

(c) Notice to Proceed attached hereto as "Exhibit 3."

4. Scope of Work.

- (a) Subject to this Agreement, Blackmon shall provide Services in accordance with the terms and provisions of the attached Exhibits 1, 2, and 3 (the "Scope of Work").
- (b) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. Time of Performance.

- (a) The time for performance of the Scope of Work by Blackmon shall begin with receipt of a Notice to Proceed from County, if any, and end no later than September 30, 2025. Thereafter, this Agreement may be renewed annually if mutually agreeable upon the same terms and conditions for a period of up to four years, ending on September 30, 2029. Blackmon will complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by the County.
- (b) When a project has been identified by County, Blackmon must complete a walkthrough of the proposed project with the assigned County representative and furnish County with an estimated scope of work, which will include an estimated amount of the materials and services to complete the project and an estimated completion date, to the extent practical. If County approves of the work/project to begin, the Parties will sign a notice to Proceed in the form attached hereto as Exhibit 3. The County's Director of Facilities is authorized to sign the Notice to Proceed on behalf of the County.

6. Compensation and Payment Terms.

- (a) Blackmon's fees for the Services shall be calculated at the rate(s) set forth in Blackmon's Proposal attached hereto as Exhibit 1. The Maximum Compensation to Blackmon for the Services performed under this Agreement is One Million Dollars and 00/100 (\$1,000,000.00). In no event shall the amount paid by County to Blackmon under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Blackmon 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 Blackmon's Proposal. Blackmon will be permitted to suspend Services once the Maximum Compensation is exceeded.

- (c) All performance of the Scope of Work by Blackmon, including any changes in the Scope of Work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.
 - (d) Payment shall be made by County within thirty (30) days of receipt of invoice(s). Blackmon may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to any invoice submitted by Blackmon, County shall notify Blackmon no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days.
7. **Limit of Appropriation.** Blackmon understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is One Million Dollars and 00/100 (\$1,000,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Blackmon 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 Million Dollars and 00/100 (\$1,000,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Blackmon does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Blackmon may become entitled to and the total maximum sum that County may become liable to pay to Blackmon under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Dollars and 00/100 (\$1,000,000.00).
8. **Non-appropriation.** Blackmon understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Blackmon in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
9. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Blackmon.

10. **Insurance.**

- (a) Prior to commencement of the Services, Blackmon 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. Blackmon shall provide certified copies of insurance endorsements and/or policies if requested by County. Blackmon shall maintain such insurance coverage from the time the Services commence until the Services are completed and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Blackmon shall obtain such insurance written on an Occurrence form 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:
- (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 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.
- (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 Blackmon, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, Blackmon warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement 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 Agreement is completed.

- (d) Blackmon shall not commence any Services under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- (f) Approval of the insurance by County shall not relieve or decrease the liability of Blackmon.

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

- (a) Blackmon 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 Blackmon in the defense of each matter.
- (b) Blackmon'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.
- (c) 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 Blackmon, Blackmon 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 Blackmon are not at issue in the matter.
- (d) Blackmon's indemnification shall cover, and Blackmon agrees to indemnify County, in the event County is found to have been negligent for having selected Blackmon to perform the Services described in this Agreement.

- (e) The provision by Blackmon of insurance shall not limit the liability of Blackmon under this Agreement.
- (f) Blackmon shall cause all trade contractors and any other contractor who may have a contract to perform Services, including any construction or installation work, in the area where work will be performed under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Blackmon's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- (g) 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 Blackmon and/or trade contractor providing such insurance.

12. **Public Information Act and Open Meetings Act.** Blackmon expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Blackmon for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Blackmon expressly marked as proprietary or confidential. County shall not be liable to Blackmon for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Blackmon further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

Blackmon expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to this Agreement.

13. **Compliance with Laws.** Blackmon shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Blackmon understands and agrees that nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

Blackmon shall comply with all federal, state, and local laws during the performance of this Agreement and shall maintain services and products that fulfill all Americans with Disabilities Act (ADA) requirements.

Blackmon 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 subcontractors to insure that the County maintains a drug-free workplace.

14. **Confidential Information.** Blackmon 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 Blackmon 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 Blackmon 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 Blackmon) publicly known or is contained in a publicly available document; (b) is rightfully in Blackmon'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 Blackmon who can be shown to have had no access to the Confidential Information.

Blackmon agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Blackmon 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. Blackmon 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, Blackmon shall advise County immediately in the event Blackmon 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 Blackmon will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Blackmon against any such person. Blackmon agrees that, except as directed by County, Blackmon 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, Blackmon will promptly turn over to County all documents, papers, and other matter in Blackmon's possession which embody Confidential Information.

Blackmon 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. Blackmon 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.

Blackmon in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

15. **Independent Contractor.** In the performance of work or Services hereunder, Blackmon 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 Blackmon. Blackmon 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.
16. **Use of Customer Name.** Blackmon may use County's name without County's prior written consent only in Blackmon's customer lists. Any other use of County's name by Blackmon must have the prior written consent of County.
17. **Personnel and Equipment.** Blackmon represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Blackmon shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Blackmon shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Blackmon or agent of Blackmon who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or Services for the County pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services.

When performing any work or Services on County property, Blackmon shall comply with, and will require that all Blackmon's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Blackmon in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

Blackmon shall provide all equipment, tools, materials, and other items necessary to perform the Services as described herein.

18. **Inspection of Books and Records.** Blackmon shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Blackmon for the purpose of verifying the amount of work performed under the Scope of Work and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (4) years.
19. **Termination.**
- (a) Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - (b) Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (1). If Blackmon fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing; or
 - (2). If Blackmon materially breaches any of the covenants or terms and conditions set forth in this Agreement, including but not limited to the provisions listed in Sections 27.1.2 through 27.4.8, 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.
 - (c) If, after termination, it is determined for any reason whatsoever that Blackmon was not in default, or that the default was excusable, 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 § 19(a) above.
 - (d) Upon termination of this Agreement, County shall compensate Blackmon in accordance with § 6, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Blackmon's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 6 above.
 - (e) 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 Blackmon. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
 - (f) Upon termination of this Agreement for any reason, if Blackmon has any property in its possession belonging to County, Blackmon will account for the same, and dispose of it in the manner the County directs.

20. **Limits of Subcontractors.**

- (a) The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors and vendors will conform to all County policies. If Blackmon utilizes any subcontractors to perform Services under this Agreement, Blackmon will remain responsible for the performance of its obligations under the Agreement, and compliance of its subcontractors with the terms of this Agreement.
- (b) Any dispute between Blackmon and any subcontractor(s), including any payment dispute, will be promptly remedied by Blackmon. Failure to promptly remedy or to make prompt payment to any subcontractor(s) may result in the withholding of funds from Blackmon by County for any payments owed to the subcontractor(s).

21. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

22. **Assignment and Delegation.** Blackmon may not assign this Agreement to another party without the prior written consent of County's Commissioners' Court. Neither Party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

23. **Successors and Assigns Bound.** County and Blackmon each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.

24. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no

circumstances, whatsoever, shall Blackmon release any material or information developed or received during the performance of Services hereunder unless Blackmon obtains the express written approval of County or is required to do so by law.

25. **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:

If to County: Fort Bend County Purchasing Department
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Blackmon: Blackmon Mooring of Texas, LLC
Attn: Robert Lain
10511 Kipp Way, Suite 400
Houston, Texas 77099

- (c) A Notice is effective only if the party giving or making the Notice has complied with subsections 25(a) and 25(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.

26. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentations materials, etc., developed by Blackmon 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 6 for work performed. Blackmon will promptly furnish all such data and material to County on request.
27. **Performance Representation.** Blackmon represents to County that Blackmon has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Blackmon 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. Blackmon warrants that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.
28. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY BLACKMON THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
29. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
30. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties.
31. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
32. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

33. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibits, this Agreement will control to the extent of the conflict. In the event there is a conflict between County's RFP 25-005 (Exhibit 2), and Blackmon's Proposal, dated July 30, 2024, in response to RFP 25-005 (Exhibit 1), then County's RFP 25-005 (Exhibit 2) will control to the extent of the conflict.
34. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas. County does not agree to submit disputes arising out of the Agreement to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by Blackmon in any way associated with the Agreement.
35. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Blackmon hereby verifies that Blackmon 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, Blackmon 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 § 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, Blackmon 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 § 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, Blackmon 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 § 2274.001(3) of the Texas Government Code. "Firearm

entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

36. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BLACKMON 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.
37. **Grant Funding.** Blackmon understands that and acknowledges that this Agreement may be totally or partially funded with federal funds and/or state funds. Blackmon represents and warrants that it is and will remain in compliance with all applicable federal and/or state provisions, including those attached within the County’s RFP 25-005 (Exhibit 2) as Exhibit A (pages 25-34 of the County’s RFP 25-005).
38. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
39. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
40. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, and intending to be legally bound, County and Blackmon hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

BLACKMON MOORING OF TEXAS, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Robert Lain

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

October 3, 2024

Date

AUDITOR’S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

- Exhibit 1: Blackmon’s Proposal, dated July 30, 2024, in response to RFP 25-005;
- Exhibit 2: RFP 25-005; and
- Exhibit 3: Notice to Proceed

i:\agreements\2025 agreements\purchasing\purchasing\blackmon mooring of houston (25-purch-100075)\agreement for contingency restoration services for emergency disasters for fort bend county (rfp 25-005).docx aw

EXHIBIT 1

(Blackmon's Proposal Follows Behind)

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

RFP 25-005
RESTORATION SERVICES

Proposal Number: RFP 25-005
Purchasing Agent's Office
Due Date: July 30, 2024
301 Jackson Street, Suite 201 Opening Time: 2:00 PM (CST)
For: Contingency Restoration Services for Emergency Disasters

Submitted by (Vendor) : Blackmon Mooring of Texas, LLC
Name: Hayden Racino
Title: Commercial Account Manager
Email: hracino@bmsmanagement.com
Phone; 346-302-4715

RFP 25-005
RESTORATION SERVICES

CONTINGENCY RESTORATION SERVICES for
EMERGENCY DISASTERS for FORT BEND COUNTY

RFP 25-005

RESTORATION SERVICES

**CONTINGENCY RESTORATION SERVICES for
EMERGENCY DISASTERS for FORT BEND COUNTY**

SUBMITTED BY:

VENDOR: BLACKMON MOORING OF TEXAS, LLC

NAME: HAYDEN RACINO

TITLE: COMMERCIAL ACCOUNT MANAGER

EMAIL: HRACINO@BMSMANAGEMENT.COM

PHONE: 346-302-4715



Blackmon Mooring
10511 Kipp Way, Ste 400
Houston, TX 77099

July 30th, 2024

Blackmon Mooring of Texas, LLC submitted an RFP (request for proposal) to Fort Bend County Purchasing Department located at the Travis Annex, 301 Jackson Suite 201 in Rosenberg, Texas 77469.

The RFP is as follows:

FRP 24-005 (Contingency Restoration Services for Emergency Disasters for Fort Bend County)

We appreciate the opportunity. Thank you.

Hayden Racino

Hayden Racino

Commercial Account Manager

Blackmon Mooring of Texas, LLC

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Blackmon Mooring
10511 Kipp Way, Ste 400
Houston, TX 77099

In regards to the submittal of this RFP,

FRP 24-005 (Contingency Restoration Services for Emergency Disasters for Fort Bend County)

Blackmon Mooring & BMS CAT has been a trusted restoration vendor for fire, water & reconstruction services of all sizes since 1948. For more than 70 years, we've helped thousands of homeowners and business owners recover from disasters - both big and small. By providing reliable recovery and reconstruction services to mitigate fire, water, mold and storm damage, we help get your property back to its pre-loss condition. Consider Blackmon Mooring & BMS CAT to manage the entire recovery process from mitigation to restoration to reconstruction. We strive to create a seamless, efficient experience and are dedicated to delivering reliability and quality service across multiple locations throughout the United States. If we have learned anything in the last 70+ years, years we have been in business, it is that time is the most critical factor in disaster recovery. That's why we offer a 24-hour emergency response service. No matter when disaster strikes, we are ready to respond.

<https://www.bmscat.com/>

Primary contacts:

Hayden Racino
Commercial Account Manager
Hracino@bmsmanagement.com
346-302-4715

Brad Murff
Regional Director
Bmurff@bmscat.com
281-814-2704

Patrick Davis
Accounts Receivable
Pdavis@bmsmanagement.com
346-804-6842

VENDOR FORM

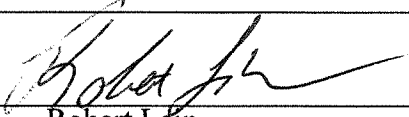


COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Blackmon Mooring of Texas, LLC		
Business Name (if different from legal name)			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC	<input type="checkbox"/> Partnership	Age in Business?
	<input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Tax Exempt	
Federal ID # or S.S. #	75-2610714	SAM.gov	Unique Entity ID #
SAM.gov CAGE / NCAGE			
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	571 [?] Airport [?] ree [?] ay [?] Corporate [?] ffice [?]		
City/State/Zip	Haltom City, 76117		
Physical Address	10511 Kipp Way #400 [?] Houston [?] ffice [?]		
City/State/Zip	Houston, Tx 77099		
Phone Number	[?] 46- [?] 02-4715 [?] cell [?] [?] 77-7 [?] 0-194 [?] [?] 24 [?] our call center [?]		
E-mail	[?] racino [?] [?] msmanagement [?] com		
Contact Person	Hayden [?] acino - Commercial Account Manager		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___	Certification <input type="checkbox"/> _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise ___	Certification <input type="checkbox"/> _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business ___	Certification <input type="checkbox"/> _____	_____
	WBE-Women's Business Enterprise ___	Certification <input type="checkbox"/> _____	_____
Company's gross annual receipts	<\$500,000 ___	\$500,000-\$4,999,999 ___	
	\$5,000,000-\$16,999,999 ___	\$17,000,000-\$22,399,999 ___	>\$22,400,000 ___
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Robert Lain		
Title	Vice President		
Date	July 29, 2024		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

W-9

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>BLACKMON MOORING OF TEXAS, LLC</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>5718 AIRPORT FREEWAY</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>HALTOM CITY, TX 76117</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
7	5		-	2	6	1	0	7	1	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/17/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

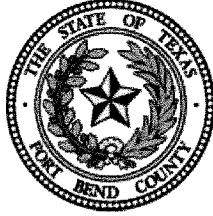
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAX FORM / DEBT / RESIDENCE CERTIFICATE

**CONTRACTOR ACKNOWLEDGEMENT OF
STORMWATER MANAGEMENT PROGRAM**

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Blackmon Mowing of Texas, LLC
(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Robert L.
Contractor Signature

7-30-2024
Date

Robert Lain
Printed Name

Vice President
Title

Required Contract Clauses-FEMA

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set at \$50,000, 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.

The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the Contractor must comply with all applicable laws, regulations, policy, and guidance. This includes among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act Title 44 of the Code of Federal Regulations FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide and other FEMA Policy and Guidance.

The DHS Standard Terms and Conditions in effect as of the date of the declaration of the major disaster listed in the project award used to fund this agreement are incorporated by reference into this Agreement and flow down to all third party contractors and their subcontractors at every tier unless a particular award term or condition specifically indicates otherwise.

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

Required Contract Clauses-2 CFR 200, Appendix II

1. Remedies

Contractor must include terms to address administrative, contractual or legal remedies for violations or breach of contract and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

2. Termination for Cause and Convenience

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

3. Equal Employment Opportunity

This requirement applies to all contracts involving a federally assisted construction contract. A federally assisted construction contract is defined as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act and Copeland Anti-Kickback Act

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act and the Copeland Anti-Kickback Act.

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, **it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.** In situations where the Davis-Bacon Act does not apply, the Copeland Anti-Kickback Act also does not apply.

For all prime construction contracts (which includes alteration or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds) in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Contractors are 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. Contractors are required to pay wages not less than once a week. In addition, the Copeland "Anti-Kickback" Act prohibits workers on construction contracts from getting up wages that they are owed.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. §5.5(a)(1)-(11) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5. Contract Work Hours and Safety Standards Act

This requirement applies to all contracts in excess of \$100,000 that include the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. §5.5(b)(1)-(5) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor for these contract clauses.

6. Rights to Incentions Made Under a Contract or Agreement

This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement"

Contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Incentions Made by Nonprofit Organizations and Small Business Firms Under "Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

7. Clean Air Act and Federal Water Pollution Control Act

This requirement applies to all contracts over \$50,000,

a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Debarment and Suspension

This requirement applies to all contracts of \$25,000 or more.

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

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

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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment

This requirement applies to all contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

10. Procurement of Recycled Materials

This requirement applies to all contracts for goods or services for \$10,000 or more.

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

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions

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

b. Prohibitions

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

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

d. Reporting requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a

subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number, the order number(s), if applicable, supplier name, supplier unique entity identifier (if known), supplier Commercial and Government Entity (CAE) code (if known), brand, model number (original equipment manufacturer number, manufacturer part number, or wholesaler number), item description, and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. 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.

Additional FEMA Specific Contract Provisions

1. Access to Records

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever

or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

In addition, for contracts entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Contract Changes or Modifications

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

3. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

EXHIBIT A

This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. §401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement"

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

FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Blackmon Mooring of Texas, LLC
 Houston, TX United States

Certificate Number:
 2024-1193339

Date Filed:
 07/29/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 25-005
 Contingency Restoration Services for Emergency Disasters

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Robert Lwin, and my date of birth is 4-30-1980

My address is 4405 Tharp Lane, Fort Worth, TX, 76244, U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 30 day of July, 2024
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

TIME & MATERIALS RATE SCHEDULE

30.0 PRICING:

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

30.1 Structural Cleaning and Restoration: \$_____ sq. ft.

30.2 Contents Cleaning: \$_____ sq. ft.

30.3 Structure and Content Drying: \$_____ sq. ft.

30.4 Building Deodorization: \$_____ cu. ft.

30.5 Water Extraction: \$_____ sq. ft.

30.6 HVAC Decontamination and Air Duct Cleaning: \$_____ sq. ft.

30.7 All Other General/Non-Construction Restoration Services: \$_____ sq. ft.

Structural Cleaning and Restoration	\$1.76
Contents Cleaning	\$2.74
Structure and Content Drying	\$2.20
Building Deodorization	\$0.20
Water Extraction	\$0.47
HVAC Decontamination and Air Duct Cleaning	\$0.50
All Other General/Non-Construction Restoration Services	\$4.39

Preferred Time and Materials Rate Schedule 2023

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	\$ 44.00
Management Fee	4.00
Carpenter/ Framer	86.00
Clerical	46.75
General Restoration Supervisor	70.00
Dehumidification Supervisor/ Tech	80.00
Document Recovery Tech	82.00
Document Specialist	77.00
Drywall Installer/ Finisher	80.00
Equipment Operator	75.00
Flooring Installer	78.00
Generator Technician	95.00
Remediation Supervisor / Technician	75.00
Resource Coordinator	70.00
Project Accountant	70.00
Electronics Restoration Supervisor / Technician	66.00
Industrial Corrosion Control Supervisor / Technician	61.00
Skilled / Construction Trades Not Listed	Xactimate Rate per Geographical Location
Truck Driver	65.00
Assistant Project Manager	85.00
Painter	75.00
Project Manager	110.00
Project Director	120.00
Project Estimator	100.00
Health and Safety Officer	100.00
Project Consultant	160.00
Project Coordinator	150.00
Mold Remediation Labor	60.00
Restoration Tech	55.00
Roofer	105.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
4. The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
5. Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
6. During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
7. Premium Wages - When working in and around high cost of living areas including, but not limited to California, Washington, New York, New Jersey, Hawaii, Washington DC, Chicago, Boston, Philadelphia and Internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. The premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.
8. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
9. In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory or specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	\$ 40.00
Air Compressor - Large	85.00
Air Mover / Carpet Dryer	32.00
Axial Fan	38.50
Blasting Unit - Soda	800.00
Cable Tails - #2 - Male or Female	23.00
Cable Tails - 4/0 - Male or Female	13.00
Cable Ramps	20.00
Cable - Camlock Tees	9.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00
Cable - 4/0 Camlock Cable - 50 ft	30.00
Cable - 4/0 Camlock Cable - 100 ft	44.00
Cable - Banded Wire - 50 ft	50.00
Cart - Debris Cart	35.00
Cart - Flat Cart	30.00

CLASSIFICATION	RATE
Dehumidification Unit - Phoenix 200 - or equivalent	165.00
Dehumidification Unit - Phoenix 300 - or equivalent	200.00
Dolly - Drywall	35.00
Edge Guard, linear foot	5.00
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	180.00
EDP - High Pressure Sprayer	60.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	195.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	275.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	275.00
Electrical Distribution Panel - 600 amp Multi	300.00
Electrical Distribution Panel - 1200 amp Multi	400.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp Disconnect	265.00
Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	250.00
Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	340.00
Electrical Distribution- 208V to 120V(per main box 6 stringers w/quads + 1000 ft cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - LRU	525.00
Fall Protection	30.00
Fans - Industrial	95.00
Flanders Filter 24" x 24"	28.00
Flanders Filter 24" x 48"	55.00
Foamer	100.00
Fogger - Spray Mist	40.00
Fogger - Thermo-Gen	110.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 Gallon	125.00
Fuel Tank - Single Wall - 500 Gallon	300.00
Fuel Tank - Single Wall - 1000 Gallon	500.00
Fuel Tank - Single Wall - 2300 Gallon	625.00
Generator - Less than 10 kW	135.00
Generator - 35 KW	340.00
Generator - 36 KW	485.00
Generator - 60 KW	575.00
Generator - 80 KW	625.00
Generator - 100 KW	850.00
Generator - 150 KW	935.00
Generator - 180 KW	1,000.00
Generator - 200 KW	1,050.00
Generator - 230 KW	1,175.00
Generator - 250 KW	1,210.00
Generator - 300 KW	1,485.00
Generator - 350 KW	1,925.00
Generator - 400 KW	2,000.00
Generator - 500 KW	2,750.00
Generator Cable - Per Linear foot	1.50
HEPA Air Filtration Unit - 2000 CFM	140.00
HEPA Air Filtration Unit - up to 1000 CFM	110.00
HVAC - Air Tool Kit	28.00
HVAC - Cutting / Spray Kit	28.00
HVAC - Duct Auger	100.00
HVAC - Duct Sweeper	80.00
HVAC - Video Tool	150.00

CLASSIFICATION	RATE
Hydroxyl Generator Boss	225.00
Hydroxyl Generator Boss XL3	240.00
Hygrothermograph - Recording	24.00
Injectidry Unit	145.00
Interceptor / Flood Pumper	160.00
Lights - Balloon Lights	130.00
Lights - Quartz Demolition	20.00
Lights - Light Tower	180.00
Lights - Wobble Lights	45.00
Micromanometer	20.00
Micromanometer - Recording	100.00
Mobile Command Center	425.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	125.00
Negative Air Machine	150.00
Ozone Generator - Model 330	120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Trash - Gas 2"	150.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFI	22.00
Quad Box String - 20 ft with GFI	26.00
Quad Box String - 30 ft with GFI	32.00
Quad Box String - 50 ft with GFI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00
Sprayer - Commercial Airless	180.00
Sprayer - Electrostatic	165.00
Spot Cooler- 1 ton	195.00
Spot Cooler- 2 ton	350.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	525.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	225.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	250.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	35.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	110.00
Vacuum - Upright	20.00
Van - Cargo / Passenger	140.00
Vehicle - Passenger/Pickup	95.00
Vehicle - 3/4 ton Pickup	175.00
Vehicle - 1 ton Pickup/ Flatbed	200.00

CLASSIFICATION	RATE
Vehicle - 1 1/4 ton Pickup / Flatbed	220.00
Wall Aerator Set	50.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	150.00
Zip wall Magnetic Door Kit	10.00
Zip Poles - Each	10.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	\$ 11.50	/ each
Antigel	17.00	/ quart
Anti-Microbial Sealer	120.00	/ gallon
Adhesive Remover	15.00	/ can
Alcohol - Isopropyl	55.00	/ gallon
Applicators - 6" Cotton	25.00	/ m
Biocides/Disinfectants	64.00	/ gallon
Blades - Kett Saw	13.50	/ each
Bleach	9.00	/ gallon
Boots - Rubber	50.00	/ pair
Box - Book	4.50	/ each
Box - Dish	7.50	/ each
Box - Freeze Dry	4.75	/ each
Brush, Grout	5.25	/ each
Brush, Scrub, Long Handle.	14.00	/ each
Brush, Wire	8.75	/ each
Carpet Deodorizer*	42.00	/ gallon
Carpet Mask	125.00	/ roll
Cartridge - Respirator	20.00	/ each
Coil Cleaner* or equivalent	45.00	/ gallon

CLASSIFICATION	RATE	uom
Cotton Cleaning Cloths	7.95	/ lb
Desudser	55.00	/ gallon
Dry Solvent Stain Remover* or equivalent	48.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	75.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	72.00	/ gallon
Emulsifier - Powder* or equivalent	11.25	/ lb
Emulsifier - Liquid* or equivalent	49.50	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	495.00	/ each
Filter - Primary	4.00	/ each
Filter - Secondary 24 x 24 x 2	12.00	/ each
Filter - Secondary 15 x 18 x 2	13.00	/ each
Filter - Dehumidification	10.00	/ each
Floor Dry	25.00	/ bag
Floor Protection - Ram Board	120.00	/ roll
Furniture Blocks	90.00	/ box
Furniture Pads	110.00	/ box
Furniture Polish	12.00	/ can
Glass Cleaner* or equivalent	15.00	/ gallon
Glass Cleaner	8.25	/ can
Gloves - Cotton	2.80	/ pair
Gloves - Kevlar (Cut Resistant)	11.00	/ pair
Gloves - Latex	2.25	/ pair
Gloves - Leather	7.50	/ pair
Gloves - Mechanics	18.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	9.00	/ each
Grid Clips	5.25	/ each
Hand Cleaning Wipes	50.00	/ tub
HEPA Vac Bonnets	20.00	/ each
Ice	6.25	/ bag
Inventory Tags	80.00	/ box
Lemon Oil	48.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	80.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	14.30	/ lb.
Lin-Set D-1* or equivalent	82.00	/ gallon
Lin-Set Duct Seal* or equivalent	90.00	/ gallon
Mask - N95	84.00	/ box
Mask - Particulate	40.00	/ box
Mats - Sticky, Wak-off	105.00	/ case
Metal Flashing	60.00	/ roll
Mop Heads	12.00	/ each
Odormatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	60.00	/ roll
Paper - Corrugated	170.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	55.00	/ gallon
Polishing Pads	50.25	/ box of 20
Polyester Filter Material	184.00	/ roll
Polyethylene Bags - 3-6 mil	134.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	118.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	160.00	/ roll

CLASSIFICATION	RATE	uom
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	170.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	215.00	/ roll
Pump - Barrel Syphon	33.00	/ each
Reodorant* or equivalent	97.00	/ gallon
Restoration Sponge	2.40	/ each
Roof Felt - 15 lb.	45.00	/ roll
Roof Felt - 30 lb.	47.00	/ roll
Roofing Cement, Black Tar	27.00	/ gallon
Safety Glasses	6.60	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	59.00	/ roll
Shockwave	85.00	/ gallon
Spray Adhesive	8.00	/ can
Spray Bottle with Trigger	4.75	/ each
Stainless Steel Polish	15.00	/ can
Suit - Tyvek	14.00	/ each
Tape - Boxing	4.95	/ roll
Tape- Builder Board	20.00	/ roll
Tape - Duct	10.55	/ roll
Tape - Masking	6.75	/ roll
Tape - Blue Remediation	13.58	/ roll
Tape - Painters	15.75	/ roll
Tape - Barricade	24.00	/ roll
Tape - HVAC, Aluminum	40.00	/ roll
Tape - Layflat	65.00	/ roll
Tarp Material	0.40	/ sq. ft.
ThermoFog spray	116.00	/ gallon
Trash Bages - Disposable	45.00	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.30	/ LF
Vinyl & Leather Conditioner* or equivalent	36.00	/ quart
Vacuum Bags	6.50	/ each
Water - Bottle	9.50	/ 24 pack
Wipes - Lint free, anti-static	65.00	/ case
Wrap - Bubble, anti-static	100.00	/ roll
Zippers - containment	16.75	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.95 to \$3.00 per square foot during a 10 to 20 day timeframe

Stabilization - \$0.35 to \$0.65 per square foot per week

Conditioned Air - \$0.35 to \$0.65 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

FIRM EXPERIENCE:

REFERENCE LETTERS

PROJECT PROFILES

AWARDED RESTORATION CONTRACTS



HOUSTON INDEPENDENT SCHOOL DISTRICT
Risk Management
6351 Pinemont Drive, Suite 251 • Houston, Texas 77092-3205

Mary-Margaret J. Roberts
Sr. Manager, Risk Management

www.HoustonISD.org
www.twitter.com/HoustonISD

August 7, 2017

To Whom It May Concern:

Blackmon Mooring has been the board-approved Fire and Flood Restoration contractor for the Houston Independent School District (HISD) for multiple contract periods. The current contract was approved at the September 11, 2014 Board Meeting, and since that time HISD has experienced fire, flood and other water damage-related incidents.

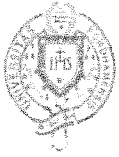
Blackmon Mooring has consistently provided the expert restoration services we need to get our schools and facilities up and running without delay. They have the staffing and resources necessary to address multiple locations simultaneously. Blackmon Mooring provides the quality work and expertise appreciated by our insurers. Their estimates and detailed scopes of work have satisfied both our underwriters and FEMA. Blackmon Mooring's personal touch provides the reassurance and confidence our school staff need in order to focus on education, rather than restoration.

I highly recommend Blackmon Mooring's services. Please do not hesitate to contact me with any questions regarding the excellent service we have received.

Best regards,

A handwritten signature in cursive script that reads "Mary-Margaret J. Roberts".

Mary-Margaret J. Roberts
Senior Manager, Risk Management



August 4, 2022

On September 1, 2021 Hurricane Ida caused near catastrophic flooding in the lower level of Fordham University's Walsh Library in the Bronx, NY. I quickly notified Melanie Kahn of BMS CAT and she arrived shortly thereafter with another staff member to survey the many items we had pulled out for possible restoration. Within a day or so, our materials were wrapped, boxed, and picked up by BMS CAT and sent to a restoration facility. When the items were returned to us we were able to put many back into the collection. The team at BMS CAT were efficient, prompt, and treated our damaged and soaking wet materials with the utmost care and respect. We had used them on previous occasions and were always satisfied, but in the aftermath of this extraordinarily damaging flood, it was obvious that we had once again made the right choice in going with an experienced group like BMS CAT.

Linda LoSchiavo
Director of Libraries
Fordham University



November 4, 2019

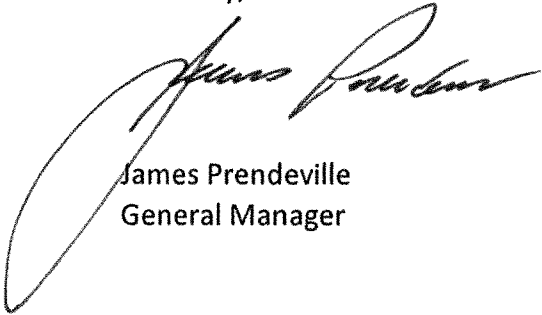
To whom it may concern,

I am writing this letter of recommendation for Blackmon Mooring & BMS CAT of Austin.

During the past four years, the DoubleTree by Hilton Austin has partnered with Blackmon Mooring & BMS CAT of Austin on a number of projects. The company offers high quality services, is punctual and their team members are always professional and courteous. They also offer reconstruction services which helps make projects seamless and gets us back in business faster.

I am happy to recommend the services of Blackmon Mooring & BMS CAT of Austin. If you have any questions, please feel free to contact me.

Sincerely,



James Prendeville
General Manager

OMNI  HOTELS & RESORTS
austin

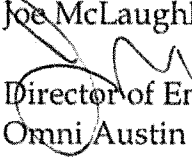
November 12, 2019

Greetings,

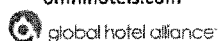
For many years now, the Omni Austin Hotel Downtown has confidently maintained Blackmon Mooring as the first line resource for our restoration needs. They have performed tasks ranging from a simple laundry exhaust duct cleaning to a complicated water incident that affected multiple floors of the hotel. In all cases, their response was prompt and their approach was affective. The detailed reports and consistent communication for the duration of the projects allowed us to plan our building operations accordingly. All employees that we have interacted with have been professional in those interactions and have delivered on what was agreed to. I would highly recommend Blackmon Mooring to anyone who inquires.

Regards,

Joe McLaughlin


Director of Engineering
Omni Austin Hotel Downtown

Omni Austin Hotel at Downtown
700 San Jacinto at 8th Street • Austin, TX • 78701
512-476-3700 • 512-397-4888 fax
omnihotels.com





MEMORANDUM

The City of
OKLAHOMA CITY
GENERAL SERVICES DEPARTMENT

TO: Blackmon Mooring/BMSCAT

FROM: John Siska-Superintendent
General Services Department

DATE: January 7, 2021

SUBJECT: Reference Letter

I have been with the City of Oklahoma City for 9 years and had to use the services of Blackmon Mooring several times. The two individuals I have most contact with are: Shane Forrest and Maggie Raprich; both are very attentive and responsive to our needs. I feel confident I can call Shane any time of the day or night and a remedy for any problem will have a resolution in a timely manner.

One advantage of using Blackmon Mooring is their ability to tackle several different aspects: (flood restoration, drywall repair, reconstruction, and sanitary remediation) as opposed to calling various contractors. Quotes are given in a timely manner and repairs are completed efficiently and effectively as possible.

I would recommend Blackmon Mooring for service such as listed above.

John Siska

405.297.3824

John.siska@okc.gov



**RESTORE.
REBUILD.
RECOVER.**

PROJECT PROFILE
**COLLEGE CAMPUS
HOUSTON METROPLEX**

In August 2017, Hurricane Harvey made landfall along the Texas coast. Harvey brought devastating impacts, and more than 800,000 square feet of this college campus suffered significant flooding from the storm.

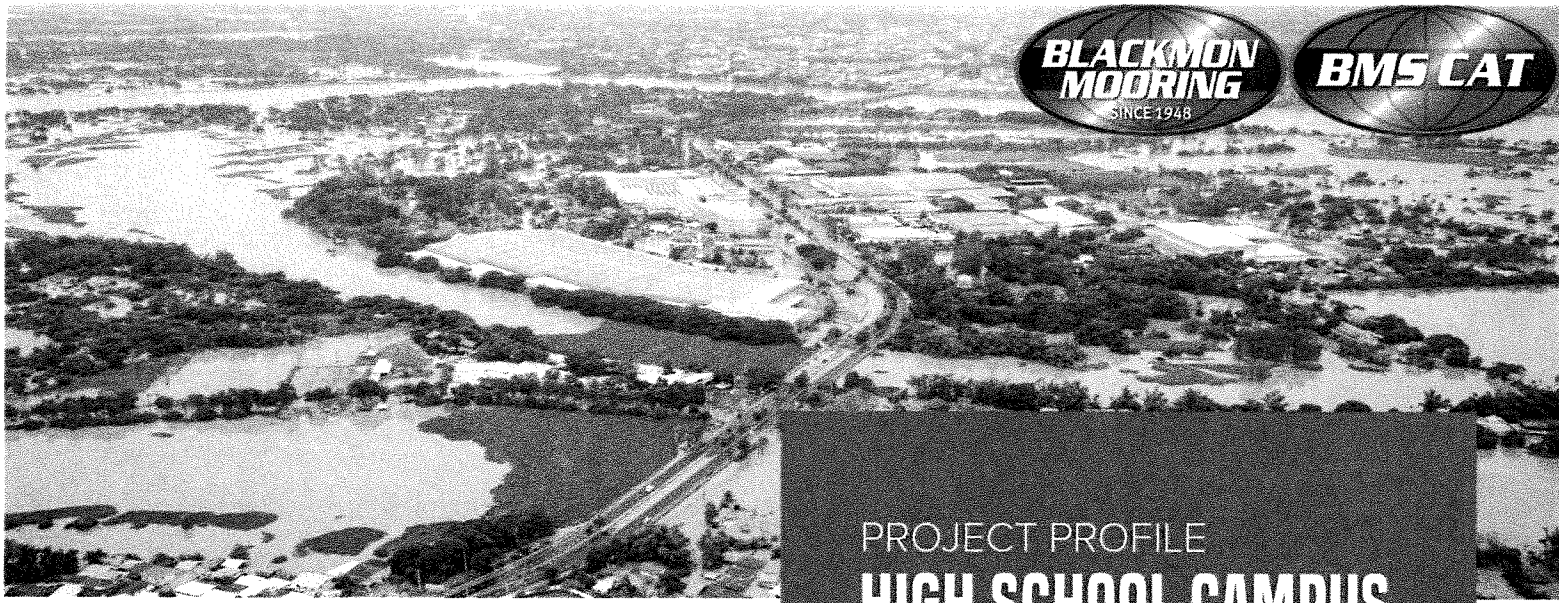
Blackmon Mooring & BMS CAT pumped water out of the affected buildings for four days. Due to the height of the water and idle time, mold was present and drywall had to be removed. In addition, our document & media recovery services were utilized. We inventoried over 190,000 books from their on site library and restored 100+ year old political memorabilia.



PROJECT SCOPE
**800,000 SQ/FT
CAMPUS**

**5 FEET
OF WATER
REMOVED**

PROJECT
COMPLETION
8 WEEKS



**RESTORE.
REBUILD.
RECOVER.**

**PROJECT PROFILE
HIGH SCHOOL CAMPUS
HOUSTON, TX AREA**

In August 2017, Hurricane Harvey caused major flooding at a high school campus near Houston, Texas. The damage displaced more than 5,000 students, who were temporarily relocated to a rival school.

Blackmon Mooring & BMS CAT removed up to 6 feet of water from the campus. Our team handled emergency extraction and restoration, while cutting out the salvageable contents. The entire first floor was a total loss, and over one million tons of debris was removed. Utilizing a large labor force, we completed the job in 60 days.



**300 PERSON
LABOR FORCE
PER DAY**

**PROJECT
COMPLETION
60 DAYS**

**6 FEET
OF WATER
DUE TO FLOODING**



PROJECT PROFILE

SCHOOL DISTRICT

In 2018, Hurricane Michael made landfall along the Florida Panhandle as a Category 5 storm. Several schools in this district were devastated from 160 mph winds and storm surges recorded up to 14 feet.

Blackmon Mooring & BMS CAT were tasked with restoring nine campuses throughout the area. To tackle these projects, we mobilized over 700 temporary workers each day. Our team rose to the challenge and had all of the schools back in session within 30 days.

RESTORE.
REBUILD.
RECOVER.



PROJECT SCOPE
9 CAMPUSES
1.5M SQ/FT

700
WORKERS
PER DAY

PROJECT
COMPLETION
30 DAYS

Blackmon Mooring of Texas, LLC

Contract Category:

Contract Number: 24/002TC-01

Contract Terms:

Initial Award Date: November 8, 2023

Current Expiration Date: September 19, 2024

Renewals Remaining: 3

CP Contract Manager:

Tami Cyrus

tami@choicepartners.org

713-696-1337

Contract Partner: Blackmon Mooring of Texas, LLC



Contract Partner Web Site:

<http://www.blackmonmooring.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Disaster Mitigation Commodities/Services with Disaster Recovery Job Order Contract Services Component

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

For more than 75 years, we've helped thousands of homeowners and business owners recover from disasters - both big and small. By providing reliable recovery and reconstruction services to mitigate fire, water, mold and storm damage, we help get your property back to its pre-loss condition.



240104

BMS CAT, LLC

Supplier Response

Event Information

Number: 240104

Title: Trades, Labor, and Materials (2 Part with JOC)

Type: Request for Proposal

Issue Date: 1/4/2024

Deadline: 2/16/2024 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TRADES, LABOR, AND MATERIALS" CATEGORY, WHETHER PART 1 OR PART 2 OR BOTH, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU ARE SEEKING A PART THAT YOU DO NOT ALREADY HAVE. (EXAMPLE: YOU HAVE PART 1 AND ARE NOW SEEKING PART 2).

IF YOU HOLD AN EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT AND YOU CHOOSE TO RESPOND TO THE SAME PART 1/PART 2 VERSION HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THE NEW PART 1 OR PART 2 OF THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TRADES, LABOR, AND MATERIALS" CATEGORY WHICH COVERS ALL OF YOUR CONSTRUCTION/TRADE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

GENERAL SERVICES
ADMINISTRATION FEDERAL
SUPPLY SERVICE AUTHORIZED
FEDERAL SUPPLY SCHEDULE
PRICE LIST



CONTRACTOR: BMS CAT, INC.
5718 AIRPORT FWY,
HALTOM CITY, TX 76107

SPECIAL ITEM NUMBERS (SINs): 611430ST, OLM

GSA CONTRACT NUMBER: GS-07F-0087T

FEDERAL SUPPLY SCHEDULE: MAS – MULTIPLE AWARD
SCHEDULE

BUSINESS SIZE: LARGE

TELEPHONE: 877.730.1948

FAX: 817.334.3531

WEB SITE: WWW.BMSCAT.COM

E-MAIL: DOBRIEN@BMSCAT.COM

CONTRACT ADMINISTRATION: DAVID O'BRIEN

DUNS: 832756584

CONTRACT PERIOD: 11/1/2016 – 10/31/2026

CURRENT THROUGH MODIFICATION NUMBER: PO-0043

EFFECTIVE DATE: 11/1/2021

ON-LINE ACCESS TO CONTRACT ORDERING INFORMATION, TERMS AND
CONDITIONS, UP-TO-DATE PRICING, AND THE OPTION TO CREATE AN
ELECTRONIC DELIVERY ORDER ARE AVAILABLE THROUGH GSA ADVANTAGE!, A
MENU-DRIVEN DATABASE SYSTEM. THE INTERNET ADDRESS FOR GSA
ADVANTAGE! IS: [HTTP://GSAADVANTAGE.GOV/](http://GSAADVANTAGE.GOV/).

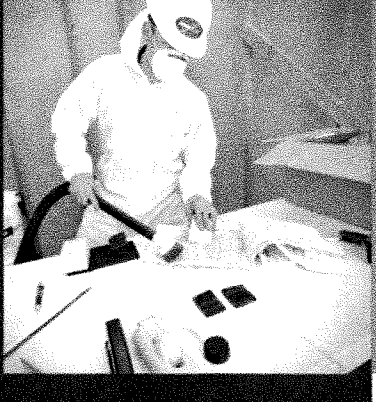
fire damage

water damage

mold remediation

document recovery

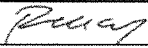
reconstruction



EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See 2 CFR § 200.318(h).*
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	BMS CAT, LLC		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Robb Clay		
TITLE:	Vice President		
DATE:	08/18/2023		
ADDRESS:	5718 Airport Freeway		
CITY, STATE, ZIP CODE:	Haltom City, Texas 77573		
PHONE:	817-810-5601	FAX:	
EMAIL ADDRESS:	rclay@bmsmanagement.com		
WEBSITE URL	www.bmscat.com		

This Section to be Completed by HCDE

Contract Number: 24/002TC-01 Term of contract: 09/20/2023 to 09/19/2024

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:

Jesus Amezcua
Jesus Amezcua (Nov 23, 2023 13:46 CST)
 Jesus J. Amezcua, PhD., CPA, RTSBA
 Assistant Superintendent for Business Services

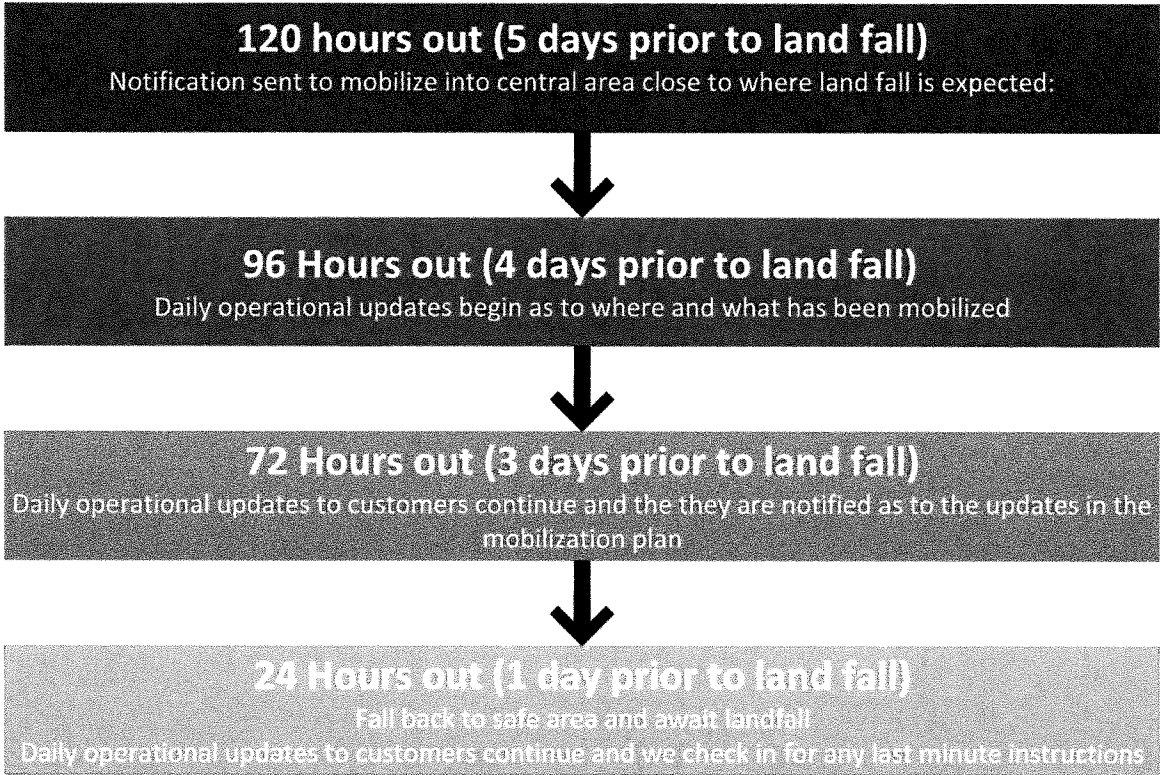
09/20/2023
 Board Approval Date

FIRM'S MANAGEMENT PLAN

We understand that when our services are rendered there is often a need to see reimbursement either from insurance or government funding such as FEMA. Therefore, our ability to provide extensive documentation with back-up to interested parties aids FORT BEND COUNTY in reporting following a loss.

With regard to response to a hurricane, we have a detailed plan for mobilization to an area in a projected storm’s path. Below is an overview of how we prepare for landfall of a hurricane:

BMS CAT works closely with our accounts to ensure that all pre-planning is in place prior to a storm hitting. This may come at the time of an impending storm or in the form of drills and planning meetings. We also can help to educate staff on how to minimize damage once a loss occurs in the form of in-person presentations or webinars.



- I. **BMS CAT have performed several projects for which FEMA funding was sought. In all instances, there has been an audit to review the claim presented by the applicant. Each audit has covered not only our services but other vendors who provided goods our services related to the loss. When schools submit claims, FEMA has requested explanation on specific charges. BMS CAT has always provided an explanation and backup required.**

Following a loss in Alabama seven years ago, we answered questions from FEMA in detail and full payment was made to the applicant. As part of the explanation, BMS CAT was required to separate “green work” (landscaping, outdoor projects, etc.) from the interior efforts. At the University of Iowa, FEMA requested a reduction in the markup rate. We complied and we were not informed of any further changes or items that were disallowed.

To date, the largest project performed involving FEMA is the University of Texas Medical Branch following Hurricane Ike. Multiple audits of the loss were performed and various clarifications regarding billing were requested. The initial unit supervisor for FEMA requested clarification for various charges. The information was included in the billing documentation but due to the extensive backup documentation provided by Blackmon Mooring & BMS CAT, it was overlooked. Additionally, we provided the information to Witt and Associates who worked with FEMA and were able to provide the information needed.

BMS CAT has several vendors for procurement that have been vetted prior to losses for various items. Our operations department works diligently to ensure that the most cost-effective solution is provided and documented for the customer. Our billing documentation is extremely thorough and daily logs are kept ensuring compliance for reimbursement. All documentation is retained for a minimum of 7 years after all claims are settled.

As you can see, each situation involving FEMA ended with vastly different results. Depending on the representative, BMS CAT offers to be involved in any meetings between the FEMA applicant and any consultants, allowing for an easier process. This will allow for more immediate responses to questions in many cases.

*Fort Bend County, Texas
Request for Proposals*



*Contingency Restoration Services for Emergency Disasters for Fort Bend County
RFP 25-005*

SUBMIT PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, July 30, 2024
2:00 PM (Central)

LABEL ENVELOPE:

RFP 25-005
RESTORATION SERVICES

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

NAMES OF ALL RFPs RECEIVED WILL THEN BE READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to respondent in
writing after Commissioners Court award.

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.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.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #		SAM.gov Unique Entity ID #		
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___	Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise ___	Certification # _____	_____	_____
	HUB-Texas Historically Underutilized Business ___	Certification # _____	_____	_____
	WBE-Women's Business Enterprise ___	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 ___	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Competitive Sealed Proposals (“Proposals or RFP”) for selection of experienced Contractors (“Respondent”) for contingency restoration services for emergency disasters (“Project”), in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposals and any and all Federal Emergency Management Agency (FEMA) and federal rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices will not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

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 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 will be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Melissa Stavinoha
Senior Buyer
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original, three (3) copies and one (1) one electronic response on flash drive is required by RFP opening. Flash drive must contain only one (1) PDF file which must match written original response identically to include copy of completed pricing form and one (1) completed Excel file of the pricing form savable by the County to transfer data. Failure to provide proper flash drive is cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential". Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Agent's Office
301 Jackson Street, Suite 201
Richmond, Texas 77469

Proposal Number: RFP 25-005
Due Date: July 30, 2024
Opening Time: 2:00 PM (CST)
For: Contingency Restoration Services for
Emergency Disasters

- 4.2 Respondent's may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time will be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 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.

6.0 ACCEPTANCE:

- 6.1 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.
- 6.2 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.
- 6.3 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.

7.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

- 7.1 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 **Tuesday, July 23, 2024 no later than 10:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 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, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	July 7, 2024
Deadline for Questions:	July 23, 2024
Submission due date:	July 30, 2024
Evaluation of Submissions:	August 5, 2024
Commissioners Court Permission to Negotiate:	August 13, 2024
Negotiations: Beginning	August 14, 2024
Final Contract Approval to Commissioners Court:	September 10, 2024

9.0 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.

10.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

- 10.1 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.
- 10.2 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;

- 10.3 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.

11.0 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.

12.0 CONFIDENTIAL MATTERS:

- 12.1 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 its agents as confidential. The Respondent and its 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.
- 12.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors 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 under the Texas Public Information Act.

13.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 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.
- 14.2 Any dispute between the Respondent and subcontractor(s), including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subrespondent may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 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.

16.0 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.

17.0 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.

18.0 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 subrespondents to insure that the County maintains a drug-free workplace.

19.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

19.1 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 during the term of this Agreement.

19.2 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.

20.0 TEXAS ETHICS COMMISSION FORM 1295:

20.1 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 firms submitting a response to a formal Bid, RFP, SOQ 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.

- 20.2 On-line instructions:
 - 20.2.1 Name of governmental entity is to read: Fort Bend County.
 - 20.2.2 Identification number use: RFP 25-005.
 - 20.2.3 Description is: Contingency Restoration Services for Emergency Disasters.
- 20.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

21.0 INSURANCE:

- 21.1 All respondents shall submit, with RFP, a current 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.
- 21.2 At contract execution, contractor shall furnish County with property 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:
 - 21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 21.2.2 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.
 - 21.2.3 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.

- 21.2.4 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.
- 21.3 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.
- 21.4 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.

22.0 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.

- 22.1 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.
- 22.2 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.
- 22.3 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.

- 22.4 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.
- 22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 22.6 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.
- 22.7 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.

23.0 CONTRACTOR TO COMPLY WITH LAWS:

- 23.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the service is to be performed.
- 23.2 Contractor is not required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

24.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

25.0 PROJECT DESCRIPTION AND REQUIREMENTS:

- 25.1 Fort Bend County seeks proposals from experienced firms for emergency disaster restoration services for Fort Bend County buildings and facilities immediately after a hurricane or disaster.

- 25.2 The objective of this RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently restoring County buildings and facilities in a timely and cost-effective manner. The successful contractor/s must be capable of assembling, directing, and managing a work force that can complete restoration services in a timely manner.
- 25.3 This RFP is intended to cover the needs for any scenario including but not limited to flooding, hurricanes, ice storms, etc.

26.0 SERVICE REQUIREMENTS:

- 26.1 Restoration services are to include but are not limited to: structural drying, carpet and upholstery cleaning, sewage cleaning, sanitation, and HVAC including air duct cleaning, etc.
- 26.2 The contractor will provide a call center phone number that is answered 24/7/365 by the contractor's employees. After a few initial questions, the County will be connected directly with an on-call manager in the contractor's nearest office to the area requiring emergency restoration services, who will immediately dispatch manpower and equipment to the restoration scene.
- 26.3 Contractor will arrive on-site within two (2) hours or less.
- 26.4 Contractor's responding crews are to arrive prepared and equipped to implement immediate security measures.
- 26.5 The contractor must be licensed or certified to perform the services if applicable in accordance with the State of Texas and local code requirements.
- 26.6 The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted with their proposal.
- 26.7 The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Fort Bend County.
- 26.8 The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.
- 26.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

- 26.10 All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.
- 26.11 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 26.12 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

27.0 ADDITIONAL CONSIDERATIONS:

- 27.1 The County shall have the right to terminate this contract or a part thereof before the work is completed in the event:
 - 27.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 27.1.2 The contractor is not adequately complying with the specifications.
 - 27.1.3 Proper techniques are not being followed after warning notification by the County.
 - 27.1.4 The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.
 - 27.4.5 The contractor is unnecessarily or willfully delaying the performance and completion of the work.
 - 27.4.6 The contractor refuses to proceed with work when and as directed.
 - 27.4.7 The contractor abandons the work.
 - 27.4.8 The contractor employs subcontractors who are on the Federal debarred listing.

28.0 PERFORMANCE SCHEDULE:

Immediately following arrival at restoration site, the contractor shall meet with the County representative to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

Unless directed otherwise by the County Representative, the contractor may conduct restoration operations 24 hours per day, 7 days per week.

29.0 PIGGYBACKING:

No other governmental entities are permitted to utilize this agreement.

30.0 PRICING:

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

- 30.1 Structural Cleaning and Restoration: \$_____ sq. ft.
- 30.2 Contents Cleaning: \$_____ sq. ft.
- 30.3 Structure and Content Drying: \$_____ sq. ft.
- 30.4 Building Deodorization: \$_____ cu. ft.
- 30.5 Water Extraction: \$_____ sq. ft.
- 30.6 HVAC Decontamination and Air Duct Cleaning: \$_____ sq. ft.
- 30.7 All Other General/Non-Construction Restoration Services: \$_____ sq. ft.

31.0 INVOICING REQUIREMENTS:

- 31.1 Contractor invoices for services are to be presented for payment to the appropriate County Representative. Each invoice will include the physical address of the restoration site, only one (1) site per invoice.
- 31.2 Contractor is to submit invoices regularly and for no more than 30-day periods.

32.0 REFERENCES:

Respondents must submit, with proposal, a minimum of three (3) letters of reference from current contracts (similar or larger operations) by the reference provider on reference's letterhead, with whom they have maintained a contract with for at least one (1) year. Dates for which the referenced work/contract term was performed, representative name which can be contacted, telephone number, mailing and email address must be included for each letter of reference.

33.0 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.

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

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Pricing
2	Firm Experience
3	Firm's Management Plan
4	Overall Completeness of Proposal

33.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

33.3 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.

33.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 40%)

- Provide detailed pricing as requested and associated prices (see 30.0).

Tab 2

Firm Experience (weight factor = 30%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing restoration services for municipal/county governments. List last five (5) activation contracts

including start and completion dates, size of contract, address of site, contact person, phone number and email address.

- Provide resumes of your project managers and key staff members.
- Provide listing of current awarded restoration contracts your firm will be expected to activate in the event of an emergency disaster.

Tab 3

Firm's Management Plan (weight factor = 25%)

- Provide information regarding compliance with all FEMA rules and regulations.
- Provide a detailed submission of firm's approach and ability to manage multiple restoration sites including but not limited to staffing, and delivery of timely quality service. If applicable, describe management and prompt payment of subcontractors.

Tab 4

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Vendor Form
- Completed W9 Form
- Completed Tax Form/Debt/Residence Certification
- Completed Contractor Acknowledgement of Stormwater Management Program Form

34.0 EVALUATION PROCESS:

34.1 After the proposals are received, the evaluation team will evaluate each proposal that was timely submitted and the evaluation will 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 over all 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 contract award without further discussion with Vendor(s), 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.

- 34.2 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, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 34.3 The evaluation team shall not disclose any information included in a Respondent'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.
- 34.4 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.
- 34.5 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.
- 34.6 All proposals submitted are to be valid for a period of ninety (90) days.

35.0 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.

36.0 TERM:

The term of this contract is **through September 30, 2025** renewable annually for four (4) years (through 30 September 2029) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

37.0 REQUIRED FORMS:

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

- 37.1 Proof of Required Insurance
- 37.2 Vendor Form

37.3 W9 Form

37.4 Tax Form/Debt/Residence Certification

37.5 Contractor Acknowledgement of Stormwater Management Program

38.0 EXHIBIT:

38.1 EXHIBIT A: Federal Clauses

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
					-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 alien;
- 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 Entities).

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:

1. 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.
5. 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 5 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,

4. 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

5. 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

Failure 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(c)(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 filed 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.

- 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—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
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 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

¹ See 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 expanded 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 alien 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 (1-800-829-3676).

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 alien, 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.

1. 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.

3. 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 paid 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	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

¹ 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.

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

³ 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.

⁴ 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 seeking 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 scam 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 taxable 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 false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

Required Contract Clauses-FEMA

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set at \$50,000, 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.

The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the Contractor must comply with all applicable laws, regulations, policy, and guidance. This includes among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA Policy and Guidance.

The DHS Standard Terms and Conditions in effect as of the date of the declaration of the major disaster listed in the project award used to fund this agreement are incorporated by reference into this Agreement and flow down to all third party contractors and their subcontractors at every tier unless a particular award term or condition specifically indicates otherwise.

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

Required Contract Clauses-2 CFR 200, Appendix II

1. Remedies

Contractor must include terms to address administrative, contractual or legal remedies for violations or breach of contract and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

2. Termination for Cause and Convenience

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

3. Equal Employment Opportunity

This requirement applies to all contracts involving a “federally assisted construction contract”. A “federally assisted construction contract” is defined as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

“Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act and Copeland “Anti-Kickback” Act

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act and the Copeland Anti-Kickback Act.

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, **it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.** In situations where the Davis-Bacon Act does not apply, the Copeland “Anti-Kickback” Act also does not apply.

For all prime construction contracts (which includes alteration or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds) in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractors are 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. Contractors’ are required to pay wages not less than once a week. In addition, the Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5. Contract Work Hours and Safety Standards Act

This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor for these contract clauses.

6. Rights to Inventions Made Under a Contract or Agreement

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

Contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

7. Clean Air Act and Federal Water Pollution Control Act

This requirement applies to all contracts over \$150,000,

a. Clean Air Act

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

b. Federal Water Pollution Control Act

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

8. Debarment and Suspension

This requirement applies to all contracts of \$25,000 or more.

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

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

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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment

This requirement applies to all contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

10. Procurement of Recovered Materials

This requirement applies to all contracts for goods or services for \$10,000 or more.

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

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions

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

b. Prohibitions

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

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

d. Reporting requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a

subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. 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.

Additional FEMA Specific Contract Provisions

1. Access to Records

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever

or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In addition, for contracts entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Contract Changes or Modifications

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

3. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

EXHIBIT A

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

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

30.0 PRICING:

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

30.1 Structural Cleaning and Restoration: \$_____ sq. ft.

30.2 Contents Cleaning: \$_____ sq. ft.

30.3 Structure and Content Drying: \$_____ sq. ft.

30.4 Building Deodorization: \$_____ cu. ft.

30.5 Water Extraction: \$_____ sq. ft.

30.6 HVAC Decontamination and Air Duct Cleaning: \$_____ sq. ft.

30.7 All Other General/Non-Construction Restoration Services: \$_____ sq. ft.

Structural Cleaning and Restoration	\$1.76
Contents Cleaning	\$2.74
Structure and Content Drying	\$2.20
Building Deodorization	\$0.20
Water Extraction	\$0.47
HVAC Decontamination and Air Duct Cleaning	\$0.50
All Other General/Non-Construction Restoration Services	\$4.39

Preferred Time and Materials Rate Schedule 2023

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Labor	\$ 44.00
Management Fee	4.00
Carpenter/ Framers	86.00
Clerical	46.75
General Restoration Supervisor	70.00
Dehumidification Supervisor/ Tech	80.00
Document Recovery Tech	82.00
Document Specialist	77.00
Drywall Installer/ Finisher	80.00
Equipment Operator	75.00
Flooring Installer	78.00
Generator Technician	95.00
Remediation Supervisor / Technician	75.00
Resource Coordinator	70.00
Project Accountant	70.00
Electronics Restoration Supervisor / Technician	66.00
Industrial Corrosion Control Supervisor / Technician	61.00
Skilled / Construction Trades Not Listed	Xactimate Rate per Geographical Location
Truck Driver	65.00
Assistant Project Manager	85.00
Painter	75.00
Project Manager	110.00
Project Director	120.00
Project Estimator	100.00
Health and Safety Officer	100.00
Project Consultant	160.00
Project Coordinator	150.00
Mold Remediation Labor	60.00
Restoration Tech	55.00
Rofer	105.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

1. These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
2. Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.

3. Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
4. The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
5. Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
6. During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
7. Premium Wages - When working in and around high cost of living areas including, but not limited to California, Washington, New York, New Jersey, Hawaii, Washington DC, Chicago, Boston, Philadelphia and Internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. The premium is the minimum and is subject to change. Any modifications to the multiplier will be submitted and become part of this agreement.
8. Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
9. In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental

A. Equipment Rental Rates

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory or specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	\$ 40.00
Air Compressor - Large	85.00
Air Mover / Carpet Dryer	32.00
Axial Fan	38.50
Blasting Unit - Soda	800.00
Cable Tails - #2 - Male or Female	23.00
Cable Tails - 4/0 - Male or Female	13.00
Cable Ramps	20.00
Cable - Camlock Tees	9.00
Cable - Spiderbox - 6/4 50 amp - 50 ft	44.00
Cable - Spiderbox - 6/4 50 amp - 100 ft	64.00
Cable - 2/5 Pin and Sleeve Cable - 50 ft	70.00
Cable - 4/0 Camlock Cable - 50 ft	30.00
Cable - 4/0 Camlock Cable - 100 ft	44.00
Cable - Banded Wire - 50 ft	50.00
Cart - Debris Cart	35.00
Cart - Flat Cart	30.00

CLASSIFICATION	RATE
Dehumidification Unit - Phoenix 200 - or equivalent	165.00
Dehumidification Unit - Phoenix 300 - or equivalent	200.00
Dolly - Drywall	35.00
Edge Guard, linear foot	5.00
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	180.00
EDP - High Pressure Sprayer	60.00
Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	195.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	275.00
Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	275.00
Electrical Distribution Panel - 600 amp Multi	300.00
Electrical Distribution Panel - 1200 amp Multi	400.00
Electrical Distribution Panel - Spider Box with GFCI	90.00
Electrical Distribution Panel - 400 amp Disconnect	265.00
Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	250.00
Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	340.00
Electrical Distribution- 208V to 120V(per main box 6 stringers w/quads + 1000 ft cable)	750.00
Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	28.00
Extraction Unit - LRU	525.00
Fall Protection	30.00
Fans - Industrial	95.00
Flanders Filter 24" x 24"	28.00
Flanders Filter 24" x 48"	55.00
Foamer	100.00
Fogger - Spray Mist	40.00
Fogger - Thermo-Gen	110.00
Furnace - Portable	72.00
Fuel Tank - Single Wall - 275 Gallon	125.00
Fuel Tank - Single Wall - 500 Gallon	300.00
Fuel Tank - Single Wall - 1000 Gallon	500.00
Fuel Tank - Single Wall - 2300 Gallon	625.00
Generator - Less than 10 kW	135.00
Generator - 35 KW	340.00
Generator - 36 KW	485.00
Generator - 60 KW	575.00
Generator - 80 KW	625.00
Generator - 100 KW	850.00
Generator - 150 KW	935.00
Generator - 180 KW	1,000.00
Generator - 200 KW	1,050.00
Generator - 230 KW	1,175.00
Generator - 250 KW	1,210.00
Generator - 300 KW	1,485.00
Generator - 350 KW	1,925.00
Generator - 400 KW	2,000.00
Generator - 500 KW	2,750.00
Generator Cable - Per Linear foot	1.50
HEPA Air Filtration Unit - 2000 CFM	140.00
HEPA Air Filtration Unit - up to 1000 CFM	110.00
HVAC - Air Tool Kit	28.00
HVAC - Cutting / Spray Kit	28.00
HVAC - Duct Auger	100.00
HVAC - Duct Sweeper	80.00
HVAC - Video Tool	150.00

CLASSIFICATION	RATE
Hydroxyl Generator Boss	225.00
Hydroxyl Generator Boss XL3	240.00
Hygrothermograph - Recording	24.00
Injectidry Unit	145.00
Interceptor / Flood Pumper	160.00
Lights - Balloon Lights	130.00
Lights - Quartz Demolition	20.00
Lights - Light Tower	180.00
Lights - Wobble Lights	45.00
Micromanometer	20.00
Micromanometer - Recording	100.00
Mobile Command Center	425.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	125.00
Negative Air Machine	150.00
Ozone Generator - Model 330	120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pallet Jack	70.00
Pump - Trash - Gas 2"	150.00
Pump - Sump	52.00
Quad Box Cable - 12/5 Extension Cable - 50 ft	22.00
Quad Box Cable - 12/5 Extension Cable - 100 ft	30.00
Quad Box Feeder Panel - 100 amp	150.00
Quad Box Feeder Panel - 200 amp	180.00
Quad Box String - 10 ft with GFI	22.00
Quad Box String - 20 ft with GFI	26.00
Quad Box String - 30 ft with GFI	32.00
Quad Box String - 50 ft with GFI	36.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Safety Cones	5.00
Saw - Cut Off	78.00
Saw - Kett	45.00
Sprayer - Commercial Airless	180.00
Sprayer - Electrostatic	165.00
Spot Cooler- 1 ton	195.00
Spot Cooler- 2 ton	350.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	525.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	225.00
Trailer - Flat Deck	195.00
Truck - Box (inclusive of mileage)	250.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	35.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	110.00
Vacuum - Upright	20.00
Van - Cargo / Passenger	140.00
Vehicle - Passenger/Pickup	95.00
Vehicle - 3/4 ton Pickup	175.00
Vehicle - 1 ton Pickup/ Flatbed	200.00

CLASSIFICATION	RATE
Vehicle - 1 1/4 ton Pickup / Flatbed	220.00
Wall Aerator Set	50.00
Washer - High Pressure	100.00
Washer - High Pressure - Hot	150.00
Zip wall Magnetic Door Kit	10.00
Zip Poles - Each	10.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product

A. Material Rates

CLASSIFICATION	RATE	uom
Absorbent Pad	\$ 11.50	each
Antigel	17.00	quart
Anti-Microbial Sealer	120.00	gallon
Adhesive Remover	15.00	can
Alcohol - Isopropyl	55.00	gallon
Applicators - 6" Cotton	25.00	m
Biocides/Disinfectants	64.00	gallon
Blades - Kett Saw	13.50	each
Bleach	9.00	gallon
Boots - Rubber	50.00	pair
Box - Book	4.50	each
Box - Dish	7.50	each
Box - Freeze Dry	4.75	each
Brush, Grout	5.25	each
Brush, Scrub, Long Handle.	14.00	each
Brush, Wire	8.75	each
Carpet Deodorizer*	42.00	gallon
Carpet Mask	125.00	roll
Cartridge - Respirator	20.00	each
Coil Cleaner* or equivalent	45.00	gallon

CLASSIFICATION	RATE	uom
Cotton Cleaning Cloths	7.95	/ lb
Desudser	55.00	/ gallon
Dry Solvent Stain Remover* or equivalent	48.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	75.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	72.00	/ gallon
Emulsifier - Powder* or equivalent	11.25	/ lb
Emulsifier - Liquid* or equivalent	49.50	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	495.00	/ each
Filter - Primary	4.00	/ each
Filter - Secondary 24 x 24 x 2	12.00	/ each
Filter - Secondary 15 x 18 x 2	13.00	/ each
Filter - Dehumidification	10.00	/ each
Floor Dry	25.00	/ bag
Floor Protection - Ram Board	120.00	/ roll
Furniture Blocks	90.00	/ box
Furniture Pads	110.00	/ box
Furniture Polish	12.00	/ can
Glass Cleaner* or equivalent	15.00	/ gallon
Glass Cleaner	8.25	/ can
Gloves - Cotton	2.80	/ pair
Gloves - Kevlar (Cut Resistant)	11.00	/ pair
Gloves - Latex	2.25	/ pair
Gloves - Leather	7.50	/ pair
Gloves - Mechanics	18.50	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	9.00	/ each
Grid Clips	5.25	/ each
Hand Cleaning Wipes	50.00	/ tub
HEPA Vac Bonnets	20.00	/ each
Ice	6.25	/ bag
Inventory Tags	80.00	/ box
Lemon Oil	48.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	80.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	14.30	/ lb.
Lin-Set D-1* or equivalent	82.00	/ gallon
Lin-Set Duct Seal* or equivalent	90.00	/ gallon
Mask - N95	84.00	/ box
Mask - Particulate	40.00	/ box
Mats - Sticky, Wak-off	105.00	/ case
Metal Flashing	60.00	/ roll
Mop Heads	12.00	/ each
Odormatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	60.00	/ roll
Paper - Corrugated	170.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	55.00	/ gallon
Polishing Pads	50.25	/ box of 20
Polyester Filter Material	184.00	/ roll
Polyethylene Bags - 3-6 mil	134.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	118.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	160.00	/ roll

CLASSIFICATION	RATE	uom
Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	170.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	215.00	/ roll
Pump - Barrel Syphon	33.00	/ each
Reodorant* or equivalent	97.00	/ gallon
Restoration Sponge	2.40	/ each
Roof Felt - 15 lb.	45.00	/ roll
Roof Felt - 30 lb.	47.00	/ roll
Roofing Cement, Black Tar	27.00	/ gallon
Safety Glasses	6.60	/ each
Service Kit - Generator up to 99 KW	495.00	/ each
Service Kit - Generator 100 to 199 KW	895.00	/ each
Service Kit - Generator 200 to 299 KW	1,295.00	/ each
Service Kit - Generator 300 to 399 KW	1,695.00	/ each
Shrink Wrap	59.00	/ roll
Shockwave	85.00	/ gallon
Spray Adhesive	8.00	/ can
Spray Bottle with Trigger	4.75	/ each
Stainless Steel Polish	15.00	/ can
Suit - Tyvek	14.00	/ each
Tape - Boxing	4.95	/ roll
Tape- Builder Board	20.00	/ roll
Tape - Duct	10.55	/ roll
Tape - Masking	6.75	/ roll
Tape - Blue Remediation	13.58	/ roll
Tape - Painters	15.75	/ roll
Tape - Barricade	24.00	/ roll
Tape - HVAC, Aluminum	40.00	/ roll
Tape - Layflat	65.00	/ roll
Tarp Material	0.40	/ sq. ft.
ThermoFog spray	116.00	/ gallon
Trash Bages - Disposable	45.00	/ roll
Tubing - Lay Flat	325.00	/ roll
Tubing - Lay Flat	1.30	/ LF
Vinyl & Leather Conditioner* or equivalent	36.00	/ quart
Vacuum Bags	6.50	/ each
Water - Bottle	9.50	/ 24 pack
Wipes - Lint free, anti-static	65.00	/ case
Wrap - Bubble, anti-static	100.00	/ roll
Zippers - containment	16.75	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Degree of Char / Soot Residue
- Mold / Mildew Infestation
- Smoke Odor
- Deodorization Requirements
- Contamination Factors - Debris, Sewage, Silt and / or Hazardous Materials

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services. will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.95 to \$3.00 per square foot during a 10 to 20 day timeframe

Stabilization - \$0.35 to \$0.65 per square foot per week

Conditioned Air - \$0.35 to \$0.65 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding.

BMS Cat shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables

A. Travel, Lodging and Per Diem

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be billed at BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

EXHIBIT 2

(County's RFP 25-005 Follows Behind)

*Fort Bend County, Texas
Request for Proposals*



*Contingency Restoration Services for Emergency Disasters for Fort Bend County
RFP 25-005*

SUBMIT PROPOSALS TO:

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

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

SUBMIT NO LATER THAN:

Tuesday, July 30, 2024
2:00 PM (Central)

LABEL ENVELOPE:

RFP 25-005
RESTORATION SERVICES

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

NAMES OF ALL RFPs RECEIVED WILL THEN BE READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to respondent in
writing after Commissioners Court award.

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.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.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	Corporation/LLC Sole Proprietor/Individual	Partnership Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise ___	Certification # _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise ___	Certification # _____	_____	_____
	HUB-Texas Historically Underutilized Business ___	Certification # _____	_____	_____
	WBE-Women's Business Enterprise ___	Certification # _____	_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 ___	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Competitive Sealed Proposals (“Proposals or RFP”) for selection of experienced Contractors (“Respondent”) for contingency restoration services for emergency disasters (“Project”), in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposals and any and all Federal Emergency Management Agency (FEMA) and federal rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices will not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

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 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 will be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Melissa Stavinoha
Senior Buyer
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Melissa.Stavinoha@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original, three (3) copies and one (1) one electronic response on flash drive is required by RFP opening. Flash drive must contain only one (1) PDF file which must match written original response identically to include copy of completed pricing form and one (1) completed Excel file of the pricing form savable by the County to transfer data. Failure to provide proper flash drive is cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential". Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Agent's Office
301 Jackson Street, Suite 201
Richmond, Texas 77469

Proposal Number: RFP 25-005
Due Date: July 30, 2024
Opening Time: 2:00 PM (CST)
For: Contingency Restoration Services for
Emergency Disasters

- 4.2 Respondent's may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time will be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 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.

6.0 ACCEPTANCE:

- 6.1 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.
- 6.2 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.
- 6.3 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.

7.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

- 7.1 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 **Tuesday, July 23, 2024 no later than 10:00 AM. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 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, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	July 7, 2024
Deadline for Questions:	July 23, 2024
Submission due date:	July 30, 2024
Evaluation of Submissions:	August 5, 2024
Commissioners Court Permission to Negotiate:	August 13, 2024
Negotiations: Beginning	August 14, 2024
Final Contract Approval to Commissioners Court:	September 10, 2024

9.0 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.

10.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

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

- 10.1 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.
- 10.2 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;

- 10.3 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.

11.0 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.

12.0 CONFIDENTIAL MATTERS:

- 12.1 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 its agents as confidential. The Respondent and its 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.
- 12.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors 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 under the Texas Public Information Act.

13.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 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.
- 14.2 Any dispute between the Respondent and subcontractor(s), including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subrespondent may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 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.

16.0 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.

17.0 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.

18.0 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 subrespondents to insure that the County maintains a drug-free workplace.

19.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

- 19.1 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 during the term of this Agreement.
- 19.2 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.

20.0 TEXAS ETHICS COMMISSION FORM 1295:

- 20.1 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 firms submitting a response to a formal Bid, RFP, SOQ 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.

- 20.2 On-line instructions:
 - 20.2.1 Name of governmental entity is to read: Fort Bend County.
 - 20.2.2 Identification number use: RFP 25-005.
 - 20.2.3 Description is: Contingency Restoration Services for Emergency Disasters.
- 20.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

21.0 INSURANCE:

- 21.1 All respondents shall submit, with RFP, a current 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.
- 21.2 At contract execution, contractor shall furnish County with property 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:
 - 21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 21.2.2 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.
 - 21.2.3 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.

- 21.2.4 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.
- 21.3 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.
- 21.4 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.

22.0 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.

- 22.1 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.
- 22.2 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.
- 22.3 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.

- 22.4 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.
- 22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 22.6 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.
- 22.7 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.

23.0 CONTRACTOR TO COMPLY WITH LAWS:

- 23.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the service is to be performed.
- 23.2 Contractor is not required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

24.0 PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

25.0 PROJECT DESCRIPTION AND REQUIREMENTS:

- 25.1 Fort Bend County seeks proposals from experienced firms for emergency disaster restoration services for Fort Bend County buildings and facilities immediately after a hurricane or disaster.

- 25.2 The objective of this RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently restoring County buildings and facilities in a timely and cost-effective manner. The successful contractor/s must be capable of assembling, directing, and managing a work force that can complete restoration services in a timely manner.
- 25.3 This RFP is intended to cover the needs for any scenario including but not limited to flooding, hurricanes, ice storms, etc.

26.0 SERVICE REQUIREMENTS:

- 26.1 Restoration services are to include but are not limited to: structural drying, carpet and upholstery cleaning, sewage cleaning, sanitation, and HVAC including air duct cleaning, etc.
- 26.2 The contractor will provide a call center phone number that is answered 24/7/365 by the contractor's employees. After a few initial questions, the County will be connected directly with an on-call manager in the contractor's nearest office to the area requiring emergency restoration services, who will immediately dispatch manpower and equipment to the restoration scene.
- 26.3 Contractor will arrive on-site within two (2) hours or less.
- 26.4 Contractor's responding crews are to arrive prepared and equipped to implement immediate security measures.
- 26.5 The contractor must be licensed or certified to perform the services if applicable in accordance with the State of Texas and local code requirements.
- 26.6 The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted with their proposal.
- 26.7 The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Fort Bend County.
- 26.8 The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.
- 26.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

- 26.10 All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.
- 26.11 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 26.12 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

27.0 ADDITIONAL CONSIDERATIONS:

- 27.1 The County shall have the right to terminate this contract or a part thereof before the work is completed in the event:
 - 27.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 27.1.2 The contractor is not adequately complying with the specifications.
 - 27.1.3 Proper techniques are not being followed after warning notification by the County.
 - 27.1.4 The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.
 - 27.4.5 The contractor is unnecessarily or willfully delaying the performance and completion of the work.
 - 27.4.6 The contractor refuses to proceed with work when and as directed.
 - 27.4.7 The contractor abandons the work.
 - 27.4.8 The contractor employs subcontractors who are on the Federal debarred listing.

28.0 PERFORMANCE SCHEDULE:

Immediately following arrival at restoration site, the contractor shall meet with the County representative to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

Unless directed otherwise by the County Representative, the contractor may conduct restoration operations 24 hours per day, 7 days per week.

29.0 PIGGYBACKING:

No other governmental entities are permitted to utilize this agreement.

30.0 PRICING:

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

- 30.1 Structural Cleaning and Restoration: \$_____ sq. ft.
- 30.2 Contents Cleaning: \$_____ sq. ft.
- 30.3 Structure and Content Drying: \$_____ sq. ft.
- 30.4 Building Deodorization: \$_____ cu. ft.
- 30.5 Water Extraction: \$_____ sq. ft.
- 30.6 HVAC Decontamination and Air Duct Cleaning: \$_____ sq. ft.
- 30.7 All Other General/Non-Construction Restoration Services: \$_____ sq. ft.

31.0 INVOICING REQUIREMENTS:

- 31.1 Contractor invoices for services are to be presented for payment to the appropriate County Representative. Each invoice will include the physical address of the restoration site, only one (1) site per invoice.
- 31.2 Contractor is to submit invoices regularly and for no more than 30-day periods.

32.0 REFERENCES:

Respondents must submit, with proposal, a minimum of three (3) letters of reference from current contracts (similar or larger operations) by the reference provider on reference's letterhead, with whom they have maintained a contract with for at least one (1) year. Dates for which the referenced work/contract term was performed, representative name which can be contacted, telephone number, mailing and email address must be included for each letter of reference.

33.0 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.

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

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Pricing
2	Firm Experience
3	Firm's Management Plan
4	Overall Completeness of Proposal

33.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

33.3 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.

33.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 40%)

- Provide detailed pricing as requested and associated prices (see 30.0).

Tab 2

Firm Experience (weight factor = 30%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing restoration services for municipal/county governments. List last five (5) activation contracts

including start and completion dates, size of contract, address of site, contact person, phone number and email address.

- Provide resumes of your project managers and key staff members.
- Provide listing of current awarded restoration contracts your firm will be expected to activate in the event of an emergency disaster.

Tab 3

Firm's Management Plan (weight factor = 25%)

- Provide information regarding compliance with all FEMA rules and regulations.
- Provide a detailed submission of firm's approach and ability to manage multiple restoration sites including but not limited to staffing, and delivery of timely quality service. If applicable, describe management and prompt payment of subcontractors.

Tab 4

Overall Completeness of Proposal (weight factor = 5%)

- Required Proof of Insurance
- Completed Vendor Form
- Completed W9 Form
- Completed Tax Form/Debt/Residence Certification
- Completed Contractor Acknowledgement of Stormwater Management Program Form

34.0 EVALUATION PROCESS:

34.1 After the proposals are received, the evaluation team will evaluate each proposal that was timely submitted and the evaluation will 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 over all 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 contract award without further discussion with Vendor(s), 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.

- 34.2 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, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 34.3 The evaluation team shall not disclose any information included in a Respondent'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.
- 34.4 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.
- 34.5 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.
- 34.6 All proposals submitted are to be valid for a period of ninety (90) days.

35.0 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.

36.0 TERM:

The term of this contract is **through September 30, 2025** renewable annually for four (4) years (through 30 September 2029) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

37.0 REQUIRED FORMS:

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

- 37.1 Proof of Required Insurance
- 37.2 Vendor Form

37.3 W9 Form

37.4 Tax Form/Debt/Residence Certification

37.5 Contractor Acknowledgement of Stormwater Management Program

38.0 EXHIBIT:

38.1 EXHIBIT A: Federal Clauses

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		
or									
Employer identification number									
					-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 alien;
- 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 Entities).

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:

1. 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.
5. 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 5 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,

4. 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

5. 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

Failure 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(c)(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 filed 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.

- 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—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
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 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

¹ See 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 expanded 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 alien 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 (1-800-829-3676).

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 alien, 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.

1. 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.

3. 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 paid 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	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

¹ 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.

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

³ 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.

⁴ 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 seeking 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 scam 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 taxable 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 false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

Required Contract Clauses-FEMA

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set at \$50,000, 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.

The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the Contractor must comply with all applicable laws, regulations, policy, and guidance. This includes among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA Policy and Guidance.

The DHS Standard Terms and Conditions in effect as of the date of the declaration of the major disaster listed in the project award used to fund this agreement are incorporated by reference into this Agreement and flow down to all third party contractors and their subcontractors at every tier unless a particular award term or condition specifically indicates otherwise.

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

Required Contract Clauses-2 CFR 200, Appendix II

1. Remedies

Contractor must include terms to address administrative, contractual or legal remedies for violations or breach of contract and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

2. Termination for Cause and Convenience

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

3. Equal Employment Opportunity

This requirement applies to all contracts involving a “federally assisted construction contract”. A “federally assisted construction contract” is defined as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

“Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act and Copeland “Anti-Kickback” Act

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act and the Copeland Anti-Kickback Act.

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, **it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.** In situations where the Davis-Bacon Act does not apply, the Copeland “Anti-Kickback” Act also does not apply.

For all prime construction contracts (which includes alteration or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds) in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractors are 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. Contractors’ are required to pay wages not less than once a week. In addition, the Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5. Contract Work Hours and Safety Standards Act

This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor for these contract clauses.

6. Rights to Inventions Made Under a Contract or Agreement

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

Contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

7. Clean Air Act and Federal Water Pollution Control Act

This requirement applies to all contracts over \$150,000,

a. Clean Air Act

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

b. Federal Water Pollution Control Act

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

8. Debarment and Suspension

This requirement applies to all contracts of \$25,000 or more.

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

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

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. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment

This requirement applies to all contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

10. Procurement of Recovered Materials

This requirement applies to all contracts for goods or services for \$10,000 or more.

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

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions

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

b. Prohibitions

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year

2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

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

d. Reporting requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a

subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. 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.

Additional FEMA Specific Contract Provisions

1. Access to Records

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever

or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In addition, for contracts entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Contract Changes or Modifications

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

3. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

EXHIBIT A

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

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

EXHIBIT 3

(Notice to Proceed)

NOTICE TO PROCEED

Pursuant to this Notice to Proceed, Fort Bend County (“**County**”) hereby authorizes Blackmon Mooring of Texas, LLC. or an affiliate (“**Contractor**”) to mobilize and perform the work described below (the “**Work**”) pursuant to the terms of the Agreement for Contingency Restoration Services For Emergency Disasters For Fort Bend County dated _____, 2024 (the “**Master Agreement**”).

1. INCORPORATION OF MASTER AGREEMENT. The Master Agreement is incorporated into this Notice to Proceed by reference as if set forth in full herein and made a part hereof for all purposes.

2. PROPERTY: The Work to be performed under this Notice to Proceed relates to the following Property:_____.

3. GENERAL DESCRIPTION OF THE WORK. The Work to be performed by Contractor pursuant to this Notice to Proceed includes

and more particularly described in: [] attached Scope of Work; [] Scope of Work to be submitted.

Once Work commences, County shall be notified in writing as soon as reasonably possible of any increases in costs that exceed the Estimated Materials and Services Contained in the Scope of Work.

4. NOTICE TO PROCEED SUM. Contractor will be compensated for the Work:

[] On a time and material basis in accordance with Contractor’s Time and Materials Rate Schedule attached to the Master Agreement within Exhibit 1.

[] _____

5. CONTRACT DOCUMENTS. The Contract Documents in existence at the time of execution of this Notice to Proceed are the Master Agreement, this Notice to Proceed, any Scope of Work, and the documents listed below, which are attached hereto or incorporated by reference (*list any applicable drawings, specifications, addenda, and other documents below*):

CUSTOMER:

CONTRACTOR:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____