

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO AGREEMENT FOR TANDEM WALK IN HEAVY RESCUE
HAZMAT UNIT
(HGAC Contract No. FS12-23)**

THIS ADDENDUM is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d), and Metro Fire Apparatus Specialists, Inc. ("MFAS"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as "Parties").

WHEREAS, the County desires that MFAS provide services for Fort Bend County in accordance with the MFAS Quote attached hereto as Exhibit "A, subject to the changes herein, and in accordance with the HGAC Contract No. FS12-23, incorporated by reference herein; and

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

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

1. **Scope of Services.** MFAS shall provide services for Fort Bend County in accordance with the MFAS Quote attached hereto as Exhibit "A, subject to the changes herein, and in accordance with the HGAC Contract No. FS12-23, both of which are incorporated herein by reference.
2. **Compensation and Payment.** MFAS's fees shall be calculated at the rates set forth in the attached Exhibit A. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
3. **Time of Performance.** The Agreement shall be effective upon execution by County. The time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than 800 days after receipt of the Notice to Proceed. MFAS shall complete the tasks described in the Scope of Services and the attached Exhibit within this time or within such additional time as may be extended by the County.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Limit of Appropriation.** MFAS 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 Two Million One Hundred Ninety-Nine Thousand, Six Hundred Forty-Five and 00/100 dollars (\$2,199,645.00), specifically allocated to fully discharge any and all liabilities County may incur. MFAS does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that MFAS may become entitled to and the total maximum sum that County may become liable to pay to MFAS shall not under any conditions, circumstances, or interpretations thereof exceed Two Million One Hundred Ninety-Nine Thousand, Six Hundred Forty-Five and 00/100 dollars (\$2,199,645.00).

6. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
5. **Confidential Information.** MFAS expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't. Code Ann. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by MFAS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
6. **Performance Warranty.** MFAS warrants to County that MFAS has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the state of Texas and MFAS 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 industry standards.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless MFAS for any reason are hereby deleted.
8. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by MFAS in any way associated with the Agreement.
9. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
10. **Applicable and Governing Law.**
 - a. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
 - b. As required by Chapter 2271, Government Code, MFAS verifies that if MFAS employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, MFAS hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement.
 - c. By signature below, MFAS represents pursuant to Section 2252.152 of the Texas Government Code, that MFAS 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.

11. **Conflict.** All terms and conditions of the Agreement not modified herein remains in full force and effect. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Renewal. This Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Electronic and Digital Signatures.** The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
14. **Grant Funding.** MFAS understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. MFAS represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "B" attached hereto and incorporated herein for all purposes.

{EXECUTION PAGE FOLLOWS}

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

FORT BEND COUNTY

METRO FIRE APPARATUS SPECIALISTS, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Brian Russell

Authorized Agent- Printed Name

ATTEST:

Apparatus Manager

Title

Laura Richard, County Clerk

5-7-2025

Date

REVIEWED:



Justin Jurek, Fire Marshal

AUDITOR'S CERTIFICATE

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

Exhibit A: MFAS Quote

Exhibit B: Grant Requirements

i:\agreements\2025 agreements\fire marshal\metro fire apparatus specialists, inc. (25-fire-100668)\addendum to agreement for tandem walk in heavy rescue hazmat unit [gcac contact no. fs12-23] (25-fire-100668).docx bo

EXHIBIT A

| Category | SVI # | Manufacturer | Model | Description | List / MSRP Price | Discount (%) | Net \$ | QTY | Total |
|----------------------|----------|--------------|-------------|---|-------------------|--------------|----------|-----|----------|
| SVI OPTIONS | | | | | | | | | |
| L. Published Options | SVI00002 | SVI | SVI Options | Engineering Drawings, 17" x 11" Sheet | \$777 | 15% | \$661 | 1 | \$661 |
| L. Published Options | SVI00003 | SVI | SVI Options | Construction Documentation: NFPA 1901, Fire Apparatus | \$299 | 15% | \$254 | 1 | \$254 |
| L. Published Options | SVI00005 | SVI | SVI Options | Operations and Service Documentation: One (1) Copy | \$945 | 15% | \$803 | 1 | \$803 |
| L. Published Options | SVI00010 | SVI | SVI Options | Fire Apparatus Safety Guide: Fire Apparatus Manufacturer's Association. | \$77 | 15% | \$66 | 1 | \$66 |
| L. Published Options | SVI00011 | SVI | SVI Options | Testing: Road, NFPA | \$310 | 15% | \$263 | 1 | \$263 |
| L. Published Options | SVI00012 | SVI | SVI Options | Testing: 12 VDC, OEM Tested | \$291 | 15% | \$248 | 1 | \$248 |
| L. Published Options | SVI00014 | SVI | SVI Options | Testing: 120/240 VAC, NFPA 1901, UL Tested | \$2,038 | 15% | \$1,732 | 1 | \$1,732 |
| L. Published Options | SVI00015 | SVI | SVI Options | Testing: Line Voltage, Dielectric Withstand | \$65 | 15% | \$55 | 1 | \$55 |
| L. Published Options | SVI00043 | SVI | SVI Options | Chassis Options: Custom, 4-Door, USA | \$858 | 15% | \$729 | 1 | \$729 |
| L. Published Options | SVI00049 | SVI | SVI Options | Chassis Options: Custom, 4-Door | \$162 | 15% | \$138 | 1 | \$138 |
| L. Published Options | SVI00063 | SVI | SVI Options | Bumper: SVI Edge Custom, Painted, 28" Extension | \$9,346 | 15% | \$7,944 | 1 | \$7,944 |
| L. Published Options | SVI00083 | SVI | SVI Options | Bumper: Recessed Intersection Lighting | \$236 | 15% | \$200 | 1 | \$200 |
| L. Published Options | SVI00093 | SVI | SVI Options | Air Horns: Chassis Supplied, Recessed, Re-Mount | \$534 | 15% | \$454 | 1 | \$454 |
| L. Published Options | SVI00107 | SVI | SVI Options | Siren Mechanical: Chassis Supplied, Recessed, Remount | \$3,001 | 15% | \$2,551 | 1 | \$2,551 |
| L. Published Options | SVI00131 | SVI | SVI Options | Exhaust: Diverter Exhaust | \$3,695 | 15% | \$3,141 | 1 | \$3,141 |
| L. Published Options | SVI00133 | SVI | SVI Options | Exhaust Diverter: Horizontal/Vertical Pipe | \$3,883 | 15% | \$3,301 | 1 | \$3,301 |
| L. Published Options | SVI00195 | SVI | SVI Options | Radio/Antenna: Install Mobile Fire | \$704 | 15% | \$598 | 1 | \$598 |
| L. Published Options | SVI00299 | SVI | SVI Options | Hub & Nut Covers: Cab/Chassis Supplied, Shipped Loose | \$107 | 15% | \$91 | 1 | \$91 |
| L. Published Options | SVI00308 | SVI | SVI Options | Mudflaps: SVI Logo, 1/4" Rubber | \$403 | 15% | \$342 | 1 | \$342 |
| L. Published Options | SVI00321 | SVI | SVI Options | Chassis Air: Tank Drains, Valves (Up To 5 Tanks) | \$919 | 15% | \$781 | 1 | \$781 |
| L. Published Options | SVI00337 | SVI | SVI Options | Mounting Plate: Engine Cover (Custom) | \$518 | 15% | \$440 | 1 | \$440 |
| L. Published Options | SVI00338 | SVI | SVI Options | Map Box: Engine Cover | \$1,710 | 15% | \$1,453 | 1 | \$1,453 |
| L. Published Options | SVI00341 | SVI | SVI Options | Map Box: Adjustable Divider(s) | \$267 | 15% | \$227 | 1 | \$227 |
| L. Published Options | SVI00342 | SVI | SVI Options | Map Box: Cup Holder (2) | \$646 | 15% | \$549 | 1 | \$549 |
| L. Published Options | SVI00343 | SVI | SVI Options | Holder: Glove Box | \$254 | 15% | \$216 | 1 | \$216 |
| L. Published Options | SVI00348 | SVI | SVI Options | Officer Dash: MDT Mount, Sliding Tray | \$968 | 15% | \$823 | 1 | \$823 |
| L. Published Options | SVI00355 | SVI | SVI Options | Desk: Straight, Full Width | \$3,938 | 15% | \$3,347 | 1 | \$3,347 |
| L. Published Options | SVI00358 | SVI | SVI Options | Desk: Pencil Drawer | \$363 | 15% | \$309 | 2 | \$617 |
| L. Published Options | SVI00362 | SVI | SVI Options | Desk: Component Console | \$1,238 | 15% | \$1,053 | 2 | \$2,105 |
| L. Published Options | SVI00371 | SVI | SVI Options | Overhead Cabinet: Door, Clear Lexan | \$573 | 15% | \$487 | 1 | \$487 |
| L. Published Options | SVI00378 | SVI | SVI Options | Seat: Bostrom Sierra ABTS 3-Point, Pedestal 5" Adj. VDR | \$6,889 | 15% | \$5,856 | 2 | \$11,711 |
| L. Published Options | SVI00381 | SVI | SVI Options | Accessory Mounting: Radio, 3" Recessed | \$292 | 15% | \$248 | 1 | \$248 |
| L. Published Options | SVI00382 | SVI | SVI Options | Accessory Mounting: Radio, 3" Filler Plate | \$132 | 15% | \$112 | 1 | \$112 |
| L. Published Options | SVI00383 | SVI | SVI Options | Accessory Mounting: CAT 6 Data Ports | \$226 | 15% | \$192 | 1 | \$192 |
| L. Published Options | SVI00385 | SVI | SVI Options | Accessory Mounting: 120 VAC Duplex Outlet | \$506 | 15% | \$430 | 1 | \$430 |
| L. Published Options | SVI00386 | SVI | SVI Options | Accessory Mounting: 12 VDC USB, Dual Port | \$194 | 15% | \$165 | 1 | \$165 |
| L. Published Options | SVI00392 | SVI | SVI Options | VDC Light Activation: Rocker Switch | \$164 | 15% | \$140 | 1 | \$140 |
| L. Published Options | SVI00394 | SVI | SVI Options | VDC Light Activation: CPI Door Switch, Hinged | \$195 | 15% | \$166 | 2 | \$331 |
| L. Published Options | SVI00397 | SVI | SVI Options | Cabinet: Shelf Trac, Aluminum | \$287 | 15% | \$244 | 1 | \$244 |
| L. Published Options | SVI00398 | SVI | SVI Options | Cabinet: Shelf, Aluminum | \$376 | 15% | \$320 | 1 | \$320 |
| L. Published Options | SVI00399 | SVI | SVI Options | Whiteboard: Magnetic | \$644 | 15% | \$547 | 1 | \$547 |
| L. Published Options | SVI00406 | SVI | SVI Options | Video Monitor: Samsung Flat Panel, 24" LED, 4 Series | \$740 | 15% | \$629 | 2 | \$1,257 |
| L. Published Options | SVI00422 | SVI | SVI Options | Cab Roof A/C Heat: Dometic Penguin, Low Pro, 13,500/5,600 BTU | \$4,900 | 15% | \$4,165 | 1 | \$4,165 |
| L. Published Options | SVI00481 | SVI | SVI Options | BODY: 26' Front Walk-In Tandem, Rescue, 5 Side Compts. | \$108,281 | 15% | \$92,039 | 1 | \$92,039 |

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|----------------------|----------|-----|-------------|---|----------|-----|----------|----|----------|
| L. Published Options | SVI00565 | SVI | SVI Options | MATERIAL: 3/16" Aluminum (TND) (WI) (WT) | \$90,839 | 15% | \$77,213 | 1 | \$77,213 |
| L. Published Options | SVI00607 | SVI | SVI Options | BODY ROOF: 3/16" Aluminum, NFPA Treadplate | \$9,424 | 15% | \$8,010 | 1 | \$8,010 |
| L. Published Options | SVI00735 | SVI | SVI Options | SUBFRAME: 2" x 6" x 1/4" Aluminum Tube | \$18,642 | 15% | \$15,845 | 1 | \$15,845 |
| L. Published Options | SVI00748 | SVI | SVI Options | MOUNTING: Spring Mounts, 6" Aluminum Subframe | \$661 | 15% | \$562 | 6 | \$3,371 |
| L. Published Options | SVI00752 | SVI | SVI Options | REAR BUMPER: | \$2,086 | 15% | \$1,773 | 1 | \$1,773 |
| L. Published Options | SVI00778 | SVI | SVI Options | Ground Lights: (2) OnScene White LED, Rough-Service Housing | \$534 | 15% | \$454 | 1 | \$454 |
| L. Published Options | SVI00791 | SVI | SVI Options | Body Fender Panels: 3/16" Smooth Aluminum (TND) | \$3,008 | 15% | \$2,557 | 1 | \$2,557 |
| L. Published Options | SVI00803 | SVI | SVI Options | Fender Finish: SST Fenderette (TND) | \$2,358 | 15% | \$2,005 | 1 | \$2,005 |
| L. Published Options | SVI00807 | SVI | SVI Options | Wheel Well Liner: Bolted Polymer (TND) | \$2,043 | 15% | \$1,737 | 1 | \$1,737 |
| L. Published Options | SVI00814 | SVI | SVI Options | Fender TND: Step, Center w/Handrail | \$2,144 | 15% | \$1,822 | 1 | \$1,822 |
| L. Published Options | SVI00822 | SVI | SVI Options | Fender SCBA Compts: Painted Door, (4) CS / (3) SS, (14) 8" Dia. (TND) | \$6,529 | 15% | \$5,550 | 1 | \$5,550 |
| L. Published Options | SVI00832 | SVI | SVI Options | Fuel Fill Door: SST, Hinged Door, Streetside Fender | \$1,292 | 15% | \$1,098 | 1 | \$1,098 |
| L. Published Options | SVI00833 | SVI | SVI Options | Fuel Fill Door: SST, Hinged Door, Curbside Fender | \$1,292 | 15% | \$1,098 | 1 | \$1,098 |
| L. Published Options | SVI00878 | SVI | SVI Options | Roll-up Door: ROM Series IV | \$2,797 | 15% | \$2,377 | 10 | \$23,773 |
| L. Published Options | SVI00880 | SVI | SVI Options | Roll-up Door Finish: ROM Painted, Job Color, Single Color | \$845 | 15% | \$718 | 10 | \$7,179 |
| L. Published Options | SVI00889 | SVI | SVI Options | Door Ajar Switch: Mechanical Type, Harsh Environment - Roll-Up | \$202 | 15% | \$172 | 1 | \$172 |
| L. Published Options | SVI00892 | SVI | SVI Options | Door Lock: Amdor/ROM, Keyed # | \$214 | 15% | \$182 | 1 | \$182 |
| L. Published Options | SVI00894 | SVI | SVI Options | Door Lock: Roll-up, Manual Lock (Std) | \$110 | 15% | \$94 | 1 | \$94 |
| L. Published Options | SVI00902 | SVI | SVI Options | Door Pull Strap: Elastic, Roll-up, Footman Loop, Mid Side Wall | \$209 | 15% | \$178 | 1 | \$178 |
| L. Published Options | SVI00903 | SVI | SVI Options | Drip Pan/Door Guard: Roll-up | \$316 | 15% | \$269 | 1 | \$269 |
| L. Published Options | SVI00906 | SVI | SVI Options | Hinged Single Panel Door Handle: D-Ring, w/Lock | \$343 | 15% | \$291 | 1 | \$291 |
| L. Published Options | SVI00917 | SVI | SVI Options | Compartment Threshold: Aluminum | \$88 | 15% | \$75 | 10 | \$746 |
| L. Published Options | SVI00919 | SVI | SVI Options | Floor: Extended | \$317 | 15% | \$270 | 1 | \$270 |
| L. Published Options | SVI00926 | SVI | SVI Options | Shelf Trac: Aluminum | \$410 | 15% | \$349 | 9 | \$3,137 |
| L. Published Options | SVI00928 | SVI | SVI Options | Shelf: Adjustable, | \$641 | 15% | \$544 | 4 | \$2,178 |
| L. Published Options | SVI00929 | SVI | SVI Options | Shelf: Adjustable, 47" D, 1/2 Compt. Depth | \$1,025 | 15% | \$871 | 3 | \$2,614 |
| L. Published Options | SVI00931 | SVI | SVI Options | Tray: Stationary 400 lb. | \$1,391 | 15% | \$1,183 | 4 | \$4,730 |
| L. Published Options | SVI00935 | SVI | SVI Options | Tray: OnScene, Stationary 1,000 lb., 47" D, 1/2 Compt. Depth | \$2,901 | 15% | \$2,466 | 4 | \$9,863 |
| L. Published Options | SVI00937 | SVI | SVI Options | Tray: OnScene, Stationary 1,000 lb., Transverse | \$3,804 | 15% | \$3,233 | 1 | \$3,233 |
| L. Published Options | SVI00961 | SVI | SVI Options | Wall Mounting: Smooth Aluminum, | \$613 | 15% | \$521 | 2 | \$1,042 |
| L. Published Options | SVI00994 | SVI | SVI Options | Vertical Partition: Fore/Aft Compartment, Above Frame Level | \$945 | 15% | \$803 | 1 | \$803 |
| L. Published Options | SVI00998 | SVI | SVI Options | Module: Long Equipment | \$1,722 | 15% | \$1,463 | 1 | \$1,463 |
| L. Published Options | SVI00999 | SVI | SVI Options | Module: Pike Pole, SVI Supplied | \$81 | 15% | \$68 | 3 | \$205 |
| L. Published Options | SVI01056 | SVI | SVI Options | Drawer Cabinet: Lista DW600, 56-1/2" W x 27-1/2" H | \$3,016 | 15% | \$2,564 | 1 | \$2,564 |
| L. Published Options | SVI01059 | SVI | SVI Options | Fuel Cabinet: Aluminum, Double Doors, Safety Yellow | \$1,721 | 15% | \$1,463 | 1 | \$1,463 |
| L. Published Options | SVI01062 | SVI | SVI Options | Clay Absorbent Hopper: Full Body Height, Roof Compartment Fill | \$2,714 | 15% | \$2,307 | 1 | \$2,307 |
| L. Published Options | SVI01081 | SVI | SVI Options | Pass-Thru Hinged Doors to Interior | \$2,276 | 15% | \$1,934 | 1 | \$1,934 |
| L. Published Options | SVI01089 | SVI | SVI Options | Compartment Vent: Plastic Louvers | \$70 | 15% | \$60 | 1 | \$60 |
| L. Published Options | SVI01200 | SVI | SVI Options | Reel: 120 VAC, 200' of 10/3 | \$2,809 | 15% | \$2,388 | 1 | \$2,388 |
| L. Published Options | SVI01204 | SVI | SVI Options | Electrical Cable: , 200' of 10/3 | \$1,404 | 15% | \$1,193 | 1 | \$1,193 |
| L. Published Options | SVI01207 | SVI | SVI Options | Power Distribution Box: Akron Brass EJBX, Gray | \$1,092 | 15% | \$929 | 1 | \$929 |
| L. Published Options | SVI01208 | SVI | SVI Options | Power Distribution Box: 12" Pigtail with L5-30 Plug | \$202 | 15% | \$172 | 1 | \$172 |
| L. Published Options | SVI01211 | SVI | SVI Options | 120 VAC, 5-20 Duplex Straight Blade [Opt #5] | \$41 | 15% | \$35 | 1 | \$35 |
| L. Published Options | SVI01214 | SVI | SVI Options | Power Distribution Box: Mounting, EJB-VMT, Vertical Mount, Treadplate | \$585 | 15% | \$498 | 1 | \$498 |
| L. Published Options | SVI01302 | SVI | SVI Options | Reel: Low Pressure Air Hose, 200' | \$2,535 | 15% | \$2,154 | 1 | \$2,154 |
| L. Published Options | SVI01308 | SVI | SVI Options | Hose: Low Pressure, 200' of 3/8" ID, 300 PSI, Blue | \$1,296 | 15% | \$1,102 | 1 | \$1,102 |
| L. Published Options | SVI01312 | SVI | SVI Options | Reel Supply: From LP Utility Air Compressor | \$844 | 15% | \$717 | 1 | \$717 |

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|----------------------|----------|-----|-------------|---|----------|-----|----------|----|----------|
| L. Published Options | SVI01315 | SVI | SVI Options | Reel: Control and Regulator Adjacent to Reel | \$1,037 | 15% | \$882 | 1 | \$882 |
| L. Published Options | SVI01317 | SVI | SVI Options | Reel Fairlead: Stationary Mount | \$163 | 15% | \$139 | 1 | \$139 |
| L. Published Options | SVI01371 | SVI | SVI Options | Underbody Step: (1) SVI Slide-out DiamondBack Step | \$1,665 | 15% | \$1,415 | 1 | \$1,415 |
| L. Published Options | SVI01372 | SVI | SVI Options | Underbody Light: OnScene, LED, Rough Service Housing | \$271 | 15% | \$231 | 1 | \$231 |
| L. Published Options | SVI01385 | SVI | SVI Options | Upper Compartment, Rear Access | \$4,188 | 15% | \$3,560 | 1 | \$3,560 |
| L. Published Options | SVI01432 | SVI | SVI Options | Upper Body Compts: Open, (5) [15][25] | \$21,311 | 15% | \$18,114 | 1 | \$18,114 |
| L. Published Options | SVI01509 | SVI | SVI Options | Plastic Tile Color: Dri-Dek, | \$115 | 15% | \$98 | 26 | \$2,547 |
| L. Published Options | SVI01510 | SVI | SVI Options | Plastic Tile Color: Dri-Dek, Edge Trim, | \$20 | 15% | \$17 | 26 | \$451 |
| L. Published Options | SVI01523 | SVI | SVI Options | Receiver: Rope Anchor and/or Portable Winch, Front Bumper | \$1,208 | 15% | \$1,027 | 1 | \$1,027 |
| L. Published Options | SVI01532 | SVI | SVI Options | Portable Winch: 12 VDC Powerport, Warn | \$952 | 15% | \$809 | 1 | \$809 |
| L. Published Options | SVI01533 | SVI | SVI Options | Receiver: Rubber Cover | \$85 | 15% | \$72 | 1 | \$72 |
| L. Published Options | SVI01568 | SVI | SVI Options | Gravel Guards: Stainless, Front Lower Corners | \$386 | 15% | \$328 | 1 | \$328 |
| L. Published Options | SVI01583 | SVI | SVI Options | Rear Stairway Roof Access: Treads/Vertical Risers, Optional Step Compartments | \$5,572 | 15% | \$4,736 | 1 | \$4,736 |
| L. Published Options | SVI01595 | SVI | SVI Options | Handrail: (1) Aluminum, Hansen LED | \$425 | 15% | \$362 | 1 | \$362 |
| L. Published Options | SVI01600 | SVI | SVI Options | Handrails: Painted, Yellow | \$97 | 15% | \$82 | 1 | \$82 |
| L. Published Options | SVI01606 | SVI | SVI Options | Step: Cast Products SP2014, LED Light, Each | \$247 | 15% | \$210 | 1 | \$210 |
| L. Published Options | SVI01617 | SVI | SVI Options | Awning: Girard G-2000,Box, 120 VAC | \$7,589 | 15% | \$6,450 | 2 | \$12,901 |
| L. Published Options | SVI01620 | SVI | SVI Options | Awning: Recess Mounted | \$3,907 | 15% | \$3,321 | 1 | \$3,321 |
| L. Published Options | SVI01621 | SVI | SVI Options | Awning: Housing, Paint to Match Upper Body | \$1,719 | 15% | \$1,461 | 1 | \$1,461 |
| L. Published Options | SVI01626 | SVI | SVI Options | Interior Component Finish: Powder Coat | \$624 | 15% | \$531 | 1 | \$531 |
| L. Published Options | SVI01642 | SVI | SVI Options | Interior Sliding Pocket Door | \$3,114 | 15% | \$2,647 | 1 | \$2,647 |
| L. Published Options | SVI01649 | SVI | SVI Options | Interior Finish: FRP, Full Height | \$19,794 | 15% | \$16,825 | 1 | \$16,825 |
| L. Published Options | SVI01652 | SVI | SVI Options | Sub Floor Material: 3/4" Thermoplastic | \$3,555 | 15% | \$3,021 | 1 | \$3,021 |
| L. Published Options | SVI01654 | SVI | SVI Options | Walk-in floor: 3/16" Aluminum TP | \$5,543 | 15% | \$4,711 | 1 | \$4,711 |
| L. Published Options | SVI01660 | SVI | SVI Options | Interior Cabinet: Overhead | \$1,834 | 15% | \$1,559 | 3 | \$4,677 |
| L. Published Options | SVI01668 | SVI | SVI Options | Door Type: Lift-Up, Dry-Erase | \$1,051 | 15% | \$893 | 3 | \$2,679 |
| L. Published Options | SVI01677 | SVI | SVI Options | Under Cabinet: Communication and Electronics Console | \$1,769 | 15% | \$1,503 | 1 | \$1,503 |
| L. Published Options | SVI01678 | SVI | SVI Options | Lab Containment Enclosure: Flow Sciences, FS2010FD | \$14,000 | 15% | \$11,900 | 1 | \$11,900 |
| L. Published Options | SVI01681 | SVI | SVI Options | Interior Decks: Smooth Stainless Steel | \$344 | 15% | \$292 | 1 | \$292 |
| L. Published Options | SVI01744 | SVI | SVI Options | Roof Mount A/C Heat System: Dometic Penguin II, Low Pro, 13,500/5,600 BTU | \$3,739 | 15% | \$3,178 | 1 | \$3,178 |
| L. Published Options | SVI01773 | SVI | SVI Options | Multiplex Display: Weldon Vista IV, Cab Chassis Supplied | \$219 | 15% | \$186 | 1 | \$186 |
| L. Published Options | SVI01799 | SVI | SVI Options | Battery Switch: Cab Chassis Supplied | \$134 | 15% | \$114 | 1 | \$114 |
| L. Published Options | SVI01801 | SVI | SVI Options | Battery Solenoid: 200 Amp | \$787 | 15% | \$669 | 1 | \$669 |
| L. Published Options | SVI01817 | SVI | SVI Options | Shore Power Inlet: Chassis Supplied, Auto Eject | \$170 | 15% | \$145 | 1 | \$145 |
| L. Published Options | SVI01824 | SVI | SVI Options | 12 VDC Fuse Block(s): Blue Sea | \$240 | 15% | \$204 | 1 | \$204 |
| L. Published Options | SVI01871 | SVI | SVI Options | Interior Lights OnScene, Switch Location: CS Fwd Bulkhead | \$497 | 15% | \$422 | 1 | \$422 |
| L. Published Options | SVI01876 | SVI | SVI Options | Tail Lights: Whelen M6 LED, Individual Bezel | \$2,207 | 15% | \$1,876 | 1 | \$1,876 |
| L. Published Options | SVI01891 | SVI | SVI Options | Clearance Lights and Reflectors: Whelen OS LED | \$1,207 | 15% | \$1,026 | 1 | \$1,026 |
| L. Published Options | SVI01893 | SVI | SVI Options | Rear Bumper Marker Lights: Britax LED, Rubber Mounted | \$530 | 15% | \$451 | 1 | \$451 |
| L. Published Options | SVI01899 | SVI | SVI Options | License Plate: LED Light and Bracket | \$274 | 15% | \$233 | 1 | \$233 |
| L. Published Options | SVI01972 | SVI | SVI Options | Scene Light VDC: Resess Mounting Dual, 0 Deg. Chrome Flange | \$719 | 15% | \$611 | 1 | \$611 |
| L. Published Options | SVI01980 | SVI | SVI Options | Scene Light Activation in Reverse | \$163 | 15% | \$139 | 1 | \$139 |
| L. Published Options | SVI02044 | SVI | SVI Options | Traffic Advisor: Whelen ION | \$2,945 | 15% | \$2,503 | 1 | \$2,503 |
| L. Published Options | SVI02094 | SVI | SVI Options | Paint Body: Two Color | \$40,533 | 15% | \$34,453 | 1 | \$34,453 |
| L. Published Options | SVI02097 | SVI | SVI Options | Paint Body: Metallic Paint Upgrade | \$2,884 | 15% | \$2,451 | 1 | \$2,451 |
| L. Published Options | SVI02122 | SVI | SVI Options | Chevron Stripe: Cab Bumper, Scotchlite | \$673 | 15% | \$572 | 1 | \$572 |
| L. Published Options | SVI02195 | SVI | SVI Options | Reflective Stripe: Walkway Edge | \$102 | 15% | \$87 | 1 | \$87 |

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| Category | SVI # | Manufacturer | Model | Description | List / MSRP Price | Discount (%) | Net \$ | QTY | Total |
|------------------------|------------|--------------|-------------------|--|-------------------|--------------|-----------|-----|-------------|
| CHASSIS OPTIONS | | | | | | | | | |
| L. Published Options | C11 | Spartan | Metrostar | Spartan Metrostar, MFD, 10RR, 4 Door, Diesel, L9 380 HP 20K / 24K - Rescue Chassis | \$438,763 | 15% | \$372,949 | -1 | (\$372,949) |
| L. Published Options | C12 | Spartan | Gladiator | Gladiator MFD 10" RR Diesel, L9 450 HP 20K / 24K Rescue - Chassis | \$466,054 | 15% | \$396,146 | 1 | \$396,146 |
| L. Published Options | FC0000048 | Spartan | FC - 94 Options | Cab Paint Exterior Two Tone | \$2,053 | 15% | \$1,745 | 1 | \$1,745 |
| L. Published Options | FC0000098 | Spartan | FC - 94 Options | RH Ext Rr Cmpt Lt LED Strip Lt | \$104 | 15% | \$88 | 1 | \$88 |
| L. Published Options | FC0000111 | Spartan | FC - 94 Options | Data Recording Sys Vehicle Data Weldon MUX | \$137 | 15% | \$116 | 1 | \$116 |
| L. Published Options | FC0000133 | Spartan | FC - 94 Options | Aux Engine Brake Compression Brake w/VG Turbo | \$2,337 | 15% | \$1,986 | 1 | \$1,986 |
| L. Published Options | FC0000161 | Spartan | FC - 94 Options | NO Engine Pump Heat Exchanger | -\$422 | 15% | -\$359 | 1 | (\$359) |
| L. Published Options | FC0000199 | Spartan | FC - 94 Options | PTO Location 8:00/1:00 | \$1,564 | 15% | \$1,329 | 1 | \$1,329 |
| L. Published Options | FC0000210 | Spartan | FC - 94 Options | Driveline MSI 1810/1710 w/Meritor U-Joints w/Thrust Washers | \$862 | 15% | \$733 | 1 | \$733 |
| L. Published Options | FC0000219 | Spartan | FC - 94 Options | NO Midship Pump/Gearbox | -\$485 | 15% | -\$412 | 1 | (\$412) |
| L. Published Options | FC0000249 | Spartan | FC - 94 Options | NO Pump Shift Controls | -\$222 | 15% | -\$189 | 1 | (\$189) |
| L. Published Options | FC0000251 | Spartan | FC - 94 Options | NO Pump Shift Control Plumbing | -\$244 | 15% | -\$207 | 1 | (\$207) |
| L. Published Options | FC0000317 | Spartan | FC - 94 Options | Rear Susp Hendrickson FireMaax Air 40000-48000# | \$13,108 | 15% | \$11,142 | 1 | \$11,142 |
| L. Published Options | FC0000328 | Spartan | FC - 94 Options | Frt Tire 425/65R 22.5 Michelin XZY3 | \$447 | 15% | \$380 | 2 | \$760 |
| L. Published Options | FC0000404 | Spartan | FC - 94 Options | Air Inlet Connection | \$67 | 15% | \$57 | 1 | \$57 |
| L. Published Options | FC0000444 | Spartan | FC - 94 Options | Frame Paint Hot Dipped Galvanized - Frame Only Addl Comp Blk Powder Coat | \$5,192 | 15% | \$4,413 | 1 | \$4,413 |
| L. Published Options | FC0000515 | Spartan | FC - 94 Options | Cab Tilt Limit Sw Preset Limit | \$121 | 15% | \$103 | 1 | \$103 |
| L. Published Options | FC0000528 | Spartan | FC - 94 Options | Glass Rr Dr RH Pwr | \$632 | 15% | \$537 | 1 | \$537 |
| L. Published Options | FC0000534 | Spartan | FC - 94 Options | NO Glass Rear Door LH | \$104 | 15% | \$88 | 1 | \$88 |
| L. Published Options | FC0000683 | Spartan | FC - 94 Options | NO Seat Belt Orientation Crew | \$104 | 15% | \$88 | 1 | \$88 |
| L. Published Options | FC0000688 | Spartan | FC - 94 Options | NO Seat Rear Facing Outer Location | -\$783 | 15% | -\$666 | 1 | (\$666) |
| L. Published Options | FC0000777 | Spartan | FC - 94 Options | Cab Door Hardware Chrome w/Scuff Plate | \$1,220 | 15% | \$1,037 | 1 | \$1,037 |
| L. Published Options | FC0000826 | Spartan | FC - 94 Options | Batt Jumper Stud Frt LH Lwr Step 8" Apart | \$64 | 15% | \$54 | 1 | \$54 |
| L. Published Options | FC0000829 | Spartan | FC - 94 Options | Alternator Leece-Neville 320A | \$562 | 15% | \$478 | 1 | \$478 |
| L. Published Options | FC0000937 | Spartan | FC - 94 Options | Headlight Flasher Alternating | \$117 | 15% | \$99 | 1 | \$99 |
| L. Published Options | FC0001016 | Spartan | FC - 94 Options | Audible Warning LH Foot Switch Siren | \$67 | 15% | \$57 | 1 | \$57 |
| L. Published Options | FC0001095 | Spartan | FC - 94 Options | Radio Jensen WB/AM/FM/iPod/Sat/BT | \$801 | 15% | \$681 | 1 | \$681 |
| L. Published Options | MET0000113 | Spartan | Metrostar Options | Cab Style ELFD 24" Raised Roof | \$19,082 | 15% | \$16,220 | 1 | \$16,220 |
| L. Published Options | MET0000114 | Spartan | Metrostar Options | Occupant Protection IMMI 4Front & RollTek w/SRA | \$8,558 | 15% | \$7,274 | 1 | \$7,274 |
| L. Published Options | MET0000118 | Spartan | Metrostar Options | Cab Frt Fascia Classic w/Gloss Black Headlight Bezels | \$754 | 15% | \$641 | 1 | \$641 |
| L. Published Options | MET0000125 | Spartan | Metrostar Options | Cab Frt Grille Hinged Classic Styled Gloss Black | \$1,273 | 15% | \$1,082 | 1 | \$1,082 |
| L. Published Options | MET0000164 | Spartan | Metrostar Options | Cab Paint Pinstripe 1/2" Gold Leaf | \$867 | 15% | \$737 | 1 | \$737 |
| L. Published Options | MET0000188 | Spartan | Metrostar Options | Cab Interior/Component Coating Mixed | \$1,017 | 15% | \$864 | 1 | \$864 |
| L. Published Options | MET0000195 | Spartan | Metrostar Options | Cab Paint Int Bedliner Black | \$2,464 | 15% | \$2,094 | 1 | \$2,094 |
| L. Published Options | MET0000203 | Spartan | Metrostar Options | Cab Entry Doors (3) RH Curbside Crew | \$5,147 | 15% | \$4,375 | 1 | \$4,375 |
| L. Published Options | MET0000553 | Spartan | Metrostar Options | LH Ext Rr Cmpt Lt (2) LED Strip Lt | \$519 | 15% | \$441 | 1 | \$441 |
| L. Published Options | MET0000729 | Spartan | Metrostar Options | Rear Cab Wall Cutout 24.0"W x 76.50"H | \$774 | 15% | \$658 | 1 | \$658 |
| L. Published Options | MET0000739 | Spartan | Metrostar Options | OEM Wir MUX Programming For Separate/Individual Circuits | \$567 | 15% | \$482 | 1 | \$482 |
| L. Published Options | MET0000827 | Spartan | Metrostar Options | Aux Acc Pwr 12 Fuse Blue Sea Pnl Bhd Sw Pnl w/80A Fuse Batt Dir | \$523 | 15% | \$445 | 1 | \$445 |
| L. Published Options | MET0000911 | Spartan | Metrostar Options | Addl Acc Pwr 10 Fuse Pnl Bhd Drv Seat w/40A Fuse Batt Dir 5' Loop Temp Mnt | \$499 | 15% | \$424 | 1 | \$424 |
| L. Published Options | MET0001000 | Spartan | Metrostar Options | Extra Acc Pwr 10 Fuse Pnl Bhd Off Seat w/40A Fuse Batt Dir 5' Loop | \$483 | 15% | \$411 | 1 | \$411 |
| L. Published Options | MET0001309 | Spartan | Metrostar Options | Transmission Allison 4000 EVS w/Retarder | \$40,533 | 15% | \$34,453 | 1 | \$34,453 |
| L. Published Options | MET0001322 | Spartan | Metrostar Options | Transmission Mode Programming 6th Startup/6th Mode S1/S1 Omit Economy Mode | \$106 | 15% | \$90 | 1 | \$90 |

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|----------------------|------------|---------|-------------------|--|----------|-----|----------|---|----------|
| L. Published Options | MET0001333 | Spartan | Metrostar Options | Trans Ret Ctrl 1/3 Throttle 2/3 Brk On/Off Disp Actv | \$480 | 15% | \$408 | 1 | \$408 |
| L. Published Options | MET0001660 | Spartan | Metrostar Options | Fuel Lines Wire Braid | \$97 | 15% | \$82 | 1 | \$82 |
| L. Published Options | MET0001676 | Spartan | Metrostar Options | Fuel Cooler w/Active Cooling Fan/Temp Ctrl Sw | \$1,250 | 15% | \$1,063 | 1 | \$1,063 |
| L. Published Options | MET0001684 | Spartan | Metrostar Options | Fuel Tank 100 Gallon | \$2,186 | 15% | \$1,858 | 1 | \$1,858 |
| L. Published Options | MET0001686 | Spartan | Metrostar Options | Fuel Tank Material Steel & Finish Bedliner | \$268 | 15% | \$228 | 1 | \$228 |
| L. Published Options | MET0001694 | Spartan | Metrostar Options | Fuel Tank Strap Material Steel & Finish Bedliner | \$268 | 15% | \$228 | 1 | \$228 |
| L. Published Options | MET0001703 | Spartan | Metrostar Options | Fuel Tank Miscellaneous Options - Temporarily Mounted | \$614 | 15% | \$522 | 1 | \$522 |
| L. Published Options | MET0001734 | Spartan | Metrostar Options | Fuel Tank Serviceability Prov 12' Fuel Line Extension | \$534 | 15% | \$454 | 1 | \$454 |
| L. Published Options | MET0001757 | Spartan | Metrostar Options | Frt Axle Reyco Granning ResponseMaster IFS Air 21000-24000# | \$37,401 | 15% | \$31,791 | 1 | \$31,791 |
| L. Published Options | MET0001808 | Spartan | Metrostar Options | Rear Axle 40000# Meritor RT-40-160 | \$20,807 | 15% | \$17,686 | 1 | \$17,686 |
| L. Published Options | MET0001835 | Spartan | Metrostar Options | Rear Axle Differential Ctrl Interaxle Lock Disp | \$213 | 15% | \$181 | 1 | \$181 |
| L. Published Options | MET0001872 | Spartan | Metrostar Options | Rear Susp Hendrickson FireMaax Air 40000-48000# | \$18,200 | 15% | \$15,470 | 1 | \$15,470 |
| L. Published Options | MET0001934 | Spartan | Metrostar Options | Rear Tire 315/80R 22.5 Michelin X Works Z | \$187 | 15% | \$159 | 8 | \$1,272 |
| L. Published Options | MET0002001 | Spartan | Metrostar Options | Frt Wheel Alcoa Dura-Black 22.5 x 12.25 Alum | \$658 | 15% | \$559 | 2 | \$1,119 |
| L. Published Options | MET0002031 | Spartan | Metrostar Options | Rr Whl Alcoa Dura-Black 22.5 x 9.00 Alum | \$400 | 15% | \$340 | 8 | \$2,720 |
| L. Published Options | MET0002055 | Spartan | Metrostar Options | Balance Wheels & Tires Counteract Beads | \$451 | 15% | \$383 | 1 | \$383 |
| L. Published Options | MET0002062 | Spartan | Metrostar Options | Wheel Trim Hub Covers Alcoa Dura-Black Frt & Rr Axle Shiploose | \$623 | 15% | \$530 | 1 | \$530 |
| L. Published Options | MET0002146 | Spartan | Metrostar Options | Brake System ABS/ATC/ESC Tandem Axle Disp Actv | \$3,778 | 15% | \$3,211 | 1 | \$3,211 |
| L. Published Options | MET0002173 | Spartan | Metrostar Options | Supplemental Brake Frt Service Brakes Prk Brk Actv | \$125 | 15% | \$106 | 1 | \$106 |
| L. Published Options | MET0002291 | Spartan | Metrostar Options | Air Sply Lines Nylon w/Compression Fittings | \$1,415 | 15% | \$1,203 | 1 | \$1,203 |
| L. Published Options | MET0002359 | Spartan | Metrostar Options | Air Outlet Conn LH Up Frt Step Fwd | \$243 | 15% | \$207 | 1 | \$207 |
| L. Published Options | MET0002405 | Spartan | Metrostar Options | Air Tank Spacers Inboard 3.0" | \$142 | 15% | \$121 | 1 | \$121 |
| L. Published Options | MET0002443 | Spartan | Metrostar Options | Misc Frame Options SVI Body Holes/Invert CM Layout 2 | \$378 | 15% | \$321 | 1 | \$321 |
| L. Published Options | MET0002461 | Spartan | Metrostar Options | Frame Paint Miscellaneous - Gap Sealant | \$587 | 15% | \$499 | 1 | \$499 |
| L. Published Options | MET0002704 | Spartan | Metrostar Options | Mechanical Siren Federal Signal Q2B Recess Mnt Blk Chrome | \$4,642 | 15% | \$3,946 | 1 | \$3,946 |
| L. Published Options | MET0002766 | Spartan | Metrostar Options | Air Horn (2) 24" Round Emergency Tone Black | \$1,731 | 15% | \$1,471 | 1 | \$1,471 |
| L. Published Options | MET0002809 | Spartan | Metrostar Options | Air Horn Reservoir (1) 2084 Cu In | \$95 | 15% | \$81 | 1 | \$81 |
| L. Published Options | MET0002833 | Spartan | Metrostar Options | Elect Siren Speaker (2) 100W Cast Products SA4301 Black | \$995 | 15% | \$846 | 1 | \$846 |
| L. Published Options | MET0002995 | Spartan | Metrostar Options | Tow Fork Provision Bolt-On Behind Cab Tilt Crossmember | \$488 | 15% | \$415 | 1 | \$415 |
| L. Published Options | MET0003061 | Spartan | Metrostar Options | Glass Tint Frt Dr Automotive Dark Gray | \$260 | 15% | \$221 | 1 | \$221 |
| L. Published Options | MET0003073 | Spartan | Metrostar Options | Glass Tint Rr Door RH Automotive Dark Gray | \$28 | 15% | \$24 | 1 | \$24 |
| L. Published Options | MET0003147 | Spartan | Metrostar Options | Glass Tint Upper Side Rr Door Automotive Dark Gray | \$54 | 15% | \$46 | 1 | \$46 |
| L. Published Options | MET0003352 | Spartan | Metrostar Options | Under Cab Insulation Eng Tnl & Cab Floor w/Removable Alum Tunnel Overlay | \$3,109 | 15% | \$2,643 | 1 | \$2,643 |
| L. Published Options | MET0003358 | Spartan | Metrostar Options | Interior Trim Floor w/Bedliner Alum Overlay & Wrapped Entry Ways | \$2,834 | 15% | \$2,409 | 1 | \$2,409 |
| L. Published Options | MET0003391 | Spartan | Metrostar Options | Trim RH Dash XDuty Glove Cmpt 4.50"H | \$627 | 15% | \$533 | 1 | \$533 |
| L. Published Options | MET0003628 | Spartan | Metrostar Options | Under Cab Access Door Cab Side LH | \$621 | 15% | \$528 | 1 | \$528 |
| L. Published Options | MET0003698 | Spartan | Metrostar Options | Interior Grab Handle 'A' Pillar 11" Molded Yellow | \$141 | 15% | \$120 | 1 | \$120 |
| L. Published Options | MET0003714 | Spartan | Metrostar Options | Interior Grab Handle Frt Door Horiz 9"/Fwd Vert 9" Yellow | \$366 | 15% | \$311 | 1 | \$311 |
| L. Published Options | MET0003726 | Spartan | Metrostar Options | Int Grab Handle Rr Dr Alum Window Span 30" Yellow Powder Coat | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0003736 | Spartan | Metrostar Options | Addl Cab Int Grab Hndl Rr Dr Diag 30" Grab Bar Yel Pwdr Coat | \$1,176 | 15% | \$1,000 | 1 | \$1,000 |
| L. Published Options | MET0003813 | Spartan | Metrostar Options | Interior Trim Sunvisor Vinyl w/Tinted Extension | \$651 | 15% | \$553 | 1 | \$553 |
| L. Published Options | MET0003817 | Spartan | Metrostar Options | Interior Floor Mat Color Black | \$31 | 15% | \$26 | 1 | \$26 |
| L. Published Options | MET0003824 | Spartan | Metrostar Options | Cab Paint Int Dr Trim Bedliner Black | \$634 | 15% | \$539 | 1 | \$539 |
| L. Published Options | MET0003835 | Spartan | Metrostar Options | Header Trim Interior Paint Bedliner Black | \$257 | 15% | \$218 | 1 | \$218 |
| L. Published Options | MET0003847 | Spartan | Metrostar Options | Trim Center Dash Interior Paint Bedliner Black Flat | \$527 | 15% | \$448 | 1 | \$448 |
| L. Published Options | MET0003860 | Spartan | Metrostar Options | Trim LH Dash Interior Paint Bedliner Black Flat | \$201 | 15% | \$171 | 1 | \$171 |
| L. Published Options | MET0003873 | Spartan | Metrostar Options | Trim RH Dash Interior Paint Bedliner Black Flat | \$201 | 15% | \$171 | 1 | \$171 |

| | | | | | | | | | |
|----------------------|------------|---------|-------------------|---|---------|-----|---------|---|---------|
| L. Published Options | MET0003916 | Spartan | Metrostar Options | Floor Interior Paint Bedliner Black | \$513 | 15% | \$436 | 1 | \$436 |
| L. Published Options | MET0003922 | Spartan | Metrostar Options | Dash Pnl Group 3-Pnl w/Black Textured Aluminum Panels | \$1,084 | 15% | \$921 | 1 | \$921 |
| L. Published Options | MET0004036 | Spartan | Metrostar Options | Switches Right Pnl 6 (3+3) | \$138 | 15% | \$117 | 1 | \$117 |
| L. Published Options | MET0004075 | Spartan | Metrostar Options | Seat Driver Bostrom Firefighter 4-Way Air 500 Series ABTS | \$787 | 15% | \$669 | 1 | \$669 |
| L. Published Options | MET0004089 | Spartan | Metrostar Options | Seat Back Driver Non-SCBA ABTS Reclining | \$253 | 15% | \$215 | 1 | \$215 |
| L. Published Options | MET0004104 | Spartan | Metrostar Options | Occupant Protection Driver 4Front & Air Seat RolITek w/SRA | \$1,280 | 15% | \$1,088 | 1 | \$1,088 |
| L. Published Options | MET0004120 | Spartan | Metrostar Options | Seat Officer Bostrom Firefighter 4-Way Air 500 Series ABTS | \$1,834 | 15% | \$1,559 | 1 | \$1,559 |
| L. Published Options | MET0004138 | Spartan | Metrostar Options | Seat Back Officer Non-SCBA ABTS Reclining | \$359 | 15% | \$305 | 1 | \$305 |
| L. Published Options | MET0004170 | Spartan | Metrostar Options | Occupant Protection Officer 4Front & Air Seat RolITek w/SRA | \$1,280 | 15% | \$1,088 | 1 | \$1,088 |
| L. Published Options | MET0004582 | Spartan | Metrostar Options | Seat Compartment Door Finish Bedliner Black | \$573 | 15% | \$487 | 1 | \$487 |
| L. Published Options | MET0004743 | Spartan | Metrostar Options | Door Locks Power (3) Entry Doors | \$1,746 | 15% | \$1,484 | 1 | \$1,484 |
| L. Published Options | MET0004788 | Spartan | Metrostar Options | Grab Handles 3-Pc Alum Knurled 24" Blk Anodized | \$895 | 15% | \$761 | 1 | \$761 |
| L. Published Options | MET0004807 | Spartan | Metrostar Options | Lighted Grab Handles Green LED | \$216 | 15% | \$184 | 1 | \$184 |
| L. Published Options | MET0004859 | Spartan | Metrostar Options | Mirror Aerodynamic Retractable 613300 Rmt Htd Blk | \$106 | 15% | \$90 | 1 | \$90 |
| L. Published Options | MET0004967 | Spartan | Metrostar Options | Cab Fender SS Painted Black w/Alum Inner Liners Bedliner Black | \$928 | 15% | \$789 | 1 | \$789 |
| L. Published Options | MET0005016 | Spartan | Metrostar Options | Batt Tray (2) R/L SS w/Black Bedliner | \$2,048 | 15% | \$1,741 | 1 | \$1,741 |
| L. Published Options | MET0005237 | Spartan | Metrostar Options | Elec Inlet 120V 30A Auto Eject | \$937 | 15% | \$796 | 1 | \$796 |
| L. Published Options | MET0005257 | Spartan | Metrostar Options | Elec Inlet Conn Prewire 120/240V Batt Cond Breaker to Bhd Drv Seat w/12' Loop | \$129 | 15% | \$110 | 1 | \$110 |
| L. Published Options | MET0005301 | Spartan | Metrostar Options | Aux Elec Inlet 120V 30A Auto Eject | \$1,150 | 15% | \$978 | 1 | \$978 |
| L. Published Options | MET0005311 | Spartan | Metrostar Options | Aux Elec Inlet Location LH Cab Side Mid Rwd | \$319 | 15% | \$271 | 1 | \$271 |
| L. Published Options | MET0005352 | Spartan | Metrostar Options | Aux Elec Inlet Color White | \$106 | 15% | \$90 | 1 | \$90 |
| L. Published Options | MET0005357 | Spartan | Metrostar Options | Headlights 4 Headlamps LED, Firetech FT-4X6-4KIT | \$753 | 15% | \$640 | 1 | \$640 |
| L. Published Options | MET0005388 | Spartan | Metrostar Options | Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt w/Cir Lens Blk Housing | \$463 | 15% | \$394 | 1 | \$394 |
| L. Published Options | MET0005419 | Spartan | Metrostar Options | Side Turn/Marker Lts LED Tecniq S170 w/Cir Lens & Blk Bezel | \$106 | 15% | \$90 | 1 | \$90 |
| L. Published Options | MET0005430 | Spartan | Metrostar Options | Marker & ICC Lts Face Mnt LED Tecniq S170 w/Blk Bezel/Cir Lens | \$213 | 15% | \$181 | 1 | \$181 |
| L. Published Options | MET0005487 | Spartan | Metrostar Options | Hdlt & Mrkr Lt Actv MUX/Mrkr & Halo Ign Sw/Hdlt Prk Brk Ctrl | \$249 | 15% | \$212 | 1 | \$212 |
| L. Published Options | MET0005574 | Spartan | Metrostar Options | Interior Overhead Lts OnScene Solutions Red/Clear LED | \$2,017 | 15% | \$1,714 | 1 | \$1,714 |
| L. Published Options | MET0005577 | Spartan | Metrostar Options | Int Ovrhd Lt Actv Resp Dr & MUX Multi Level Sw | \$159 | 15% | \$135 | 1 | \$135 |
| L. Published Options | MET0005653 | Spartan | Metrostar Options | Lightbar Prov Wire & Lwr Mnt Chassis Supply w/Painted Jct Box | \$871 | 15% | \$740 | 1 | \$740 |
| L. Published Options | MET0005761 | Spartan | Metrostar Options | Cab Front Lightbar Position 2 - Red LH Side | \$182 | 15% | \$155 | 1 | \$155 |
| L. Published Options | MET0005785 | Spartan | Metrostar Options | Cab Front Lightbar Position 4 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005804 | Spartan | Metrostar Options | Cab Front Lightbar Position 5 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005828 | Spartan | Metrostar Options | Cab Front Lightbar Position 6 - White | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005856 | Spartan | Metrostar Options | Cab Front Lightbar Position 7 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005880 | Spartan | Metrostar Options | Cab Front Lightbar Position 8 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005921 | Spartan | Metrostar Options | Cab Front Lightbar Position 9 - White | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005956 | Spartan | Metrostar Options | Cab Front Lightbar Position 10 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0005993 | Spartan | Metrostar Options | Cab Front Lightbar Position 11 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006032 | Spartan | Metrostar Options | Cab Front Lightbar Position 12 - White | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006054 | Spartan | Metrostar Options | Cab Front Lightbar Position 13 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006078 | Spartan | Metrostar Options | Cab Front Lightbar Position 14 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006111 | Spartan | Metrostar Options | Cab Front Lightbar Position 15 - White | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006140 | Spartan | Metrostar Options | Cab Front Lightbar Position 16 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006183 | Spartan | Metrostar Options | Cab Front Lightbar Position 17 - Red | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006265 | Spartan | Metrostar Options | Cab Front Lightbar Position 19 - Red RH Side | \$255 | 15% | \$217 | 1 | \$217 |
| L. Published Options | MET0006419 | Spartan | Metrostar Options | Frt Scene Lts Whelen Pioneer 12V LED PCH2 Black (2) | \$7,118 | 15% | \$6,050 | 1 | \$6,050 |
| L. Published Options | MET0006546 | Spartan | Metrostar Options | Side Scene Lts Whelen Pioneer LED 12V PCH2 0 Deg Blk w/Blk Flange | \$5,364 | 15% | \$4,559 | 1 | \$4,559 |

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| Category | Customization Description | Price Minimum | Price Maximum | Price Customization |
|---|---|---------------|---------------|---------------------|
| CUSTOMIZATION CATEGORY OPTIONS | | | | |
| Chassis Customization (Chassis Mfg) Customization | Unpublished customization options for, Ford, Dodge, Navistar, Freightliner, Kenworth, Peterbilt, Spartan Motors | \$500 | \$25,000 | \$23,498 |
| Chassis Bumper (SVI) Customization | Unpublished customization options for for Modifications to Customize Front Bumper Extensions, Compartments, Hosewells, Gravel Shields, Lighting, Sirens, Bells, air Horns,Winches, Cord Reels, Hose Reels, Discharges, Intakes, Rescue Tool Storage, Paint, Bedliner Coating, Tow Hooks/Eyes, | \$500 | \$25,000 | \$15,490 |
| Air Intake System on Chassis (SV) Customization | Unpublished customization options for Chassis air intake systems, including Ember Separators, | \$500 | \$25,000 | \$4,190 |
| Chassis Exhaust (SVI) Customization | Unpublished customization options for chassis exhaust, Relocating, Extending, diverteting, Exhaust extraction systemadapter installation, Tail pipe extension Ward No Smole installation | \$500 | \$25,000 | \$24,978 |
| Chassis Warning Light (SVI) Customization | Unpublished customization options for Installation and Customization of Warning Lights MFG not listed in Published options, Special Wiring and Synchronization, Mounting, Dynamic Variable Intensity | \$500 | \$25,000 | \$9,860 |
| Chassis Wheels / Tires / Lift Kits (SVI) Customization | Unpublished customization options for Chassis wheels, Tires, Lift Kits, Suspension, Spare Tires, Wheels, Front Air Bag Kneeling, Fender Flares, Hydraulic Front Wheel Assist | \$500 | \$25,000 | \$4,930 |
| Cabling and Electrical Customization | Unpublished customization options for Antenane, Radio Mounting and Wiring, | \$500 | \$25,000 | \$3,900 |
| Chassis Cab Seats and SCBA Seating Customization | Unpublished customization options for Cab Seating and SCBA Seating Including installation,Wiring to Seat Belt Monitoring systems, Brackets | \$500 | \$25,000 | \$7,600 |
| Chassis Seat Belt and VDR Customiozation | Unpublished customization options for Cab SeAT Belts, Vehicle Data Recording systems | \$500 | \$25,000 | \$1,200 |
| Chassis Cab Storage customization | Unpublished customization options for Cabinets, Map Boxes, Desks, MDT, Equipment Storage, EMS Comaprtnents, Helmet Storage Brackets, Mounting Plates, Docking Ports, Consoles, Cup Holders | \$500 | \$25,000 | \$15,980 |
| Chassis Cab Trim and Overlay Customization | Unpublished customization options for Chasis Cab Trim and Overlys, Step and Fuel Tank Overlays, Running Boards, Receptacle Locations, Fenderettes, Hub and Nut Covers, Wheel Covers, Stainless Steel Trim, Mudflaps, Cab interior door trim | \$500 | \$25,000 | \$19,800 |
| Chassis Air Brake and Utility Air Systems Customization | Unpublished customization options for chassis Air brake Systems, Air Inlets, Air Outlets, Off Board Air Supply, On Board Air Supply, Air Tank Drains, Air System Drier | \$500 | \$25,000 | \$4,900 |
| Chassis cooling System Customization | Unpublished customization options for Chassis engine cooling system, Installation of Drains, Relocation of Cooling system componenets | \$500 | \$25,000 | \$9,864 |
| Chassis Cab Desk and Cabinet Customization | Unpublished customization options Cab Desks and cabinets, File cabinets, Desk Storage, Overhead cabinets, Floor Cabinets, Radio Equipment Stared, Data Racks, Cabinet Lighting, Radio Consoles, Seating, Accessory Mounting, AMX Interfacem Doors, Netting, Door Switches, Shelves and Trays | \$500 | \$25,000 | \$8,100 |
| Chassis Cab Command Items | Unpublished customization options for Cab Command, Whiteboards, Equipmentl Mounting, Refrigerators, Ice Makers, Coffe Machines, Mirowaves, Coolers, Printers, Fax Machines, Computer monitors, Window Covers, Map Lights, Interior overhead Lighting, | \$500 | \$25,000 | \$24,810 |
| Chassis Cab Exterior Compartment Customizaion | Unpublished customization options for chassis bcab exterior compartment , Shelf Track, Shelves, Trays, Equipemnt Mounting, Lighting installation Interior Coatings, Doors, Netting | \$500 | \$25,000 | \$14,300 |
| Chassis Cab Command HVAC Customizatin | Unpublished customization options for Chassis cab command HVAC - RV air conditioners, Diesel Fired Heater, Electric Heaters, Integration of A/C Sytems utilizing chassis A/C Copmpressor and Heating system | \$500 | \$25,000 | \$4,900 |
| Body Exterior Customization | Unpublished customization options for Increasing and decreasing standard body dimensions and compartmentation sizes, Adding additional doors, Windows, Slide-outs, Steps, Stainless Material, Aluminum Thickness, 3CR12 Material | \$500 | \$25,000 | \$12,055 |
| Body Roof Customization | Unpublished customization options for body Roof, Aluminum Thickness, Stainless Steel 3CR12, aluminum diamond Plate, Roof Storage, Walkways | \$500 | \$25,000 | \$23,985 |
| Rear Bumper Customization | Unpublished customization options for rear bumper Material changes dimensions, design | \$500 | \$25,000 | \$870 |
| Rear Tow Options Customization | Unpublished customization options for rear tow options, dimensions, material and design changes, Trailer hitches, Tow Hooks, Tow Eyes, Receiver Mounts | \$500 | \$25,000 | \$1,400 |
| Bumper Ground light Customization | Unpublished customization options for Bumper Ground Light | \$500 | \$25,000 | \$900 |
| Body Fender Customization | Unpublished customization options for Body Fender , Desing, Material changes, fender compartmentation, Wheel well liners, SCBA Comaprtnmens, Fuel Fill, DEF Fill Fender Ground Lights | \$500 | \$25,000 | \$2,100 |
| Graphics Customization | Unpublished customization options for Graphics, Reflective Striping, Lettering, Door Decals pecial graphics design and installation | \$500 | \$25,000 | \$7,730 |
| Body Height Customization | Unpublished customization options for body height modification, Material changes, additioanl engineerng | \$500 | \$25,000 | \$14,020 |
| Front Walk In Customization | Unpublished customization options for Front Walk - In Body Dimensions, Material and design | \$500 | \$25,000 | \$16,510 |
| Comaprtnment Storage / Equipment Mounting Customizati | Unpublished customization options for Compartment storage / Equipment Mounting, Shelves, roll-out trays, tool board, storage modules, Shelf trac, Tool mounting brackets, Mounting Plates, Revolve tool mounting, Vertical Partitions/Dividers, Access Panels, SCBA Storage, Air Bag Storage, Tool Boxes, Retlaning straps and Cargo netting, Rescue Strut Mounting, Airbag Storage | \$500 | \$25,000 | \$23,900 |
| Body 12 VDC Customization | Unpublished customization options for Body 12 VDC comparrtnment lighting, Switching, Interior overhead lighting, 12v Recetacles, USB Charging, 12v remote control mounting | \$500 | \$25,000 | \$12,500 |
| 12 V Rewind Reels customization | Unpublished customization options for 12V Rewind reels, Grounding reels, Breathing air reels, Hight Pressure Air hose reels, low pressure utility air reels, hyd rescue hose reels, Fire hose storage reels, 120 V AC reel, 241 V AC reels, Fair Leads | \$500 | \$25,000 | \$3,200 |
| Awning Customization | Unpublished customization options for Awnings | \$500 | \$25,000 | \$3,100 |
| Interior Finish Customization | Unpublished customization options for Interior finishes | \$500 | \$25,000 | \$1,200 |
| Interior Options | Unpublished customization options for Interiors | \$500 | \$25,000 | \$11,400 |
| Cabinets and Desks Customization | Unpublished customization options for Cabinets and Desks | \$500 | \$25,000 | \$15,980 |
| HVVAC Customization | Unpublished customization options for HVAC | \$500 | \$25,000 | \$1,100 |
| DC Voltage system Customization | Unpublished customization options for DC Voltage System | \$500 | \$25,000 | \$5,100 |
| AC Voltage Systems Customization | Unpublished customization options for AC Voltage Systems | \$500 | \$25,000 | \$23,030 |
| Warning Light Siren Custom ization | 'Unpublished customization options for Warning Lights & sirens | \$500 | \$25,000 | \$14,900 |
| DOT Lighting Customization | Unpublished customization options for DOT Lighting | \$500 | \$25,000 | \$3,000 |
| Scene Light Customization | Unpublished customization options for Scene Lighting | \$500 | \$25,000 | \$15,704 |

| | | | | |
|---------------------------------------|---|-------|----------|-----------|
| Paint / Coatings cusotmization | Unpublished customization options for Paint / coatings | \$500 | \$25,000 | \$9,100 |
| Video / audio System Customization | Unpublished customization options for Video / audio Systems | \$500 | \$25,000 | \$1,980 |
| NFPA Required Equipment Customization | Pump Panel Electronics and Controls NFPA Required Euipment | \$500 | \$25,000 | \$24,763 |
| CUSTOMIZATION CATEGORY OPTIONS TOTAL: | | | | \$447,827 |

EXHIBIT B

**FEDERAL TERMS AND CONDITIONS
FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG),
EMERGENCY SHELTER/SOLUTIONS GRANT (ESG), OR
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier 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.

Contractor also understands and acknowledges that the following clauses also apply:

**CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS
REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200**

1. Records to be Maintained.

The Contractor shall maintain proper documentation to ensure compliance with 24 CFR Part 570 including records documenting compliance with the fair housing and equal opportunity components of the CDBG program; financial records as required by 24 CFR Part 570.502.

2. Records Retention.

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Disclosure.

In such case where client data is collected, the Contractor understands that client information collected under this contract may be confidential and the use or disclosure of

such information, when not directly connected with the administration of the County's or Contractor's responsibilities with respect to services provided under this contract, may be prohibited by State or Federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs.

Contractor obligation to the County shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

5. Audits & Inspections.

All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Contractor shall include the above paragraph in each subcontract financed in whole or in part with Department of Housing and Urban Development (hereinafter referred to as HUD), funds for federal funding of a Community Development Block Grant Program (hereinafter referred to as CDBG) HUD funds.

Failure of the Contractor to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Contractor hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Contractor audits and 2 CFR Part 200, Subpart F.

6. OMB Standards.

Unless specified otherwise within this agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

7. Uniform Administrative Requirements.

The Contractor shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth at 24 CFR § 570.502.

8. Travel.

The Contractor shall obtain written approval from the County for any travel outside the County. Travel must be in accordance with the County's Travel Policy.

9. Civil Rights.

The Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

a) Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the HCDA which are still applicable. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

b) Section 504

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

c) Fair Housing Act

The Contractor will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Contractor will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

10. Affirmative Action Approved Plan.

The Contractor agrees that it shall be committed to carry out pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. When requested, the County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

11. Small, Women- and Minority-Owned Businesses (W/MBE).

The Contractor will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by Contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

12. Access to Records.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

13. Notifications to Labor Unions.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency's contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

14. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

15. Prohibited Activity.

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

16. OSHA.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

17. Davis-Bacon Act and Copeland "Anti-Kickback" Act.

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the County pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Subtitle A governing the payment of wages and

ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

The Contractor shall also comply with 24 CFR Part 70, which sets out the circumstances under which individuals who volunteer their services, may be used.

18. "Section 3" Clause.

The Contractor agrees to comply with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the County, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified. Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS SUBJECT TO THE REQUIREMENTS OF SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C. 1701U (SECTION 3). THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND OTHER ECONOMIC OPPORTUNITIES GENERATED BY HUD ASSISTANCE OR HUD-ASSISTED PROJECTS COVERED BY SECTION 3, SHALL, TO THE GREATEST EXTENT FEASIBLE, BE DIRECTED TO LOW- AND VERY LOW-INCOME PERSONS, PARTICULARLY PERSONS WHO ARE RECIPIENTS OF HUD ASSISTANCE FOR HOUSING.

THE PARTIES TO THIS CONTRACT AGREE TO COMPLY WITH HUD'S REGULATIONS IN 24 CFR PART 75, WHICH IMPLEMENT SECTION 3. AS EVIDENCED BY THEIR EXECUTION OF THIS CONTRACT, THE PARTIES TO THIS CONTRACT CERTIFY THAT THEY ARE UNDER NO CONTRACTUAL OR OTHER IMPEDIMENT THAT WOULD PREVENT THEM FROM COMPLYING WITH THE PART 75 REGULATIONS.

THE CONTRACTOR AGREES TO SEND TO EACH LABOR ORGANIZATION OR REPRESENTATIVE OF WORKERS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER UNDERSTANDING, IF ANY, A NOTICE ADVISING THE LABOR ORGANIZATION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION 3 CLAUSE, AND WILL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AT THE WORK SITE WHERE BOTH EMPLOYEES

AND APPLICANTS FOR TRAINING AND EMPLOYMENT POSITIONS CAN SEE THE NOTICE. THE NOTICE SHALL DESCRIBE THE SECTION 3 PREFERENCE, SHALL SET FORTH MINIMUM NUMBER AND JOB TITLES SUBJECT TO HIRE, AVAILABILITY OF APPRENTICESHIP AND TRAINING POSITIONS, THE QUALIFICATIONS FOR EACH; AND THE NAME AND LOCATION OF THE PERSON(S) TAKING APPLICATIONS FOR EACH OF THE POSITIONS; AND THE ANTICIPATED DATE THE WORK SHALL BEGIN.

THE CONTRACTOR AGREES TO INCLUDE THIS SECTION 3 CLAUSE IN EVERY SUBCONTRACT SUBJECT TO COMPLIANCE WITH REGULATIONS IN 24 CFR PART 75, AND AGREES TO TAKE APPROPRIATE ACTION, AS PROVIDED IN AN APPLICABLE PROVISION OF THE SUBCONTRACT OR IN THIS SECTION 3 CLAUSE, UPON A FINDING THAT THE SUBCONTRACTOR IS IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75. THE CONTRACTOR WILL NOT SUBCONTRACT WITH ANY SUBCONTRACTOR WHERE THE CONTRACTOR HAS NOTICE OR KNOWLEDGE THAT THE SUBCONTRACTOR HAS BEEN FOUND IN VIOLATION OF THE REGULATIONS IN 24 CFR PART 75.

THE CONTRACTOR WILL CERTIFY THAT ANY VACANT EMPLOYMENT POSITIONS, INCLUDING TRAINING POSITIONS, THAT ARE FILLED (1) AFTER THE CONTRACTOR IS SELECTED BUT BEFORE THE CONTRACT IS EXECUTED, AND (2) WITH PERSONS OTHER THAN THOSE TO WHOM THE REGULATIONS OF 24 CFR PART 75 REQUIRE EMPLOYMENT OPPORTUNITIES TO BE DIRECTED, WERE NOT FILLED TO CIRCUMVENT THE CONTRACTOR'S OBLIGATIONS UNDER 24 CFR PART 75.

NONCOMPLIANCE WITH HUD'S REGULATIONS IN 24 CFR PART 75 MAY RESULT IN SANCTIONS, TERMINATION OF THIS CONTRACT FOR DEFAULT, AND DEBARMENT OR SUSPENSION FROM FUTURE HUD ASSISTED CONTRACTS."

19. Notifications to Labor Unions.

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

20. Subcontractor Approval.

The Contractor shall not enter into any Subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement.

21. Subcontractor Monitoring.

The Contractor will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

22. Agreements with Subcontractors.

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any Subcontract executed in the performance of this Agreement.

23. Selection of Subcontractors.

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation concerning the selection process.

24. Hatch Act.

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

25. Conflict of Interest.

The Contractor agrees to abide by the provisions of 2 CFR Part 200 and 24 CFR 570.611, which include (but are not limited to) the following:

- a) The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity,

either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Contractor, or any designated public agency.

26. Byrd Anti-Lobbying Amendment.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying."

The Contractor certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly:
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Architectural Barriers Act and the Americans with Disabilities Act.

The Contractor shall comply with the following clauses and include them in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The County shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

28. Equal Participation of Faith-Based Organizations.

The Contractor shall include the following clause in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Contractor agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Contractor must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 CFR §576.406.

29. Environmental Conditions.

In addition to those conditions already stated, the Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

30. National Flood Insurance Program.

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor agrees that CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Contractor also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

31. Floodplain Management (24 CFR Part 55).

Contractor will select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies "to avoid direct or indirect support of floodplain development wherever there is a practicable alternative" (24 CFR Part 55).

32. Flood Disaster Protection Act of 1973.

The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

33. Lead-Based Paint.

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

34. Historic Preservation.

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

35. Build America, Buy America.

The following clause applies only for agreements or projects funded by HUD Grant Funding Agreements issued in or after 2023:

The Subrecipient shall comply with the requirements of the Build America, Buy America Act that requires all of the iron and steel, manufactured products, and construction materials used in this project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Subrecipient hereby represents and warrants that (a) the Subrecipient has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials purchased with funds from this agreement will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Subrecipient will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the County of any authorized federal agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Subrecipient shall be considered a breach of contract.

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

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

2. Termination.

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

3. Equal Employment Opportunity for Non-construction Contracts. 41 CFR §60.14(a).

The following clause applies for all non-construction contracts.

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

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

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

threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all “federally assisted” Construction Contracts. 41 CFR §60.14(b)

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

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

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

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

5. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must

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

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

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

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

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

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

7. Rights to Inventions under a Contract or Agreement.

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

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

8. Clean Air.

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

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". Contractor will report violations of use of prohibited facilities to the appropriate EPA Regional Office and to state and federal funding agency.

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

9. Clean Water.

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

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". Contractor will report violations of use of prohibited facilities to the appropriate EPA Regional Office and to state and federal funding agency.

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

10. Government-wide Debarment and Suspension.

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

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders Nos. 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

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

Contractor agrees to comply with the requirements of 2 C.F.R. 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.

11. Byrd Anti-Lobbying Amendment.

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

Contractor agrees to follow the requirements of 31 C.F.R. Part 21, "New Restrictions on Lobbying." Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying

Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

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

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

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

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

14. Domestic Preferences for Procurements.

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