

#### **PROFESSIONAL SERVICES AGREEMENT**

(FEMA funding) (Version 1-7-2025)

This AGREEMENT ("Agreement") is entered by and between **SLSCO**, Ltd. ("Professional"), located at **PO Box 17017 Galveston Texas 77552** and the **City of League City** (the "City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below. **Terms:** 

- Scope of Services: Professional will perform the services as set forth in <u>Exhibit A</u>, which is attached and incorporated herein, and which can be generally described as Disaster Logistics (RFP21-041). Services related to design, bid, or construction of a public work shall conform to the requirements set forth in <u>Exhibit B</u>, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable), the terms of this Agreement will prevail.
- 2. Term and Termination: This Agreement shall commence on September 15, 2024 and shall expire on September 14, 2025 City may terminate this Agreement immediately upon written notice to the Professional if: (a) Professional materially breaches any of its obligations under this Agreement and fails to remedy the breach within seven (7) days after receiving written notice from City, (b) Professional becomes insolvent, files for bankruptcy, or is subject to any similar legal proceeding. In the event of termination for cause, City shall not be required to pay any further compensation to Professional and shall be entitled to recover any damages caused by the breach or insolvency. City also reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in Exhibit A, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
- 3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$1,000,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
- 4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per

occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. Liquidated Damages: Liquidated damages are not applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.

#### 6. Remedies for Breach by Professional.

- 6.1. Breach of Contract by Professional. If the Professional violates or breaches any term, condition, or provision of this Agreement, the following remedies may be pursued by the non-breaching Party, as appropriate:
  - 6.1.1. Administrative Remedies. In the event of a breach, City may impose administrative remedies, which may include but are not limited to: i. Suspension of Performance: City may suspend any or all of its obligations under this Agreement, including withholding payment or refusing to approve invoices, until the breach is remedied or resolved. ii. Corrective Action: City may require the Professional to take corrective actions, including repairing, replacing, or rectifying the work or services that do not conform to the terms of the Agreement, at the Professional's sole cost and expense. iii. Replacement of Professional Personnel: If the breach is related to the performance of the Professional's personnel, City may require the removal and replacement of the personnel involved in the breach at no cost to the non-breaching Party.
  - 6.1.2.Contractual Remedies and Penalties. In the event of a breach by the Professional, City may invoke the following contractual remedies and penalties, as applicable: i. Liquidated Damages: The Professional agrees to pay liquidated damages as outlined in this Agreement, which shall apply if the Professional fails to meet the agreed deadlines,

performance standards, or other critical contractual obligations. The Parties agree that the liquidated damages are a reasonable estimation of the loss incurred due to such breach. ii. Termination for Default: In the event of a material breach that is not cured within seven (7) days of written notice, City may terminate this Agreement for default. Such termination shall be effective immediately upon the expiration of the cure period, and City shall be entitled to recover damages resulting from the breach. iii. Right to Offset: City may offset any amounts owed to the Professional under this Agreement by the amount of any penalties, costs, or damages incurred as a result of the Professional's breach.

- 6.1.3.Legal Remedies. In the event of a breach by the Professional, City reserves the right to pursue any legal remedies available under applicable law, including but not limited to: i. Claims for Damages: City may seek compensatory damages for any losses, costs, or expenses incurred as a result of the Professional's breach. ii. Injunctive Relief: City may seek injunctive relief to prevent or restrain the Professional from continuing its breach, including but not limited to orders for specific performance or a prohibition on further violations. iii. Legal Action: City may initiate legal proceedings, including but not limited to arbitration or litigation, to resolve the dispute and seek any remedies available under law.
- 6.2. Sanctions and Penalties. The Professional acknowledges that any violation of the terms and conditions of this Agreement may result in sanctions or penalties, including but not limited to: a. Disqualification from Future Work: The Professional may be disqualified from being awarded future contracts or work opportunities with the non-breaching Party, either temporarily or permanently, at the discretion of the non-breaching Party. b. Blacklist: If the breach involves fraudulent, unethical, or illegal conduct, the Professional may be placed on a blacklist, which may prevent the Professional from engaging in any future contractual relationships with City or its affiliates.
- 6.3. Cumulative Remedies. The remedies set forth in this section are cumulative and not exclusive. City may exercise any or all available remedies (administrative, contractual, or legal) in any order or combination, and the exercise of one remedy shall not preclude City from exercising others.
- 6.4. Notice of Breach. City shall provide written notice to the Professional detailing the breach and specifying the applicable remedy or penalty. The Professional shall have seven (7) days from receipt of such notice to cure the breach, unless otherwise specified.
- 7. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
- 8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-

hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

- 9. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
- 10. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
- 11. Licenses/Certifications: Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
- 12. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

- 13. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
- 14. INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, LIABILITIES, AND INCLUDING WITHOUT LIMITATION REASONABLE **ATTORNEYS'** FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR **RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL** OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF **PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS** CONTRACT. TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. HOWEVER, PROFESSIONAL SHALL NOT BE REQUIRED TO DEFEND THE CITY AGAINST CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE, OR OTHER ENTITY OVER WHICH THE CITY **EXERCISES CONTROL.**
- 15. Force Majeure: Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
- 16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
- 17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
- 18. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency

(collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

- 19. Jurisdiction: Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
- 20. Alternative Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
- 21. Entire Agreement: This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
- 22. Eligibility to Receive Payment: Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
- 23. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
- 24. **Products and Materials Produced in Texas:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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.
- 25. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
- 26. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

- 27. Legal Construction/Severability: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
- 28. Limitations: The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
- 29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
- 30. Authority: The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
- 31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
- 32. Equal Employment Opportunity: During the performance of this contract, the Professional agrees as follows:
  - 32.1. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Professional 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. Professional 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.

- 32.2. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 32.3. Professional 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 Professional's legal duty to furnish information.
- 32.4. Professional 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 Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.5. Professional 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.
- 32.6. Professional 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.
- 32.7. In the event of Professional'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 Professional 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 as 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.
- 32.8. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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. Professional 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 Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional

may request the United States to enter into such litigation to protect the interests of the United States.

- 32.9. Professional agrees that it will be bound by the above Equal Opportunity Clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 32.10. Professional agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 32.11. Professional further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Professional agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- 33. **Davis-Bacon Act:** If applicable but not federally required for procurements under FEMA's Public Assistance or Hazard Mitigation Assistance Programs and in addition to the requirements of this agreement, the Professional must do the following:
  - 33.1. Professional must comply with all requirements in 29 C.F.R. § 5.5(a)(1)-(11), which are incorporated into this Agreement by reference.
  - 33.2. Professional must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The Professional must report all suspected or reported violations to the federal agency.
  - 33.3. Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the Professional may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- 33.4. Per Department of Labor's implementing regulations for the Davis-Bacon Act, the Professional's contractors and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- 33.5. Professional must follow the other requirements of the Davis-Bacon Act and implementing regulations. If applicable per this section described above, the Professional must include provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.
- 34. **Copeland "Anti-Kickback" Act:** If applicable for all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies, the Professional must do the following:
  - 34.1. Professional shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
  - 34.2. Professional shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
  - 34.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
  - 34.4. Professional must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the Copeland "Anti-Kickback" Act and the Davis-Bacon Act.
- 35. Compliance with the Contract Work Hours and Safety Standards Act: This section is If applicable for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work; not including the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.
  - 35.1. <u>Overtime requirements:</u> No Professional or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 35.2. <u>Violation; liability for unpaid wages; liquidated damages:</u> In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Professional and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

#### 35.3. <u>Withholding for unpaid wages and liquidated damages.</u>

- 35.3.1. Withholding Process. The applicable federal agency or grant recipient shall, upon its own action or upon written request of an authorized representative of the Department of. Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Professional or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this contract, any other federal contract with the same Professional, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Professional. The necessary funds may be withheld from the Professional under this contract, any other federal contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract with the same Professional, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Professional, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Professional's liability for which the funds were withheld.
- 35.3.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
  - 35.3.2.1. Professional's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - 35.3.2.2. A contracting agency for its reprocurement costs;
  - 35.3.2.3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of the Professional, or Professional's bankruptcy estate;
  - 35.3.2.4. A Professional's assignee(s);
  - 35.3.2.5. A Professional's successor(s); or
  - 35.3.2.6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 35.4. Subcontracts: Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (e) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (e) of this section." In the event of any violations of these clauses, Professional, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 35.5. Anti-Retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- 35.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;
- 35.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or this section;
- 35.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or this section; or
- 35.5.4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this section.
- 35.6. Professional must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- 35.7. Records to be maintained under this provision must be made available by the Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

#### 36. Rights to Inventions

- 36.1. Applicability. This provision applies only if the FEMA award meets the definition of "funding agreement" and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.
- 36.2. Definitions
  - 36.2.1. "Subject Invention" means any invention of the Professional conceived or first actually reduced to practice in the performance of work under this contract.
    - 36.2.2. "Professional" means the party to this contract who is performing the work.
- 36.3. Professional shall disclose each Subject Invention to the Federal Agency within two months after the inventor discloses it in writing to Professional personnel responsible for patent matters.
- 36.4. Professional shall elect in writing whether or not to retain title to any such invention by notifying the Federal Agency within two years of disclosure. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
- 36.5. Professional shall file its initial patent application on a Subject Invention within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Professional shall file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months

from the date permission is granted by the Commissioner for Patents to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

- 36.6. The Federal Agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.
- 36.7. The Federal Agency has the right to require Professional to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Professional refuses such a request, to grant such a license itself if the Federal Agency determines that such action is necessary because Professional has not taken effective steps to achieve practical application of the Subject Invention.
- 36.8. Professional agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States, unless a waiver is granted by the Federal Agency.
- 37. **Clean Air Act:** For Contracts and subcontracts greater than \$150, Professional agrees: 1) 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., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 38. Federal Water Pollution Control Act: Professional agrees: 1) 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., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- 39. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R.§ 180.935).
  - 39.1. Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 39.2. This This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 39.3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 40. Byrd Anti-Lobbying Amendment:

- 40.1. Byrd Anti-Lobbying Amendment: Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.
- 40.2. If applicable, Professional must sign and submit the following certification to the City with each bid or offer exceeding \$100,00: Appendix A, 44 C.F.R. Part 18 Certification regarding lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements).
  - 40.2.1. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and (4) 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. Code. 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.
  - 40.2.2. At the end of the certification language, the following language must be used: "The Professional, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Professional understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

#### 41. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- 41.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-
- 41.2. Prohibitions.
  - 41.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 41.2.2. Unless an exception in paragraph (c) of this clause applies, Professional and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - 41.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.2. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.3. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - 41.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 41.3. Exceptions.
  - 41.3.1. This clause does not prohibit Professional and its subcontractors from providing-
    - 41.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - 41.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 41.3.2. By necessary implication and regulation, the prohibitions also do not apply to:
    - 41.3.2.1. Covered telecommunications equipment or services that:
      - 41.3.2.1.1. Are not used as a substantial or essential component of any system; and
      - 41.3.2.1.2. Are not used as critical technology of any system.
    - 41.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 41.4. Reporting requirement.
  - 41.4.1. In the event Professional identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Professional is notified of such by a subcontractor at any tier or by any other source, Professional shall report the information in paragraph (d)(2) of this clause to the City, unless elsewhere in this contract are established procedures for reporting the information.

- 41.4.2. Professional shall report the following information pursuant to paragraph (d)(1) of this clause:
  - 41.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - 41.4.2.2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 41.5. Subcontracts. Professional shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.
- 42. **Domestic Preference for Procurement:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: "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.
- 43. Build America, Buy America Act (BABAA): Professional and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Professional and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Professional and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. For FEMA financial assistance programs subject to BABAA, Professionals must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1.All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of (insert name of contractor or subcontractor) Authorized Official

Name and Title of (insert name of contractor or subcontractor) Authorized Official

Date

- 44. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:(i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Professional also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. Professional should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
- 45. Amendments: Any changes, modifications, amendments, addenda, change orders, or constructive changes to this contract must meet the following criteria to be allowable under a FEMA grant or cooperative agreement award: the cost must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The parties agree that changes to the method, price, or schedule of the work may be made without breaching the contract, provided that such changes are documented in writing and signed by both parties. Any changes must be supported by sufficient consideration and documented in a subsequent agreement signed by the party to be charged.
- 46. Access to Records: Professional agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 46.1. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 46.2. Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- 46.3. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and Professional acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
- 47. **DHS Seal, Logo, and Flags:** The City, Professional and its subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
- 48. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 49. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
- 50. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
- 51. Socioeconomic Contracting: Professional is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.
- 52. License and Delivery of Works Subject to Copyright: Professional grants to the City a paidup, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Professional will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Professional will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract and data required by the contract
- 53. Build America, Buy America Act Preference: Professional and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance

funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

- 54. **Creating Good Jobs:** Pursuant to FEMA Information Bulletin No. 520, Professional will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Professional commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Professional acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.
- 55. **Buy Clean:** The City encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration
- 56. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

**Executed on** \_\_\_\_\_. (*date to be filled in by City Secretary*)

SLSCO, LTD - "Professional"

-Signed by: Stan ledbetter -31B5B6D9DC0E48E...

Stan Ledbetter

#### CITY OF LEAGUE CITY - "City"

John Baumgartner, ICMA-CM, P.E., City Manager

\_\_\_\_\_

Attest:

Diana Stapp, City Secretary

#### Approved as to Form:

 DocuSigned by: Michelle Villarreal -37DDECDBAF054E2...

Office of the City Attorney

#### Exhibit A

#### Scope of Services/Description of Products/Payment Schedule

(55 pages, including this page)

Providing disaster, emergency and logistical response services. Services will be provided as per RFP 21-041and the responding proposal. In addition, the City of League City will have priority over Garner customerswithout a contract. Orders can be placed over the phone. Drop points for items requested will be determined at the time of order. All equipment must be 100% operational and fueled at time of delivery. No payment will be made for faulty equipment or items that are not delivered. Fuel markup will be no more than 3%.

This is the first of two optional twelve month renewals on an original 3 year contract.



# **SLS**



#### **DISASTER LOGISTICS**

#### RFP NO. 21-041

City of League City ATTN: Purchasing Department 144 Park Avenue, Suite 100 League City, TX 77573

June 15, 2021 at 2:00 PM

#### SLSCO, LTD.

P.O. BOX 17017, GALVESTON, TX 77552 | PHONE 713.880.8411 JOSH HULEN, SENIOR VICE PRESIDENT | CONTRACTS@SLSCO.COM | MOBILE 843.814.9294

# **♦**SLS

April 15, 2021

City of League City Attn: Purchasing Department 144 Park Avenue Suite 100 League City, TX 77573

RE: RFP No. 21-041 Disaster Logistics

To whom it may concern,

On behalf of SLSCO, Ltd. (SLS), I am pleased to present this submittal to the City of League City, TX for RFP Number 21-041, Disaster Logistics.

SLS has a recent and directly relevant history of successfully executing disaster-oriented sheltering, feeding, mass care and life care assignments in Texas and throughout the United States. We have the experience and operational, financial, and resource capacity to undertake this assignment for League City as mandated in the solicitation. As demonstrated by our proposal, our depth and breadth of experience in these types of projects, coupled with our capacity to perform, qualify us as a preferred provider for the services outlined in the solicitation.

SLS is a Texas Limited partnership, originally formed in 2007, and authorized to do business in the State of Florida. SLS agrees to all terms and conditions set forth in the solicitation and does not have any exceptions.

Thank you for your consideration. We look forward to hearing from you soon.

Regards,

Josh Hulen Senior Vice President

P: 713.880.8411 M: 843.814.9294 E: jhulen@slsco.com



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#### **1 QUALIFICATIONS AND EXPERIENCE**

#### 1.1 Firm Overview

SLSCO, Ltd. (SLS) is a diverse and results driven general contracting, disaster response, and construction management firm with over fourteen (14) years of experience providing the full spectrum of disaster logistics, base camp and shelter construction, disaster catering, emergency response, housing development, and infrastructure services.

We serve all levels and sectors of government and private industry and are currently engaged in critically unique assignments from both domestic and international platforms.



#### SLS performs a multitude of large-scale

#### **SLS ADVANTAGE**

- Over 14 years leading the way in disaster response, executing multiple projects identical in scope to League City's requirements.
- Executive leadership engagement from start to finish, providing League City agile solutions for evolving situations.
- Local presence throughout Texas ensuring swift mobilization when disaster strikes.
- Executed over \$2.25 billion in disaster response projects in the past three years.
- Established and tested processes, management, and supply chain, guaranteeing successful execution.
- Financial and bonding capacity to take on large disaster-related projects.

assignments for federal, state, regional, county and municipal entities, with a keen focus on the turnkey provision of **disaster response solutions**, such as emergency base camps, as well as the comprehensive rehabilitation and reconstruction of communities impacted by emergencies and disasters. Included in our roster of clients are relevant agencies such as FEMA, HUD, and USACE.

As a leader in the disaster response industry, we have executed the provision and recovery of over 50,000 housing and sheltering units over the past decade, with comprehensive values in excess of \$1.0 billion. Similar response projects to this RFP have been completed by SLS in **Texas**, Florida, Louisiana, South Carolina, North Carolina, Pennsylvania, New York, New Jersey, South Dakota, Massachusetts, Virginia, California, New Mexico, Haiti, Puerto Rico, U.S. Virgin Islands, and the Pacific Rim.

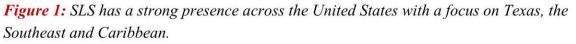
We have a complete management, operations, and logistics team ready at a moment's notice in fourteen (14) states across the U.S. with a dedicated supply chain or field office in every state in the Southeast. With expedited response times to any area of the country, our teams and services are fully scalable to service disasters of any size and nature.

**SLS delivers the expedited, TURNKEY disaster response solutions** necessary to meet facility construction and operational requirements. Our team can mobilize within 12-24 hours of activation and have facilities operational expeditiously thereafter. Our reputation for providing some of the fastest response and construction times in the industry, plus a proven track record of excellent production ratings in the face of enormous challenges, have made us a proven leader in disaster housing.

**Our industry-leading internal personnel and resources**, as well as a comprehensive supplier and vendor network can mobilize in tandem with our response times. Executive leadership engagement from start to finish continually provides agile solutions in constantly changing environments.

Safety, performance, compliance, and quality are at the forefront of our processes, while integrity, accountability, cost-efficiency, and timeliness are the underpinnings of our business model.





#### 1.2 Texas Experience and Dedication

Headquartered in Galveston, SLS has been actively supporting disaster response programs throughout the State of Texas at all levels of government since inception. Notable recent and current clients include, Texas Division of Emergency Management, Texas General Land Office, Galveston County, Harris County, City of Houston, Texas Health and Human Services, and Texas Department of Transportation, among others. SLS has completed projects for the State ranging from COVID-19 support and emergency feeding and sheltering to full CDBG-DR housing programs. We have also recently completed several large FEMA-sponsored housing contracts in Puerto Rico and the U.S. Virgin Islands and are currently performing a large scale CDBG-DR housing reconstruction and rehabilitation contract in Puerto Rico in response to Hurricanes Maria and Irma. SLS is highly experienced in supporting FEMA related contracts and providing the required documentation. SLS holds several "standby" contracts for a variety of services covering comprehensive emergency response, sheltering, feeding, medical care, debris management and housing rehabilitation and reconstruction throughout the State of Texas.

#### 1.3 SLS Core Values

SLS's core values are centered in offering superb rapid service, safely and efficiently. The below graphic provides a point of reference for the way we operate our business and drive our ethics conduct.



City of League City, TX Disaster Logistics

#### Table 1: SLS Corporate Information

CORPORATE INFORMATION						
Name:	SLSCO, Ltd. (SLS)	Federal EIN:	20-8780114			
Organization:	Texas Limited Partnership	DUNS:	828782735			
Established:	2007 (originally formed in 1995 as Sullivan Environmental Services, Inc.)	Locations:	<b>Texas</b> , Louisiana, Alabama, Florida, South Carolina, North Carolina, New York, California, Puerto Rico, U.S. Virgin Islands			
<b>Employees:</b>	350+	Website:	www.slsco.com			
Annual Revenue:	2020: \$1.40 billion 2019: \$353.4 million 2018: \$539.7 million	Bonding:	\$4.0 billion + aggregate \$1.0 billion single-limit			
Mailing Address:	PO Box 17017 Galveston, TX 77552	Headquarters Address:	6702 Broadway Galveston, TX 77554			
Proposal Contact:	Josh Hulen Senior Vice President	Contact Information:	T: 843-814-9294 E: contracts@slsco.com			
SLS	Contacts	REFERENCES				
Stan Ledbetter Division President T: 337.400.8116 E: adugas@slsco.c Matt Mignerey Project Manager T: 340.244.2155 E: mmignerey@sls Sheryl Blair Contracts Manager T: 832.431.4215 E: contracts@slsco	om sco.com	BondingToby Miclette, Senior Vice PresidentBowen, Miclette & Britt, LLCT: 713.880.7109E: tmiclette@bmbinc.comInsuranceRob Harrison, Vice PresidentMcGriff, Seibels & WilliamsT: 713.940.6544E: rob.harrison@mcgriff.comBankingMike Chryssikos, Senior Vice PresidentTexas Capital BankT: 832.308.7109E: michael.chryssikos@texascapitalbank.com				

SLS is well capitalized and financially capable of taking on an assignment of this magnitude for League City with no conflicts or business interruptions.

#### 1.4 Bonding and Financial Profile

SLS is in excellent financial condition and is fully capable of providing all financially related fundamentals in terms of operations, payables, guarantees, and insurance to ensure success.

**Bonding:** SLS has an aggregate bonding capacity of over \$4.0 billion, with a single project limit of \$1.0 billion, which is more than adequate to guarantee our work for this project. We are bonded by Travelers Casualty & Surety Company of America (Travelers), which is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is rated A++ (Superior) with a Financial Size Category of XV by A.M. Best. Our bonding program under Travelers will allow us to provide all necessary and required payment and performance bonds for a very large volume of assignments in this program, both individually and in aggregate.

**Financial:** SLS has the financial capability to undertake as many assignments we may receive in this program. We have access to over four hundred million (\$400,000,000) dollars of working capital to fund all aspects of this program and meet all obligations without financial hindrance issues. We have multi-year cash and credit facilities through several institutions to provide redundancy in operating capital, with specific amounts set aside for projects such as this. We have been extremely successful in utilizing these assets in the past with similar emergency response projects, and fully understand the complexity and unique nature of such missions in terms of upfront and rapid capital outlay, continuous operations and frequent vendor and subcontractor payments.



Deployed Generators in Support of Florida COVID-19 Response

Disaster Logistics

#### 1.5 References

Project Name	Term	Value	Description	Reference
Billie Jean King Tennis Center ACS	2020	\$102.5 M	Emergency ACS construction and staffing in response to COVID-19 pandemic.	Christine Flaherty NYC Health & Hospitals Senior Vice President T: 718-514-5719 E: <u>christine.flaherty@nychhc.org</u>
El Paso ACS, Infusion Center & Medical Staffing	2020 – present	\$142.0 M	Emergency ACS construction and staffing in response to COVID-19 pandemic	Suzannah Jones TDEM, Deputy Chief T: 512-424-5825 E: <u>suzannah.jones@tdem@texas.gov</u>
Florida Emergency Services: Testing & Vaccination Sites, Feeding, & Logistics	2021 – Present	\$68.0 M	Emergency ACS construction and staffing in response to COVID-19 pandemic	Ashley Davis Operations Section Chief, FDEM T: 850-544-8373 E: ashley.davis@em.myflorida.com
FDOT Emergency Response Basecamp	2018	\$1.8 M	Emergency responder base camp	Jason Peters District Director, FDOT T: 850-330-1214 E: jason.peters@dot.state.fl.us
MEMA Emergency COVID-19 Hospitals	2020 – 2021	\$21.0 M	COVID supplies and staffing	Brian Rushlow MEMA, Manager T: 508-380-1435 E: <u>brian.c.rushlow@state.ma.us</u>

 Table 2: SLS list of disaster recovery references.

City of League City, TX Disaster Logistics

#### 1.6 Service Offerings

SLS has supported missions across the United States, Puerto Rico, U.S. Virgin Islands, and Saipan. We offer a myriad of services to include:

- Emergency Housing and Sheltering
  - Man-Camps & Base Camps
  - Mobile, Modular, & Tent Units
  - Responder Housing
  - Feeding & Catering
  - Personal Care Facilities
  - Operations Centers
  - Emergency Power & Utilities
  - Points of Distribution
  - Logistical Support
- > Turnkey Health Services
  - Alternate Care Sites
  - Mobile Clinics
  - Medical Staffing
  - Surveillance and Testing
  - Vaccine Distribution
  - Monoclonal Antibody Infusion Centers
  - Medical Equipment & Supplies
  - Program & Grant Management
  - Case Intake & Management
  - Information Technology Solutions
- PPDR Debris Monitoring/Management
- Debris Monitoring/Management
- FEMA Public Assistance Grant Funding
- FEMA Public Assistance Project Closeout
- Emergency Management Planning

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- EOC Staffing
- Remediation Management
- Turn-key Generator Staging & Operations
- Economic/Risk Analysis
- Supply Chain Management
- > OIG Project Audit Preparation
- Logistics Management
- > Site Inspections & Assessments
- Natural Resource Damage Assessments
- Mitigation Planning
- Recovery Services
- Asset Tracking
- Rapid & Deployable Satellite Communications
- Personnel Credentialing
- Engineering Services
- Rebuilding Damaged Infrastructure and Facilities
- Pre and Post Recovery Planning
- Conducting Final Inspections
- Identifying State and Federal Funding Sources
- Updating Local Mitigation / Resiliency Strategies
- Providing Innovative Design Solutions
- Final Project Closures and Cost Recovery



**Disaster Logistics** 

**SLS** 

SLS provides all-encompassing disaster recovery capabilities by utilizing proven top performing subcontractors and vendors from each organization. We are prepared to provide each item identified in the pricing model as well as innovative solutions for unforeseen scenarios.

#### SLS EMERGENCY SERVICE OFFERINGS



ADDITIONAL WRAP SERVICES AVAILABLE

*Figure 3: SLS has turn-key emergency service offerings that can be tailored for each type of disaster scenario.* 

#### 1.7 Experience with Similar Projects

The below table represents SLS's comprehensive disaster support over the past five years. We have executed over \$1.3 billion in contracts supporting agencies at all levels of government responding to disaster events. The below projects are presented in order of recency.

 Table 2: SLS disaster recovery experience over the past five (5) years.

Project Name	Client	Year	Value	Event	Scope
NYC Vaccination Sites	NYC DDC	2021	\$100.0 M	Pandemic	Vaccinations
Florida Emergency Services: Testing, Feeding, Logistics, and Vaccinations	FDEM	2020 – Present	\$68.0 M	Pandemic	Vax/Testing/Feeding/ Logistics
Florida CDBG-DR / MHU Homeowner Housing Recovery Program	FLDEO	2019 – Present	\$6.0 M to date	Hurricane	Emergency Housing
Casa de Amistad ACS & Regional Infusion Center	TDEM	2021	\$66.2 M	Pandemic	Facility Conversion
California Emergency Medical Staffing Support	CDPH	2021	\$150.0 M	Pandemic	Medical Staffing

City of League City, TX

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UMass Lowell Alternate Care Site (ACS)	MEMA	2021	\$5.0 M	Pandemic	Facility Conversion
Austin Convention Center ACS	TDEM	2021	\$86.5 M	Pandemic	Facility Conversion
DCU Center ACS	MEMA	2020	\$22.1 M	Pandemic	Facility Conversion
El Paso Convention Center ACS & Regional Infusion Center	TDEM	2020	\$141.8 M	Pandemic	Facility Conversion
Billy Jean King Tennis Center ACS	NYC OEM / HHS	2020	\$102.5 M	Pandemic	Facility Conversion
Brooklyn Cruise Terminal ACS	NYC OEM / HHS	2020	\$17.4 M	Pandemic	Facility Conversion
SUNY Westbury ACS	USACE	2020	\$100.0 M	Pandemic	Facility Conversion
NYC COVID-19 Nursing Home Support	NYC HHS	2020	\$8.3 M	Pandemic	Medical Staffing
Children & Family Hospital of South Florida	FDEM / USACE	2020	\$7.0 M	Pandemic	Facility Rehab.
Miami-Dade County Youth Fairgrounds ACS	FDEM	2020	\$15.0 M	Pandemic	Facility Conversion
FDOT Emergency Response Base Camp	FDOT	2018	\$1.8 M	Hurricane	Responder Base Camp
MEMA / Columbia Gas Emergency Shelter	MEMA	2018	\$30.0 M	Utility Disaster	Sheltering / Facility Conversion
VDEM Emergency Shelters	VDEM	2018	\$40.0 M	Hurricane	Sheltering / Facility Conversion
Puerto Rico STEP / PHC Programs	PR DOH	2018 – 2019	\$378.0 M	Hurricane	STEP
Camp Kyen MHU Site Improvements & Development	FEMA	2018	\$1.8 M	Wildfire	Emergency Site Improvements
USVI STEP Program	USVI DOH	2018	\$13.5 M	Hurricane	STEP
TXDOT Emergency Man-Camps	TXDOT	2017	\$7 M	Hurricane	Responder Man- Camp
Texas GLO MHU/Travel Trailer Emergency Housing	TXGLO	2017- 2018	\$8.1 M	Hurricane	Emergency Housing

#### 1.8 Select Detailed Disaster Support

The following projects demonstrate SLS's recent and directly relevant experience providing the type of services outlined in this solicitation. The majority of these projects include staffing, shelter operations and wrap-around services provision and demonstrate our **TESTED & PROVEN** ability to operate in multiple high-pressure and time sensitive locations simultaneously, with the same consistent levels of safe, quality, and superior service. Individually and comprehensively, these projects and assignments are all directly relevant in scopes of services and are highly indicative of our qualifications for this contract.

#### Docusign Envelope ID: BCFAC79F-168C-4586-BD79-7BBC7878D097

City of League City, TX Disaster Logistics

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#### Florida Emergency Services: Testing & Vaccination Sites, Feeding and Logistics

Client:	FDEM		Role:	Prime	
Event:	COVID-19	PoP:	2020 - Present	Value:	\$68.0 million

**Description:** 



In March 2020, in response to the COVID-19 crisis, FDEM engaged the SLS team to design-build comprehensive testing sites and provide feeding and logistical support for Florida's residents.

Within 48 hours of mobilization, the SLS team began transforming multiple highvisibility South Florida County locations

into well-organized COVID-19 testing sites — five drive through and 13 walk-up stations — designed to collectively provide over 10,000 tests daily to first responders, healthcare workers and the general public.

Within a week of mobilization, the SLS team coordinated logistical hubs, completed construction, and provided personnel to manage equipment and supplies, transport goods and provide operational and mission support. Additionally, the SLS team partnered with local restaurants to deliver breakfast, lunch, and dinner -- up to 700 boxed meals daily -- to Florida residents at each of four community feeding sites.



In February 2021, SLS began opening vaccination sites across the State of Florida. In total, SLS operated 10 separate vaccination sites with full wraparound

services to include site preparation, HVAC, back-up power, temporary structures (ex. tents and restroom trailers), general waste, custodial services, and electrical supply.

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CIII I	TDDD			<b>D</b> 1	<b>.</b> .
Client:	TDEM			Role:	Prime
Event:	COVID- 19	PoP:	2020 - Present	Value:	\$142 million
Description:	home to trace redesigned to surrounding Within 48 h into a clean, medical care Working on transformati and over 10 medical, ser In November infusion cen staff, onsite	to accommod Rio Grande ours of active safe full-ser e units and an an intensely ion was comp 0 personnel v vice and trac er 2020, the p iter. In total S project mana and dedicated	eddings and private late hospital overflo Valley areas. ation, the SLS team vice field hospital, on oxygen system with compressed 24-hour plete in seven days. were utilized during le personnel engage project was expande SLS has engaged 29 agers, project coord d teams for recruitm	Division of Manageme SLS team t Harlingen's auditorium COVID-19 alternate ca receptions, the fa w patients in Har began transform complete with eig th direct lines to ar per day constru- Multiple subcont construction, wir d during operation ed to include the r 7 staff members inators, data anal	s Casa de Amistad into a 100-bed emergency re site. Normally cility interior was lingen and ing the facility th intermediate every bed. action cycle, the ractors, vendors th over a hundred ns. nAb regional to include clinical ysts, emergency

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Austin Conver	ntion Center A	CS and St	affing		
Client:	TDEM			Role:	Prime
Event:	COVID-19	PoP:	2021 - Present	Value:	\$86.5 million
<b>Description:</b>	in the assign clinical and n included: site management, filtration/oxy subcontractor	nent were c on-clinical work, MEI triage & in gen, FFE, a s and vendo	Division of Eme provide immedia hospital services COVID-19 patie	ed alternate care s acility operations, around services. S ring, medical stat ng, logistics, show s. SLS engaged n with over 226 co	ent (TDEM) to eltering and on-critical area. erting the Austin bite. Also included , management, SLS's scope ffing, operations, vers, toilets, air nultiple nstruction,

Billie Jean Kin	ng Tennis Cente	r ACS			
Client:	NYC OEM / H	l&H		Role:	Prime
Event:	COVID-19	PoP:	2020	Value:	\$17.4 million
<b>Description:</b>	service 470-bee in seven days. operations, mar work, MEP ins triage & intens filtration/oxyge subcontractors	d field hose Also inclu- nagement stallation, ive care, of en, FFE, a and vend	Office o Health & emergen to critica	f Emergency Man & Hospitals to pro- ncy sheltering and al and non-critical in the Queens are BJK Tennis Cent ity fully built-out ent were complete services. SLS's so staffing, operatio howers, toilets, ai es. SLS engaged r with over 225 co	ovide immediate hospital services I COVID-19 ca. er into a full- and operational e on-going facility cope included: site ns, management, r nultiple onstruction,

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Brooklyn Crui	ise Terminal ACS			
Client:	NYC OEM / H&	H	Role:	Prime
Event:	COVID-19	<b>PoP:</b> 2020	Value:	\$17.4 million
Description:	the hospital comp on-going facility SLS's scope incl	pleted and open in sev operational, managen uded: site work, MEP	March 2020, SLS wa NYC Office of Emer Management and He to provide comprehe sheltering and hospit critical and non-criti patients in the Brook Within 48 hours, SL ull-service 630- bed fie en days. Also included nent and wrap-around s installation, sheltering the & intensive care, cat	rgency ealth & Hospitals ensive emergency tal services to cal COVID- 19 clyn area. S began eld hospital, with I were complete services.
	showers, toilets, engaged multiple	air filtration/oxygen, I e subcontractors and v dical, operational, mar	FE, and ancillary serv endors in the endeavor nagement, and adminis	rices. SLS , with over 140

Client:	FDEM / FL Dept	. of Health	L	Role:	Prime
Event:	COVID-19	<b>PoP: 20</b>	020	Value:	\$15.0 million
Description:				In April 2020, th Division of Emer Management and Health engaged S immediate acute facilities and ser Dade County res positive for COV	rgency I Department of SLS to provide care medical vices to Miami- idents testing
		a 250-bed	emergency field	n began converting l hospital, comple on the grounds.	2
	design/build phase and 100+ person	se in just le nel were ut	ss than a week. ilized during co	, the SLS team con Multiple subcontr nstruction, with at ed during operatio	actors, vendors, least that many

### Miami-Dade County Youth Fairground Emergency Field Hospital

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# **SLS**

Children & Fa	mily Hospital of Soutl	n Florida En	nergency	Rehabilitation	
Client:	FDEM / FL Dept. of I	Health / USA	CE	Role:	Prime
Event:	COVID-19 Pol	<b>2020</b>		Value:	\$7.0 million
Description:			Health ar provide h vacant C South Flo comprehe	nd USACE engag	ture repairs to the ly Hospital of rovide 9 acute care
	Within 48 hours of act and infrastructure repa COVID-19 emergency Working on an expedi	airs to the exit y hospital cap	isting stru bable of s	cture in preparati erving patients fr	on for opening a om the local area.

hospital repairs in less than two weeks.

FDOT			Role:	Prime
Hurricane Michael	PoP: 2	2018	Value:	\$1.8 million
Services due to the C	Category 4	aftern engag Trans emerg 150 re to pro	hath of Hurricane ed by the Florida portation (FDOT) gency response base ponder service p	Michael, SLS was Department of to provide an secamp for over personnel activated
constructed a fully f	unctional			
	Hurricane Michael	Hurricane Michael       PoP:       2         Image: Additional system of the syst	Hurricane MichaelPoP:2018In Oct aftern engag Transp emerge 150 re to pro-In Oct aftern engag Transp emerge 150 re to pro-Services due to the Category 4 storm.Within 48 hours of activation, SLS mobiliz constructed a fully functional base camp ca required for state personnel.	Hurricane MichaelPoP:2018Value:In October 2018 in the aftermath of Hurricane engaged by the Florida Transportation (FDOT) emergency response ba 150 responder service p to provide road and higservices due to the Category 4 storm.Within 48 hours of activation, SLS mobilized personnel and constructed a fully functional base camp capable of providin

#### Fundamental services such as sleeping, feeding, hygiene, power, and operational headquarters were seamlessly provided to FDOT until the emergency work was completed over the following weeks.

MENTA E-

# **♦**SLS

WIEWIA Emerg	gency Response She	iter			
Client:	MEMA / Columbia	a Gas		Role:	Prime
Scope:	Utility Disaster	PoP:	2018	Value:	\$30 million
<b>Description:</b>	gas system occurre In two weeks, SLS serve residents. SL and utilized over 15 operate a fully-fund restrooms & showe security, minor mea recreation.	Ma (M up ove nce in the transform S mobiliz 50 person ctional sh ers, beds a	ned a vacant wareh zed and became op mel, as well as mul helter providing ser & linens, toiletries,	gency Managem bia Gas of Mass lter and warmin displaced by an utside of Boston nouse into a hou erational in less ltiple vendors ar vices such as oc full-service din	ent Agency sachusetts to set g center to house over-pressurized sing facility to than 36 hours ad suppliers, to ecupant intake, hing & catering,

VDEM Emerg	ency Shelters				
Client:	VDEM			Role:	Prime
Scope:	Hurricane Florence	PoP:	2018	Value:	\$40 million
Description:		201 Ma	or to Hurricane F 8, the Virginia I nagement engag Itering services f	Department of ed SLS to prov	vide emergency

Virginia higher-education institutions and executed the projects, including 2,064 beds at Virginia Commonwealth in Richmond, 1,461 beds at William & Mary in Williamsburg, and 2,250 beds at Christopher Newport in Newport News.

impact, SLS mobilized to three strategically located

Within 24 hours, SLS mobilized to all three sites and worked with multiple state agencies, subcontractors, and vendors, as well as over 250 personnel to complete the shelters and provide a safe haven for evacuees, state employees and National Guard troops. SLS operated and maintained the shelters on behalf of VDEM until stand-down.

# **♦**SLS

TYDOT	Emergency	Resnonse	Man-Camps
IADUI	Liner geney	<b>Itesponse</b>	man Camps

Client:	TXDOT			Role:	Prime
Scope:	Hurricane Harvey	PoP:	2017 - 2018	Value:	\$7.0 million

Description:	
Description:	



In late 2017 following Hurricane Harvey, SLS was engaged by the Texas Department of Transportation to construct a series of man-camps to shelter emergency state personnel responding to the storm in various locations throughout Texas. SLS responded within 48 hours to each site and

constructed fully functional camps capable of providing all required services for varying numbers of personnel.

The base camps were located at six sites, including Corpus Christi, Port Aransas, Yoakum, Beaumont, Refugio, and Sugarland, with a total of 800 beds provided. Services at each camp included housing, dining, office, and ancillary services, which enabled responders to work extreme hours in restoring vital services to the affected communities.



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#### 2 PROJECT METHODOLOGY

#### 2.1 Contract Management (Pre-Activation)

**SLS Dedication to Disaster Recovery**: SLS has been supporting disaster recovery since our inception. Over time, we have developed streamlined processes and procedures to ensure the success of our disaster standby contracts. Below are our common practices for disaster related projects:

- Continuous Monitoring: SLS performs continuous monitoring of potential disaster situations in the areas we hold standby contracts to ensure we have adequate resourcing for mobilization in the event of activation.
- Pro-Active Review of Requirements: SLS does not wait for activation to understand the permitting and utility requirements in potential areas of service. Our team proactively stays informed of requirements to best provide swift and effective deployments. Additionally, once activated, our team maintains constant contact with permitting authorities to ensure all approvals are received in a timely manner and do not become a hindrance for construction.
- Timely Decision Making: SLS understands the ever changing and fast pace of disaster response projects. As such, they are given top priority with decisions that require top level management made in real time, to keep projects moving forward on compressed timetables.
- Maintenance of Supplier Relationships: SLS maintains relationships with its existing suppliers in areas of potential activation, and proactively seeks out new relationships with potential suppliers to safeguard the success and redundancy of our supply chain.
- Employee Standby: SLS response employees are continuously on standby for activation, especially during hurricane season (1 June 30 November). During periods of heightened activation potential, SLS continuously monitors the availability of its staff to ensure rapid mobilization and accurate reporting to end clients.

#### 2.2 Mobilization

SLS employs an Incident Command System (ICS) organizational structure to govern disaster

operations and field operations. This well-known systematic approach allows for unified command and provides a single point of contact for all communications. ICS has proven successful in in many disaster scenarios, including, base camp services, sheltering, feeding/caterings, mass care operations, and disaster housing.

Our mature policies, procedures, and governmentapproved systems, which are consistent with the **Upon activation, SLS will deploy a leadership Tiger Team** to meet with League City and quickly begin to mobilize all necessary equipment.

**Executive leadership** will remain on the project, providing real-time agility and immediate decisions.

management principles and standards defined in the National Incident Management System (NIMS), National Response Framework (NRF), and ICS support our ability to quickly mobilize and execute critical disaster response missions. Our systems have been developed and continuously improved based upon years of experience as disaster response experts and responders in real-world scenarios.

Within just hours of activation, SLS will begin mobilizing resources and equipment. SLS can be fully mobilized with equipment delivery within 24 hours of activation. SLS maintains suppliers throughout the Southeast to guarantee swift mobilization and delivery of supplies for deployment.

#### 2.3 Operations Plan

The following task summary details all activities required for mobilization, deployment, and

"I am happy to recommend your company after working with you during this pandemic." -Peter Lancette, operations to for a full base camp operation. These tasks can be tailored up or down to meet the complexity of the situation. The tasks detailed below are general in nature and will be modified as required to meet the needs of League City in an actual assignment, as some of the services described may not be required as site, location, and situation will dictate. All services will, however, be provided and/or performed within the prescribed timeframes as detailed in the solicitation and will meet and/or exceed the requirements to allow

League City personnel to operate as efficiently as possible.

#### Site Layout & Preparation

- Site & infrastructure design
- Shower/restroom unit pad grade & stabilization
- Laundry unit pad grade & stabilization
- Shelter pad grade & stabilization
- Catering equipment pad grade & stabilization
- Roadway/walkway grade & surfacing

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Permitting

#### Hard Asset Sourcing

- Mobile and/or soft-sided shelters
- HVAC equipment
- Waste-water storage
- Restroom & shower facilities
- Meal prep equipment
- Medical facilities

#### **Facilities Installation**

- Above ground potable water tank & distribution installation
- Shelter installation
- Laundry unit installation
- Electrical supply system installation
- Potable/wastewater plumbing tie-in

#### Staffing

- Staff/personnel deployment
- Required staff security clearances

- Utility design & layout
- Electrical supply equipment
- Potable water storage
- Laundry facilities
- Food storage
- Welfare facilities
- Fencing
- Below ground wastewater tank & plumbing installation
- Restroom & shower unit installation
- Catering equipment installation
- Electrical distribution system installation
- Interior security fencing installation
- Subcontractor/vendor deployment
- Staff task & job specific training

#### 2.4 Compliance Standards and Procedures

SLS, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct, and fair pricing, aspires to be the "first in response" for natural and physical disasters requiring an urgent response team.

SLS is an organization of people who work as a team to provide solutions to our customers' urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct. The senior management and key personnel of SLS are committed to the highest standards of ethical conduct and compliance. SLS is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all subcontractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

SLS has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. Our Project Managers, Supervisors, and

Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors, and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators, and with each other. In doing business with Federal, state, and local governments we adhere to their rules and regulations that touch our work and our business conduct.

#### 2.5 Safety Procedures

Through careful planning, hazard recognition and control, safety indoctrination and training, and rigorous attention to safety procedures, SLS ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

SLS's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan, and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

- Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities.
- Avoid interruptions of Government operations and delays in project completion dates.
- Control costs in the performance of this contract.

The key contractor responsibilities concerning safety include:

- Providing all personnel a general safety and health indoctrination, and a safety and health orientation/screening prior to the commencement of work (or any single phase of work).
- The continuing instruction/monitoring of each contractor, subcontractor, supplier, and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of SLS's Corporate Safety Plan is available for review upon request.

#### 2.6 Quality Control Program

SLS operates under a Total Quality Management quality control/quality assurance (QC/QA) philosophy, which separates the quality management program for a project into two distinct phases: Pre-Construction and Construction. Both phases are separate and distinct, but dependent on the other for complete project success and quality management. The Quality Program is based on strict industry standards and covers every conceivable aspect of a project affecting performance, cost, quality, and timing.

The Pre-Construction Phase entails quality management from project award through mobilization and includes aspects such as scheduling, permitting and entitlement, material and equipment procurement, personnel procurement, and scheduling (company & subcontractor), facilities, document management, and communications.

The Construction phase entails quality management from mobilization to project closeout. This phase includes aspects such as equipment and material management, inventory control, personnel & workmanship management, non-conformance and change management, logistics, document control, communications, demobilization, and final reconciliation and invoicing.



#### Figure 4: SLS prioritizes Quality Control.

Our QC/QA Program is separated into these two phases for ease of oversight and the methodical "building block" undertaking of the specific aspects of a job. As such, the key to the Program is basic in nature: 1) Check, recheck and check again; 2) Accountability; and 3) Communications.

There is no aspect of the project lifecycle that does not include multiple layers of quality checkpoints throughout the entire process, including all levels of personnel, from laborer to crew chief to superintendent to project manager and above. No single individual has the ability to complete a function or task without the inspection or approval of supervisory personnel. Accountability is imperative in ensuring that task and functions are performed correctly by the individuals and teams responsible for such activities. Incorrect or nonconforming materials or work is not accepted or tolerated at any stage of the construction process, and management ensures the correct methods, means and materials are being utilized, with quality instilled throughout every step of the process. While SLS will dedicate committed project managers to quality oversight, the quality control/quality assurance program is designed to ensure all workers and trades adhere to this philosophy. Systematically, the following fundamentals are observed:

#### > Recruiting Experience

• To support a Culture of Quality, the first step is to recruit and hire the most qualified personnel and trades and properly vet them to ensure they will support SLS initiatives, procedures, and zero-harm safety processes.

#### > Training for Understanding

 SLS provides orientation training and ongoing development to all staff and trades regarding quality expectations, client objectives, processes, and compliance standards. No personnel are allowed to work on projects until a complete understanding of the Program, specific project objectives, and our Culture of Quality is achieved.

#### > Monitoring for Compliance

- Our philosophy is to empower all personnel and subcontractors to support quality workmanship and performance.
- The initial step is the appointment of a "competent leader" designated by each trade, who will be accountable to SLS management. SLS superintendents will first provide daily oversight, and the Construction Manager will provide secondary oversight on a periodic basis.
- Periodic progress inspections will be conducted through site visits at "milestone" benchmarks, which will build up quality support for the overall Program and support the most efficient construction process possible.

#### > Tracking & Corrective Actions

- SLS will ensure non-conformance is assessed and corrected immediately by the appropriate parties under the close supervision of project and field management.
- Inspection records of subcontractors will be maintained, and records will be compiled into reports, which will be periodically reviewed with management and subcontractors.
- Subcontractors will be allowed to continue participation if performance standards are met. Subcontractors with below-standard performance will be subject to corrective actions or replacement on our team.

#### Communications

- Communication among all parties involved will be frequent and performed in real time through verbal and written interaction at the jobsite, in the office, and at regularly scheduled status and performance meetings.
- KEYS and third-party oversight personnel will be apprised of all project factors deviating from plans, specifications, and schedules.
- Performance deficits will be recorded and communicated to all parties involved in the project immediately and resolved through effective cooperation.

A copy of the Quality Control Plan is available for review upon request.

#### 2.7 Reporting and Invoicing

SLS utilizes Rebuild, our proprietary software application, to manage the tracking, progress, and reporting of all staff, assets, and equipment deployed or used in support of projects. Rebuild will be used by our project, construction, and/or site managers to track and perform quality checks, deployed equipment, track individuals entering the facility, and any other metrics required by the project. The software has geolocation and timestamp capabilities to ensure the accuracy and transparency of our reporting.

SLS utilizes the Microsoft Dynamics 365 platform for forecasting, real-time reporting, and visibility across each mission for items procured, including rental equipment and material purchases. Reports generated by Rebuild are replicated in our 365 platform. Through this platform, we will be able to provide League City real time updates on mission proposals, purchase orders issued, shipping of commodities/equipment, scheduling of delivery and pickup, and inventory status of equipment and consumable materials.

Information logged via Rebuild can be exported in real time to provide League City with timely reporting. Additionally, reporting can be shared in a variety of formats (ex. Excel, Word) over a range of channels (ex. email, SharePoint) to meet League City's needs.

SLS is highly experienced in providing FEMA compliant invoicing and reporting. We will support League City in their efforts ensuring accurate reporting for FEMA. In disaster type scenarios, SLS typically bills on a bi-weekly basis. Our invoicing is timely, accurate, and in compliance with any and all Federal and State standard.

#### 2.8 Customer Service Plan

SLS is passionate about providing first-class disaster response. We have the operational

#### **SLS Points of Contact**

**Stan Ledbetter:** 409-789-3760 **Matt Mignerey**: 340-244-2155 experience and industry relationships to provide League City with expert customer service from preactivation through demobilization and beyond, guaranteeing successful execution of missions and the recovery of the impacted communities. We understand

that clear delineation of roles and clear channels of communication are key to providing effective service in fast-paced, agile environments.

Effective communication is paramount to the success of any project and timely response is vital to the success of disaster missions. Stan Ledbetter will be the primary point of contact for this contract with Matt Mignerey as a backup point of contact. They will be the primary points of contact pre, during, and post activation. During periods of activation, SLS will provide all project members with updated contact lists daily. The SLS team will work seamlessly together and in lockstep with League City to provide superior service and unmatched execution of each project.

SLS provides availability to its clients on a 24x7x365 basis ensuring coverage during critical need.

#### 2.9 Process for Effectively Resolving Customer Issues

Effectively resolving customer issues starts in the **planning** phase. As a part of the planning phase, SLS identifies potential risks/issues that may occur during the life of the project and proactively plans mitigations.

For any issues that occur during execution **identification** is key. SLS will hold regularly scheduled meetings with FDEM leadership and maintain a constant stream of communication with FDEM counterparts to ensure any issues are immediately identified.

Once an issue is identified, SLS will **assess** the issue and develop a **mitigation** plan. SLS will then **implement** the mitigation plan to effectively resolve the issue. The issue and mitigation will be **archived** for future disaster response planning efforts.

SLS brings decades of combined disaster response experience. With that experience comes a wealth of archived data for what works and doesn't when implementing disaster response projects. As new issues are encountered, information is added to this data bank to provide **continuous improvement** for future planning efforts.



**Figure 5:** SLS's process for identifying and effectively resolving customer issues is focused on foundational planning and continuous improvement.





	Lorence City Duck Dackage Equipment Type				
Quantity	reague city rush rachage equipinent type	Pri	Price Per Day	Pric	Price Per Week
Each	1 125kW Generator with 50' of Cable, for each run	Ş	1,698.22	Ş	3,360.93
Each	1 150kW Generator with 50' of Cable, for each run	Ş	1,958.34	Ş	3,897.49
Each	1 200 Kw Generator with 50' of Cable, for each run	Ş	2,153.84	Ś	4,262.88
Each	1 225kW Generator with 50' of Cable, for each run	Ş	2,654.19	s	4,690.82
2 Each	300kW Generator with 50' of Cable, for each run	Ş	3,123.07	s	5,102.29
Each	1 300kW Generator with 200' of Cable, for each run	Ş	6,022.47	ŝ	10,451.47
Each	1 S00kW Generator 100' of Cable, for each run	Ş	5,906.30	ŝ	14,873.53
Each	1 Z50kW Generator 100' of Cable, for each run	Ş	6,891.88	Ş	17,355.46
3 Each	1 J75kW Trailer Mounted Generator 50' of Cable, for each run	Ş	2,153.84	ŝ	4,262.88
Each	200kW Trailer Mounted Generator 50' of Cable, for each run	Ş	2,476.92	s	4,902.31
Each	1 400 kW Trailer Mounted Generator (System Groundwater Wells) with 100' of cable, for each run.	Ş	5,709.78	Ş	15,733.16
Each	1 d. Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	743.74	Ş	1,688.10
Each	6" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	1,014.64	s	2,519.91
Each	1 8" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	1,862.02	s	4,624.44
Each	1 10-12" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	2,793.04	Ş	6,936.66
Each	122" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	2,793.04	Ş	6,936.66
3 Each	<ul> <li>Trailer Mounted Light Sets with Generator.</li> </ul>	Ş	157.40	Ş	625.44
		_	Cost plus (+)	0	Cost plus (+)
Gal	1 Gallon Fuel Price		16%		16%

\*\*\*\* ALL EQUIPMENT MUST BE DROPPED OFF WITH A FULL TANK OF GAS.

	Shelters		Revised 2024							
Line Item	Type of Facility of Equipment	Overall Size	Brief Description	Maximum Capacity		Cost Per Week	Co	st Per Month	Estimated Mobilization	Estimated Demobilization
		Varies by	Fully Contained and operational base camp for all services needed to support							
1	50 Person Base Camp	location	the number of people and time periods per occurrence.	50	\$	349,270.00	\$	1,222,445.00	\$ 118,725.00	\$ 153,125.00
		Varies by	Fully Contained and operational base camp for all services needed to support							
2	100 Person Base Camp	location	the number of people and time periods	100	\$	577,908.00	\$	2,022,678.00	\$ 118,725.00	\$ 153,125.00
			per occurrence. Fully Contained and operational base							
3	300 Person Base Camp	Varies by	camp for all services needed to support	200	\$	1,114,434.00	\$	3,900,519.00	\$ 235,125.00	\$ 267,150.00
		location	the number of people and time periods per occurrence.							
4	50 Person Sleeping Tent	Varies by location	Soft sided tent with cots, blankets, and pillows	50	\$	59,992.00	\$	218,970.80	\$ 40,000.00	\$ 35,250.00
5	100 Person Sleeping Tent	Varies by	Soft sided tent with cots, blankets, and	100	\$	118,080.00	\$	430,992.00	\$ 40,000.00	\$ 35,250.00
6	200 Person Sleeping Tent	location Varies by	pillows Soft sided tent with cots, blankets, and	200	\$	236,120.00	¢	861,838.00	\$ 87,125.00	\$ 80,125.00
		location Varies by	pillows Soft sided tent with cots, blankets, and			· .		· · ·	· ·	· ·
7	300 Person Sleeping Tent	location	pillows	300 320 SF	\$ \$	445,200.00		1,558,200.00 37,784.88		
-	Mobile Sleeping Unit, with stairs - Single Wide	8'x40'	Mobile Sleeping Trailer Unit w/HVAC							
9	Mobile Sleeping Unit, with stairs - Double Wide	16'x40'	Mobile Sleeping Trailer Unit w/HVAC	640 SF	\$	26,764.29		93,675.02		
10	12x20 Sleep Dividers (Furnishings)	4 Man	4 Beds with Dividers between beds	NA	\$	350.00		1,200.00		
11	12x20 Sleep Dividers (Furnishings)	2 Man	2 Beds with Dividers between beds	NA	\$	200.00		850.00		
12	Bedding	NA	Bed linens, per bed	NA	\$	140.00	Ş	3,900.00	TBD based on quantity	TBD based on quantity
13	Lineman style sleeping trailer	53'	Sleeping trailer with lined cots, blankets, pillows		\$	54,995.00		192,482.50		
14	Mobile Office Unit, with stairs - Single Wide	8'x40'	Mobile Office Trailer Unit w/HVAC	320 SF	\$	5,322.87	\$	18,630.05	\$ 10,100.00	\$ 10,100.00
15	Mobile Office Unit, with stairs - Double Wide	16'x40'	Mobile Office Trailer Unit w/HVAC	640 SF	\$	7,497.00	\$	26,239.50	\$ 22,000.00	\$ 22,000.00
16	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 50 People	50	\$	43,299.00	\$	151,546.50	\$ 20,558.00	\$ 20,558.00
17	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 100 People	100	\$	86,275.00	\$	301,962.50	\$ 20,558.00	\$ 20,558.00
18	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 300 People	300	\$	258,825.00	\$	905,887.50	\$ 68,450.00	\$ 68,450.00
19	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 50 people	50	\$	46,000.00	\$	184,000.00	\$ 10,000.00	\$ 10,000.00
20	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 100 people	100	\$	89,110.00	\$	356,440.00	\$ 10,000.00	\$ 10,000.00
21	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 200 people	200	\$	178,220.00	\$	712,880.00	\$ 68,450.00	\$ 68,450.00
22	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 300 people	300	\$	265,000.00	\$	1,060,000.00	\$ 77,500.00	\$ 77,500.00
23	4 Station Restroom Trailer	Varies	All inclusive unit with daily cleaning, local water and sewer hookups	NA	\$	35,000.00	\$	122,500.00	\$ 7,500.00	\$ 7,500.00
24	10 Stall Restroom Trailer	Varies	All inclusive unit with daily cleaning, local water and sewer hookups	NA	\$	47,250.00	\$	165,375.00	\$ 8,500.00	\$ 8,500.00
25	4 Stall Shower Trailer	Varies	4 Stall Shower Trailer, can be self contained, Includes daily cleaning	NA	\$	35,000.00	\$	122,500.00	\$ 7,500.00	\$ 7,500.00
26	8 Stall Shower Trailer	Varies	8 Stall Shower Trailer, can be self contained, includes daily cleaning	NA	\$	45,000.00	\$	157,500.00	\$ 8,500.00	\$ 8,500.00
27	Self-Service Laundry Facility	Varies	Trailered washer and dryer units to server 100 people		\$	45,000.00	\$	157,500.00	\$ 12,000.00	\$ 12,000.0 0
28	Full Service Laundry Facility	Varies	Trailered washer and dryer units to server 100 people, full fluff and fold service		\$	51,800.00	\$	181,300.00	\$ 22,000.00	\$ 22,000.00
29	Portable Storage Container	8'x40'	CONEX / MILVAN	NA	\$	2,251.34	Ś	6,754.02	\$ 3,500.00	\$ 3,500.00
30	Portable Storage Container	8'x20'	CONEX / MILVAN	NA	\$	1,740.00		5,220.00	· · · · · · · · · · · · · · · · · · ·	
31	Tent, 20'x20'	20'x20'	Tent with side curtains and floor	400 SF	\$	4,273.29		14,956.52		
32	Tent, 40'x40'	40'x40'	Tent with side curtains and floor	1600 SF	\$		\$	26,239.50		
33	Tent, 10'x10'	10'x10'	Pop-up tent	100 SF	\$	106.46	· ·	372.61		\$ 1,000.00
34	Tent, 10'x15'	10'x15'	Pop-up tent	150 SF	\$	214.41		750.44		\$ 1,000.00
35	Chair, Folding	10 X15	Folding Chairs	1	\$	9.00			TBD based on quantity	TBD based on quantity
35	6' Table, Folding	72"x30"	Folding Table	1	\$	21.00		73.50	TBD based on quantity	TBD based on quantity
50		96"x30"	Folding Table	1	\$	26.00			TBD based on quantity	TBD based on quantity
37	8' Table, Folding									

	Labor						
ine Item	Type of Charge or Cost	Brief Description	Qty.	Unit	Unit Cost	Number of Days Required	Total Cost
38	Labor	Project / Operation Manager (straight time)	1	HR	\$ 195.00	1	\$ 195.00
39	Labor	Project / Operation Manager (overtime)	1	HR	\$ 195.00	1	\$ 195.00
40	Labor	Project Coordinator (straight time)	1	HR	\$ 150.00	1	\$ 150.00
41	Labor	Project Coordinator (overtime)	1	HR	\$ 150.00	1	\$ 150.00
42	Labor	Logistical Staging Area Manager (straight time)	1	HR	\$ 110.00	1	\$ 110.00
43	Labor	Logistical Staging Area Manager (overtime)	1	HR	\$ 110.00	1	\$ 110.0
44	Labor	Warehouse Supervisor (straight time)	1	HR	\$ 95.00	1	\$ 95.0
45	Labor	Warehouse Supervisor (overtime)	1	HR	\$ 95.00	1	\$ 95.0
46	Labor	Warehouse workers (straight time)	1	HR	\$ 65.00	1	\$ 65.00
47	Labor	Warehouse workers (straight time)	1	HR	\$ 65.00	1	\$ 65.00
48	Labor	Camp Manager (straight time)	1	HR	\$ 115.00	1	\$ 115.00
49	Labor	Camp Manager (overtime)	1	HR	\$ 115.00	1	\$ 115.0
50	Labor	Field Clerk (straight time)	1	HR	\$ 65.00	1	\$ 65.0
51	Labor	Field Clerk (overtime)	1	HR	\$ 65.00	1	\$ 65.0
52	Labor	Project Controller (straight time)	1	HR	\$ 130.00	1	\$ 130.0
53	Labor	Project Controller (overtime)	1	HR	\$ 130.00	1	\$ 130.0
54	Labor	Administrator (straight time)	1	HR	\$ 75.00	1	\$ 75.0
55	Labor	Administrator (overtime)	1	HR	\$ 75.00	1	\$ 75.0
56	Labor	Medic	1	HR	\$ 162.80	1	\$ 162.80
57	Labor	Armed Security Guard	1	HR	\$ 66.60	1	\$ 66.60
58	Labor	Head Cook (straight time)	1	HR	\$ 65.00	1	\$ 65.0
59	Labor	Head Cook (overtime)	1	HR	\$ 65.00	1	\$ 65.0
60	Labor	Baker / Cook (straight time)	1	HR	\$ 50.00	1	\$ 50.0
61	Labor	Baker / Cook (overtime)	1	HR	\$ 50.00	1	\$ 50.0
62	Labor	Housekeeper / Kitchen Helper (straight time)	1	HR	\$ 40.00	1	\$ 40.0
63	Labor	Housekeeper / Kitchen Helper (overtime)	1	HR	\$ 40.00	1	\$ 40.0
64	Labor	Electrical Technicians (straight time)	1	HR	\$ 115.00	1	\$ 115.0
65	Labor	Electrical Technicians (overtime)	1	HR	\$ 115.00	1	\$ 115.0
66	Labor	Communications Data Liaison (Mob/Demob)	1	HR	\$ 202.42	1	\$ 202.4
67	Labor	CDL Licensed Driver (straight time	1	HR	\$ 112.46	1	\$ 112.4
68	Labor	CDL Licensed Driver (overtime)	1	HR	\$ 149.94	1	\$ 149.9
69	Labor	Operators, Equipment (straight time)	1	HR	\$ 85.00	1	\$ 85.0
70	Labor	Operators, Equipment (overtime)	1	HR	\$ 85.00	1	\$ 85.0
71	Labor	Carpenters (straight time)	1	HR	\$ 75.00	1	\$ 75.0
72	Labor	Carpenters (overtime)	1	HR	\$ 75.00	1	\$ 75.0
73	Labor	Camp Laborer (straight time)	1	HR	\$ 50.00	1	\$ 50.0
74	Labor	Camp Laborer (overtime)	1	HR	\$ 50.00	1	\$ 50.0

1 Mars Income	Equipment						Number of Day		
Line Item	Type of Charge or Cost	Brief Description	Qty.	Unit	L L	Jnit Cost per Day	Required		Total Cost
76	Rental	12 Volt Fuel Supply Pump with Filters	1	EA	\$	25.00	1	\$	25.00
77	Rental	Portable Light tower - Min. (4) 1000 watt, telescoping mast	1	EA	\$	100.00	1	\$	100.00
78	Rental	ATV with Trailer	1	EA	\$	457.14	7	\$	3,200.00
79	Rental	1 Ton Pickup Truck	1	EA	\$	450.00	7	\$	3,150.00
80	Rental	Standby Ambulance Services	1	EA	\$	9,000.00	5	\$	45,000.00
81	Rental	Sth Wheeltrailer - Flatbed	1	EA	\$ \$	850.00 150.00	7	\$ \$	5,950.00
82 83	Rental Rental	20' Shipping Container 1000 Gallon Fuel Tank	1	EA EA	э \$	491.21	7	\$ \$	1,050.00 3,438.47
84	Rental	2000 Gallon Fuel Tank	1	EA	\$	1,473.34	7	\$	10,313.38
85	Rental	Refrigeration Container (53', 3675 CF)	1	EA	\$	1,166.67	7	\$	8,166.69
86	Rental	Fuel Truck (fuel service truck) - includes operator	1	EA	\$	1,500.00	7	\$	10,500.00
87	Rental	Box Truck	1	EA	\$	650.00	7	\$	4,550.00
88	Rental	Crash Truck w/Impact Attenuator	1	EA	\$	1,480.00	7	\$	10,360.00
89	Rental	48 FT Storage Trailer (No Tractor)	1	EA	\$	110.55	7	\$	773.85
90	Rental	Water Trailer, 6000 Gal (potable - food grade) - includes operator	1	EA	\$	1,124.55	1	\$	1,124.55
91	Rental	1000 Gallon Water Bladder w/ Valves (portable)	1	EA	\$	629.75	7	\$	4,408.25
92	Rental	1000 Gallon Water Bladder w/ Valves	1	EA	\$	704.72	7	\$	4,933.04
93	Rental	Loader - 1/2 yard	1	EA	\$	512.78	7	\$	3,589.46
94	Rental	Loader - 3/4 yard	1	EA	\$	572.97	7	\$	4,010.79
95	Rental	Loader - 1 yard	1	EA	\$	962.61	7	\$	6,738.27
96	Rental	Loader - 2 1/2 yard	1	EA	\$	1,030.85	7	\$	7,215.95
97	Rental	Loader - 2 3/4 yard	1	EA	\$	1,292.79	7	\$	9,049.53
98	Rental	Trailer Mount Knuckle Boom Loader	1	EA	\$	1,994.20	7	\$	13,959.40
99	Rental	Multi Terrain Loader	1	EA	\$	359.86	7	\$	2,519.02
100	Rental	Backhoe Loader	1	EA	\$	492.55	7	\$	3,447.85
101	Rental	Track Material Handler	1	EA	\$	528.99	7	\$	3,702.93
102	Rental	Skid Steer - 1750 lb.	1	EA	\$	528.99	7	\$	3,702.93
103	Rental	Skid Steer - 2400 lb.	1	EA	\$	534.39	7	\$	3,740.73
104	Rental	Skid Steer - 1900 lb. Track	1	EA	\$	458.82	7	\$	3,211.74
105	Rental	Skid Attachment - Grapple	1	EA	\$	151.14	7	\$	1,057.98
106	Rental	Skid Attachment - Forks	1	EA	\$	91.77	7	\$	642.39
107	Rental	Skid Attachment - Broom	1	EA	\$	172.74	7	\$	1,209.18
108	Rental	Telehandler 20 Ft	1	EA	\$	332.27	7	\$	2,325.89
109	Rental	Telehandler 42 Ft	1	EA	\$ \$	518.44	7	\$	3,629.08
110	Rental	Telehandler 50 Ft	1	EA	\$ \$	625.05 1,515.70	7	\$ \$	4,375.35
111 112	Rental Rental	Landfill Compactor Motor Grader	1	EA	\$	1,284.69	7	\$ \$	10,609.90 8,992.83
112	Rental	Water Truck (non-potable, up to 2500 gal) - Includes operator	1	EA	\$	1,198.09	7	\$	8,386.64
113	Rental	Water Truck (Potable - 1500 gal) - Includes operator	1	EA	\$	2,000.00	7	\$	14,000.00
115	Rental	Water Truck (Potable - 2500 gal) - Includes operator	1	EA	\$	2,500.00	7	\$	17,500.00
116	Rental	Forest Machine	1	EA	\$	1,122.74	7	\$	7,859.18
117	Rental	D3 Cat Small Track - Type Tractor	1	EA	\$	1,022.89	7	\$	7,160.23
118	Rental	D4 Cat Small Track - Type Tractor	1	EA	\$	1,130.85	7	\$	7,915.95
119	Rental	D5 Cat Small Track - Type Tractor	1	EA	\$	1,184.83	7	\$	8,293.81
120	Rental	D6 Cat Medium Track - Type Tractor	1	EA	\$	1,238.81	7	\$	8,671.67
121	Rental	D7 Cat Medium Track - Type Tractor	1	EA	\$	1,376.46	7	\$	9,635.22
122	Rental	D8 Cat Large Track - Type Tractor	1	EA	\$	1,430.43	7	\$	10,013.01
123	Rental	D9 Cat Large Track - Type Tractor	1	EA	\$	1,484.41	7	\$	10,390.87
124	Rental	Ditch / Trencher Digger	1	EA	\$	761.10	7	\$	5,327.70
125	Rental	Large Excavator	1	EA	\$	1,344.07	7	\$	9,408.49
126	Rental	Stump Grinder	1	EA	\$	564.08	7	\$	3,948.56
127	Rental	Tub Grinder	1	EA	\$	5,523.79	7	\$	38,666.53
128	Rental	Brush Chipper	1	EA	\$	788.09	7	\$	5,516.63
129	Rental	Debris Reduction Shredder	1	EA	\$	5,523.79	7	\$	38,666.53
130	Rental	Smartash Incinerator	1	EA	\$	150.00	7	\$	1,050.00
131	Rental	Air Curtain Burner w/ operators and fuel	1	EA	\$	2,824.87	7	\$	19,774.09
132	Rental	Trench Burner w/ operators and fuel	1	EA	\$	2,824.87	7	\$	19,774.09
133	Rental	Water tight 8'x40' burial containers with liners and sealed lids	1	EA	\$	1,673.34	7	\$	11,713.38
134	Rental	Aircraft K-Loader	1	EA	\$	18,136.75	7	\$	126,957.25
135	Rental	Cranes, Mobile - 35 Ton	1	EA	\$	2,039.26	7	\$	14,274.82
136	Rental	Cranes, Mobile - 50 Ton	1	EA	\$	2,314.21	7	\$	16,199.47
137	Rental	Cranes, Mobile - 70 Ton	1	EA	\$ \$	2,932.86 3,895.20	7	\$ \$	20,530.02
138 139	Rental Rental	Cranes, Mobile - 100 Ton Cranes, Mobile - 200 Ton	1	EA EA	э \$	6,644.76	7	\$ \$	27,266.40 46,513.32
139	Rental	Cranes, Lattice Boom - 550 Ton	1	EA	э \$	4,174.33	7	\$ \$	29,220.31
140	Rental	Cranes, Lattice Boom - 550 Ton Cranes, Lattice Boom - 750 Ton	1	EA	э \$	5,883.65	7	\$ \$	41,185.55
141	Rental	Cranes, Truck mounted telescopic - 35 Ton	1	EA	\$	2,039.26	7	\$ \$	14,274.82
142	Rental	Cranes, Truck mounted telescopic - 45 Ton	1	EA	\$	2,039.20	7	\$ \$	16,199.47
143	Rental	Cranes, Compact - 55 Ton	1	EA	\$	2,589.17	7	\$	18,124.19
144	Rental	Compressor, Air, Trailer mounted, 250 CFM - 100 PSI	1	EA	\$	412.94	7	\$	2,890.58
146	Rental	Welder, Trailer Mounted, 400 Amp	1	EA	\$	140.35	7	\$	982.45
140	nemul					140.00		4	502.4.

	Equipment						The second s		
ine Item.	Type of Charge or Cost	Brief Description	Qty.	Unit	U	nit Cost per Day	Number of Day Required		Total Cost
147	Rental	Forklift Carpet Poles (for use w/rolls of FEMA roofing tarps)	1	EA	\$	51.41	7	\$	359.87
148	Rental	Pallet Grabbers w/Chain	1	EA	\$	5.15	7	\$	36.05
149	Rental	Pallet Jack	1	EA	\$	11.31	7	\$	79.17
150	Rental	Electric Pallet Jack	1	EA	\$	187.64	7	\$	1,313.48
151	Rental	Forklift Loading Ramp	1	EA	\$	951.05	7	\$	6,657.35
152	Rental	Dock Plates	1	EA	\$	15.43	7	\$	108.03
153	Rental	25,000 - 35,000 lb. Forklift	1	EA	\$	1,390.59	7	\$	9,734.13
154	Rental	15,000 lb. Forklift	1	EA	\$	760.84	7	\$	5,325.88
155	Rental	9,000 - 10,000 lb. Forklift	1	EA	\$	511.51	7	\$	3,580.5
156	Rental	8000 lb. Forklift	1	EA	\$	398.42	7	\$	2,788.94
157	Rental	6000 lb. Forklift	1	EA	\$	398.42	7	\$	2,788.9
158	Rental	5000 lb. Forklift	1	EA	\$	269.90	7	\$	1,889.30
159	Rental	4400 lb. Extended Boom Forklift	1	EA	\$	503.80	7	\$	3,526.60
160	Rental	Rough Terrain Forklift - Straight Mast	1	EA	\$	519.23	7	\$	3,634.63
161	Rental	Rough Terrain Forklift - 5K Extending Boom	1	EA	\$	503.80	7	\$	3,526.60
162	Rental	Rough Terrain Forklift - 6K Extending Boom	1	EA	\$	660.60	7	\$	4,624.20
163	Rental	Rough Terrain Forklift - 8K Extending Boom	1	EA	\$	717.15	7	\$	5,020.05
164	Rental	Rough Terrain Forklift - 9K Extending Boom	1	EA	\$	717.15	7	\$	5,020.05
165	Rental	Rough Terrain Forklift - 10K Extending Boom	1	EA	\$	1,061.58	7	\$	7,431.00
166	Rental	Propane Tank	1	EA	\$	2.55	7	\$	17.85
167	Rental	Portable Loading Dock, 20 x 20' w/ Ramp & Stairs	1	EA	\$	672.85	7	\$	4,709.95
168	Rental	Orange Construction Fence	1	LF	\$	6.00	1	\$	6.00
169	Rental	Fence, Temporary, Chain Link Panels and Gates	1	LF	\$	18.00	6	\$	108.00
170	Rental	Traffic Control, Single lane closure (\$500.00 per hour)	1	EA	\$	5,000.00	1	\$	5,000.00
171	Rental	A-Frame Stands for 36" Signs	1	EA	\$	100.00	1	\$	100.00
172	Rental	Traffic Barricades, Folding (barricade only)	1	EA	\$	24.00	7	\$	168.00
173	Rental	Traffic Cones	1	EA	\$	7.50	7	\$	52.50
174	Rental	Traffic Barriers, 8' (plastic barricade only)	1	EA	\$	175.21	7	\$	1,226.47
175	Rental	Traffic Barricades, Barrel (barrel only)	1	EA	\$	18.00	7	\$	126.00
176	Rental	Traffic Light, Portable	1	EA	\$	685.00	7	\$	4,795.00
170	Rental	Communication Satellite, Modern, Wireless Router	1	EA	\$	25.70	7	\$	179.93
178	Rental	KA Band Satellite Data Unit 17mbps down by 6mbps up	1	EA	\$	1,156.68	7	\$	8,096.76
179	Rental	Cradlepoint unit that is firstnet capable and has provider diversity	1	EA	\$	1,150.08	7	\$	899.64
180	Rental	Iridium PTT Satellite Phone	1	EA	\$	503.37	7	\$	3,523.59
180	Rental	AT&T capable network extender	1	EA	\$	96.39	7	\$	674.73
181	Rental		1	EA	\$	96.39	7	\$	674.73
		Verizon capable network extender	1	EA		250.00	7		
183	Rental	Patco Toilet	1		\$ \$	56.00	1	\$ \$	1,750.00
184	Rental	Patco Toilet Bag	1	EA					56.00
185	Rental	Port a Pottie (includes daily service)	1	EA	\$	285.00	7	\$	1,995.00
186	Rental	Handwash Station (includes daily service)		EA	\$	252.86	7	\$	1,770.02
187	Consumable	Fuel	1	Gal.	~	Cost + 16%	1		Cost + 16%
188	Consumable	Hygiene Kit	1	EA	\$	34.00	1	\$	34.00
189	Consumable	Dining Supplies (per 10 people)	1	EA	\$	25.00	1	\$	25.00
190	Consumable	120 GB Pre-Paid Data Plan (Valid for 24 months from Purchase)	1	EA	\$	2.85	90	\$	256.50
191	Consumable	All Fuel Storage Secondary Containment (20x20 Portable Pit Liner)	1	EA	\$	65.00	7	\$	455.00
192	Consumable	48x40 #1 Wood Pallets	1	EA	\$	95.97	1	\$	95.97
193	Consumable	48x40x36 Double Wall Gaylord Cargo Box w/ Lid	1	EA	\$	129.56	1	\$	129.56
194	Consumable	18x18x24 Box 15/120	1	EA	\$	10.80	1	\$	10.80
195	Consumable	18x18x16 Box 20/120	1	EA	\$	9.60	1	\$	9.60
196	Consumable	18x18x24 Corrugated Boxes	1	EA	\$	23.99	1	\$	23.99
197	Consumable	15x2000 60 GA Blown Wrap	1	EA	\$	119.96	1	\$	119.90
198	Consumable	20x6000 60 GA Cast Mach Lgth Wrap	1	EA	\$	185.92	1	\$	185.92
199	Consumable	Industrial Handwrapper	1	EA	\$	239.91	1	\$	239.9
200	Consumable	Linoleum for Kitchen and shower area	1	SF	\$	2.50	1	\$	2.50
201	Consumable	4x12 Floor Panels - Donate to the village upon completion	1	EA	\$	250.00	1	\$	250.00
202	Consumable	4x16 Floor Panels - Donate to the village upon completion	1	EA	\$	300.00	1	\$	300.00
203	Consumable	MRE Heater Meals (case)	1	Case	\$	360.00	1	\$	360.00
204	Consumable	MRE Heater Meals (pallet)	1	Pallet	\$	17,280.00	1	\$	17,280.00
205	Consumable	Bottled Water - 16.9 oz. (pallet of cases of 28)	1	Pallet	\$	900.00	1	\$	900.00
206	Consumable	Gatorade - 20 oz. (pallet of cases of 24)	1	Pallet	\$	1,615.00	1	\$	1,615.00
207	Consumable	Bagged Ice, 10 lb. Bag, (pallet)	1	Pallet	\$	1,200.00	1	\$	1,200.00
208	Consumable	Bagged Ice, 20 lb. Bag, (pallet)	1	Pallet	\$	1,200.00	1	\$	1,200.00
209	Consumable	Bagged Ice, 40 lb. Bag, (pallet)	1	Pallet	\$	1,800.00	1	\$	1,800.00
205					10000		1		







### Proposal Cover Sheet Due Date: Tuesday, June 15, 2021 by 2:00 p.m.

SLSCO, Ltd.			57
Name of Firm/Company			
Josh Hulen	S	Senior Vice Preside	ent
Agent's Name (Please Print)		Agent's Title	
PO Box 17017	Galveston	ТХ	77552
Mailing Address	City	State	Zip
843-814-9294	cont	racts@slsco.com	27
Telephone Number	Email	Address	
Sphiful		06/14/2021	
Authorized Signature		Date	
Pronos	al Submission Checklist		
	backage shall consist of	the following:	
X Proposal Cover Sheet		ine following.	
X Proposal (If hard copy submitted: one	marked original, one ma	rked copy and a flash	n drive)
X Cost Proposal Sheet		• 24	,
X Public Information Act Form			
X Conflict of Interest Questionnaire (if re	equired)		
Proposal Certificatio	on and Addenda Acknow	vledgement	
Proposer must initial next to			
Addendum #1 Addendums* Addendu	um #2	Addendum #3	
Addendum #4 Addendu	ım #5 ,	Addendum #6	



### **Texas Public Information Act**

#### Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

## Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

## In signing this form, I acknowledge that I have read the above and further state (Please check one):

- The proposal/bid submitted to the City <u>contains NO confidential information</u> and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: \_\_\_\_\_\_\_\_

and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: SLSCO, Ltd.	
Signature:	Date: 06/14/2021
Print Name: Josh Hulen	Print Title: Senior Vice President

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Does not apply to SLSCO, Ltd.	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law r completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate.	ss day after the date on which
<sup>3</sup> Name of local government officer about whom the information is being disclosed.	
NA	
Name of Officer	
<ul> <li>Describe each employment or other business relationship with the local government of officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?</li> </ul>	th the local government officer. ch additional pages to this Form
B. Is the vendor receiving or likely to receive taxable income, other than investmer of the local government officer or a family member of the officer AND the taxable local governmental entity?	
5 Describe each employment or business relationship that the vendor named in Section 1 r other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
6 Check this box if the vendor has given the local government officer or a family membe as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	
7     06/14/       Signature of vendor doing business with the governmental entity	2021 Date

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Governmetn Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\ensuremath{\mathbf{i}})$  a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

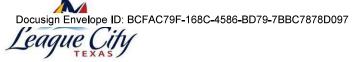
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

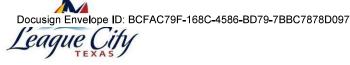


#### THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION. Please sign the last page to acknowledge these clauses and include in the forms section of your response.

#### 1. Equal Employment Opportunity.

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- b) 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- c) 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.
- d) 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.
- e) 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. 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 as 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.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.

- 2. Davis Bacon Act and Copeland Anti-Kickback Act.
  - a) 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.
  - b) 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.

#### Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) <u>Overtime requirements</u>. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

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watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- Withholding for unpaid wages and liquidated damages. The (write in the name of the c) Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

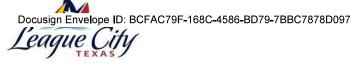
#### 4. Clean Air Act and the Federal Water Pollution Control Act

#### Clean Air Act

- a) 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.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- a) 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 (name of the state agency or local b) or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,



and the appropriate Environmental Protection Agency Regional Office.

- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 5. Debarment and Suspension.
  - a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



#### 6. Byrd Anti-Lobbying Amendment.

#### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

#### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To

be submitted with each bid or offer exceeding \$100,000) The undersigned

[Contractor] certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement
- 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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when

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League City

this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, SLSCO, Ltd. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

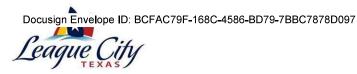
Signature of Contractor's Authorized Official

Josh Hulen, Senior Vice President

Name and Title of Contractor's Authorized Official

06/14/2021

Date



- 7. Procurement of Recovered Materials.
  - a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - b) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.
- 8. Additional FEMA Requirements.
  - a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 9. DHS Seal, Logo, and Flags.

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

#### 10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

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

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

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

Josh Hulen (PRINT NAME OF SIGNATORY)

the

(SIGNATURE)

06/14/2021

(DATE)

		Loom Ofty Dick Dochard Equipment Type				
Quantity	tity	reague City Fusil Fackage Equipitient Type	Pric	Price Per Day	Price	Price Per Week
Ē	Each	Each 125kW Generator with 50' of Cable, for each run	ŝ	1,698.22	ŝ	3,360.93
	Each	Each 150kW Generator with 50' of Cable, for each run	ŝ	1,958.34	ş	3,897.49
3	Each	Each 200 Kw Generator with 50' of Cable, for each run	Ş	2,153.84 \$	ş	4,262.88
-	Each	225kW Generator with 50' of Cable, for each run	Ş	2,654.19	Ş	4,690.82
_	Each	300kW Generator with 50' of Cable, for each run	ŝ	3,123.07	Ş	5,102.29
	Each	300kW Generator with 200' of Cable, for each run	ŝ	6,022.47	ş	10,451.47
-	Each	500kW Generator 100' of Cable, for each run	ŝ	5,906.30	ŝ	14,873.53
_	Each	Each 750kW Generator 100' of Cable, for each run	ŝ	6,891.88	Ş	17,355.46
-	Each	[175kW Trailer Mounted Generator 50' of Cable, for each run	ŝ	2,153.84	Ş	4,262.88
3	Each	Each 200kW Trailer Mounted Generator 50' of Cable, for each run	ŝ	2,476.92	ŝ	4,902.31
-	Each	[400 kW Trailer Mounted Generator (system Groundwater Wells) with 100° of cable, for each run.	Ş	5,709.78	Ş	15,733.16
-	Each	4" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	743.74	ŝ	1,688.10
-	Each	6" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	ŝ	1,014.64	ŝ	2,519.91
_	Each	8" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	1,862.02	Ş	4,624.44
-	Each	Each 10-12" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	2,793.04	Ş	6,936.66
-	Each	Each   12" Dry-Prime Pumps, Trailer Mounted with/50' Suction & 100' of Hard Discharge Piping with Bauer Couplers, per Pump	Ş	2,793.04	Ş	6,936.66
3	Each	Each Trailer Mounted Light Sets with Generator.	Ş	157.40	Ş	625.44
-			0	Cost plus (+)	ŭ	Cost plus (+)
U	allon	1 Gallon Fuel Price		16%		16%

\*\*\*\* ALL EQUIPMENT MUST BE DROPPED OFF WITH A FULL TANK OF GAS.

	Shelters		Revised 2024							
Line Item	Type of Facility of Equipment	Overall Size	Brief Description	Maximum Capacity		Cost Per Week	Co	st Per Month	Estimated Mobilization	Estimated Demobilization
		Varies by	Fully Contained and operational base camp for all services needed to support							
1	50 Person Base Camp	location	the number of people and time periods per occurrence.	50	\$	349,270.00	\$	1,222,445.00	\$ 118,725.00	\$ 153,125.00
		Varies by	Fully Contained and operational base camp for all services needed to support							
2	100 Person Base Camp	location	the number of people and time periods	100	\$	577,908.00	\$	2,022,678.00	\$ 118,725.00	\$ 153,125.00
			per occurrence. Fully Contained and operational base							
3	300 Person Base Camp	Varies by	camp for all services needed to support	200	\$	1,114,434.00	\$	3,900,519.00	\$ 235,125.00	\$ 267,150.00
		location	the number of people and time periods per occurrence.							
4	50 Person Sleeping Tent	Varies by location	Soft sided tent with cots, blankets, and pillows	50	\$	59,992.00	\$	218,970.80	\$ 40,000.00	\$ 35,250.00
5	100 Person Sleeping Tent	Varies by	Soft sided tent with cots, blankets, and	100	\$	118,080.00	\$	430,992.00	\$ 40,000.00	\$ 35,250.00
6	200 Person Sleeping Tent	location Varies by	pillows Soft sided tent with cots, blankets, and	200	\$	236,120.00	¢	861,838.00	\$ 87,125.00	\$ 80,125.00
		location Varies by	pillows Soft sided tent with cots, blankets, and			· .		· · ·	· ·	· ·
7	300 Person Sleeping Tent	location	pillows	300 320 SF	\$ \$	445,200.00		1,558,200.00 37,784.88		
-	Mobile Sleeping Unit, with stairs - Single Wide	8'x40'	Mobile Sleeping Trailer Unit w/HVAC							
9	Mobile Sleeping Unit, with stairs - Double Wide	16'x40'	Mobile Sleeping Trailer Unit w/HVAC	640 SF	\$	26,764.29		93,675.02		
10	12x20 Sleep Dividers (Furnishings)	4 Man	4 Beds with Dividers between beds	NA	\$	350.00		1,200.00		
11	12x20 Sleep Dividers (Furnishings)	2 Man	2 Beds with Dividers between beds	NA	\$	200.00		850.00		
12	Bedding	NA	Bed linens, per bed	NA	\$	140.00	Ş	3,900.00	TBD based on quantity	TBD based on quantity
13	Lineman style sleeping trailer	53'	Sleeping trailer with lined cots, blankets, pillows		\$	54,995.00		192,482.50		
14	Mobile Office Unit, with stairs - Single Wide	8'x40'	Mobile Office Trailer Unit w/HVAC	320 SF	\$	5,322.87	\$	18,630.05	\$ 10,100.00	\$ 10,100.00
15	Mobile Office Unit, with stairs - Double Wide	16'x40'	Mobile Office Trailer Unit w/HVAC	640 SF	\$	7,497.00	\$	26,239.50	\$ 22,000.00	\$ 22,000.00
16	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 50 People	50	\$	43,299.00	\$	151,546.50	\$ 20,558.00	\$ 20,558.00
17	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 100 People	100	\$	86,275.00	\$	301,962.50	\$ 20,558.00	\$ 20,558.00
18	Food Catering Tent	Varies by location	Tents with tables and chairs to accommodate 300 People	300	\$	258,825.00	\$	905,887.50	\$ 68,450.00	\$ 68,450.00
19	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 50 people	50	\$	46,000.00	\$	184,000.00	\$ 10,000.00	\$ 10,000.00
20	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 100 people	100	\$	89,110.00	\$	356,440.00	\$ 10,000.00	\$ 10,000.00
21	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 200 people	200	\$	178,220.00	\$	712,880.00	\$ 68,450.00	\$ 68,450.00
22	Catering with On-Site Kitchen	NA	3 Meals per day per person to accommodate up to 300 people	300	\$	265,000.00	\$	1,060,000.00	\$ 77,500.00	\$ 77,500.00
23	4 Station Restroom Trailer	Varies	All inclusive unit with daily cleaning, local water and sewer hookups	NA	\$	35,000.00	\$	122,500.00	\$ 7,500.00	\$ 7,500.00
24	10 Stall Restroom Trailer	Varies	All inclusive unit with daily cleaning, local water and sewer hookups	NA	\$	47,250.00	\$	165,375.00	\$ 8,500.00	\$ 8,500.00
25	4 Stall Shower Trailer	Varies	4 Stall Shower Trailer, can be self contained, Includes daily cleaning	NA	\$	35,000.00	\$	122,500.00	\$ 7,500.00	\$ 7,500.00
26	8 Stall Shower Trailer	Varies	8 Stall Shower Trailer, can be self contained, includes daily cleaning	NA	\$	45,000.00	\$	157,500.00	\$ 8,500.00	\$ 8,500.00
27	Self-Service Laundry Facility	Varies	Trailered washer and dryer units to server 100 people		\$	45,000.00	\$	157,500.00	\$ 12,000.00	\$ 12,000.0 0
28	Full Service Laundry Facility	Varies	Trailered washer and dryer units to server 100 people, full fluff and fold service		\$	51,800.00	\$	181,300.00	\$ 22,000.00	\$ 22,000.00
29	Portable Storage Container	8'x40'	CONEX / MILVAN	NA	\$	2,251.34	Ś	6,754.02	\$ 3,500.00	\$ 3,500.00
30	Portable Storage Container	8'x20'	CONEX / MILVAN	NA	\$	1,740.00		5,220.00	· · · · · · · · · · · · · · · · · · ·	
31	Tent, 20'x20'	20'x20'	Tent with side curtains and floor	400 SF	\$	4,273.29		14,956.52		
32	Tent, 40'x40'	40'x40'	Tent with side curtains and floor	1600 SF	\$		\$	26,239.50		
33	Tent, 10'x10'	10'x10'	Pop-up tent	100 SF	\$	106.46	· ·	372.61		\$ 1,000.00
34	Tent, 10'x15'	10'x15'	Pop-up tent	150 SF	\$	214.41		750.44		\$ 1,000.00
35	Chair, Folding	10 X15	Folding Chairs	1	\$	9.00			TBD based on quantity	TBD based on quantity
35	6' Table, Folding	72"x30"	Folding Table	1	\$	21.00		73.50	TBD based on quantity	TBD based on quantity
50		96"x30"	Folding Table	1	\$	26.00			TBD based on quantity	TBD based on quantity
37	8' Table, Folding									

	Labor							
ine Item	Type of Charge or Cost	Brief Description	Qty.	Unit	Unit Cost	Number of Days Required		Total Cost
38	Labor	Project / Operation Manager (straight time)	1	HR	\$ 195.00	1	\$	195.00
39	Labor	Project / Operation Manager (overtime)	1	HR	\$ 195.00	1	\$	195.0
40	Labor	Project Coordinator (straight time)	1	HR	\$ 150.00	1	\$	150.0
41	Labor	Project Coordinator (overtime)	1	HR	\$ 150.00	1	\$	150.0
42	Labor	Logistical Staging Area Manager (straight time)	1	HR	\$ 110.00	1	\$	110.0
43	Labor	Logistical Staging Area Manager (overtime)	1	HR	\$ 110.00	1	\$	110.0
44	Labor	Warehouse Supervisor (straight time)	1	HR	\$ 95.00	1	\$	95.0
45	Labor	Warehouse Supervisor (overtime)	1	HR	\$ 95.00	1	\$	95.0
46	Labor	Warehouse workers (straight time)	1	HR	\$ 65.00	1	\$	65.0
47	Labor	Warehouse workers (straight time)	1	HR	\$ 65.00	1	\$	65.0
48	Labor	Camp Manager (straight time)	1	HR	\$ 115.00	1	\$	115.0
49	Labor	Camp Manager (overtime)	1	HR	\$ 115.00	1	\$	115.0
50	Labor	Field Clerk (straight time)	1	HR	\$ 65.00	1	\$	65.0
51	Labor	Field Clerk (overtime)	1	HR	\$ 65.00	1	\$	65.0
52	Labor	Project Controller (straight time)	1	HR	\$ 130.00	1	\$	130.0
53	Labor	Project Controller (overtime)	1	HR	\$ 130.00	1	\$	130.0
54	Labor	Administrator (straight time)	1	HR	\$ 75.00	1	\$	75.0
55	Labor	Administrator (overtime)	1	HR	\$ 75.00	1	\$	75.0
56	Labor	Medic	1	HR	\$ 162.80	1	\$	162.8
57	Labor	Armed Security Guard	1	HR	\$ 66.60	1	\$	66.6
58	Labor	Head Cook (straight time)	1	HR	\$ 65.00	1	\$	65.0
59	Labor	Head Cook (overtime)	1	HR	\$ 65.00	1	\$	65.0
60	Labor	Baker / Cook (straight time)	1	HR	\$ 50.00	1	\$	50.0
61	Labor	Baker / Cook (overtime)	1	HR	\$ 50.00	1	\$	50.0
62	Labor	Housekeeper / Kitchen Helper (straight time)	1	HR	\$ 40.00	1	\$	40.0
63	Labor	Housekeeper / Kitchen Helper (overtime)	1	HR	\$ 40.00	1	\$	40.0
64	Labor	Electrical Technicians (straight time)	1	HR	\$ 115.00	1	\$	115.0
65	Labor	Electrical Technicians (overtime)	1	HR	\$ 115.00	1	\$	115.0
66	Labor	Communications Data Liaison (Mob/Demob)	1	HR	\$ 202.42	1	\$	202.4
67	Labor	CDL Licensed Driver (straight time	1	HR	\$ 112.46	1	\$	112.4
68	Labor	CDL Licensed Driver (overtime)	1	HR	\$ 149.94	1	\$	149.9
69	Labor	Operators, Equipment (straight time)	1	HR	\$ 85.00	1	\$	85.0
70	Labor	Operators, Equipment (overtime)	1	HR	\$ 85.00	1	\$	85.0
71	Labor	Carpenters (straight time)	1	HR	\$ 75.00	1	\$	75.0
72	Labor	Carpenters (overtime)	1	HR	\$ 75.00	1	\$	75.0
73	Labor	Camp Laborer (straight time)	1	HR	\$ 50.00	1	\$	50.0
74	Labor	Camp Laborer (overtime)	1	HR	\$ 50.00	1	Ś	50.0

Equ	ipment							
Line Item	Type of Charge or Cost	Brief Description	Qty.	Unit	Unit Cost per Day	Number of Day Required		Total Cost
76	Rental	12 Volt Fuel Supply Pump with Filters	1	EA	\$ 25.00	1	\$	25.00
77	Rental	Portable Light tower - Min. (4) 1000 watt, telescoping mast	1	EA	\$ 100.00	1	\$	100.00
78	Rental	ATV with Trailer	1	EA	\$ 457.14	7	\$	3,200.00
79	Rental	1 Ton Pickup Truck	1	EA	\$ 450.00	7	\$	3,150.00
80	Rental	Standby Ambulance Services	1	EA	\$ 9,000.00	5	\$	45,000.00
81	Rental	5th Wheeltrailer - Flatbed	1	EA	\$ 850.00	7	\$	5,950.00
82	Rental	20' Shipping Container	1	EA	\$ 150.00	7	\$	1,050.00
83	Rental	1000 Gallon Fuel Tank	1	EA	\$ 491.21	7	\$	3,438.47
84	Rental	2000 Gallon Fuel Tank	1	EA	\$ 1,473.34	7	\$	10,313.38
85	Rental	Refrigeration Container (53', 3675 CF)	1	EA	\$ 1,166.67	7	\$	8,166.69
86	Rental	Fuel Truck (fuel service truck) - includes operator	1	EA	\$ 1,500.00	7	\$	10,500.00
87	Rental	Box Truck	1	EA	\$ 650.00	7	\$	4,550.00
88	Rental	Crash Truck w/Impact Attenuator	1	EA	\$ 1,480.00	7	\$	10,360.00
89	Rental	48 FT Storage Trailer (No Tractor)	1	EA	\$ 110.55	7	\$	773.85
90	Rental	Water Trailer, 6000 Gal (potable - food grade) - includes operator	1	EA	\$ 1,124.55	1	\$	1,124.55
91	Rental	1000 Gallon Water Bladder w/ Valves (portable)	1	EA	\$ 629.75	7	\$	4,408.25
92	Rental	1000 Gallon Water Bladder w/ Valves	1	EA	\$ 704.72	7	\$	4,933.04
93	Rental	Loader - 1/2 yard	1	EA	\$ 512.78	7	\$	3,589.46
94	Rental	Loader - 3/4 yard	1	EA	\$ 572.97	7	\$	4,010.79
95	Rental	Loader - 1 yard	1	EA	\$ 962.61	7	\$	6,738.27
96	Rental	Loader - 2 1/2 yard	1	EA	\$ 1,030.85	7	\$	7,215.95
97	Rental	Loader - 2 3/4 yard	1	EA	\$ 1,292.79	7	\$	9,049.53
98	Rental	Trailer Mount Knuckle Boom Loader	1	EA	\$ 1,994.20	7	\$	13,959.40
99	Rental	Multi Terrain Loader	1	EA	\$ 359.86	7	\$	2,519.02
100	Rental	Backhoe Loader	1	EA	\$ 492.55	7	\$	3,447.85
101	Rental	Track Material Handler	1	EA	\$ 528.99	7	\$	3,702.93
102	Rental	Skid Steer - 1750 lb.	1	EA	\$ 528.99	7	\$	3,702.93
103	Rental	Skid Steer - 2400 lb.	1	EA	\$ 534.39	7	\$	3,740.73
104	Rental	Skid Steer - 1900 lb. Track	1	EA	\$ 458.82	7	\$	3,211.74
105	Rental	Skid Attachment - Grapple	1	EA	\$ 151.14	7	\$	1,057.98
106	Rental	Skid Attachment - Forks	1	EA	\$ 91.77	7	\$	642.39
107	Rental	Skid Attachment - Broom	1	EA	\$ 172.74	7	\$	1,209.18
108	Rental	Telehandler 20 Ft	1	EA	\$ 332.27	7	\$	2,325.89
109	Rental	Telehandler 42 Ft Telehandler 50 Ft	1	EA	\$ 518.44 \$ 625.05	7	\$	3,629.08
110 111	Rental	Landfill Compactor	1	EA EA	\$ 1,515.70	7	\$	4,375.35
112	Rental Rental	Motor Grader	1	EA	\$ 1,284.69	7	\$ \$	10,609.90
112	Rental	Water Truck (non-potable, up to 2500 gal) - Includes operator	1	EA	\$ 1,198.09	7	\$	8,992.83 8,386.64
113	Rental	Water Truck (Potable - 1500 gal) - Includes operator	1	EA	\$ 2,000.00	7	\$	14,000.00
115	Rental	Water Truck (Potable - 1500 gal) - Includes operator	1	EA	\$ 2,500.00	7	\$	17,500.00
115	Rental	Forest Machine	1	EA	\$ 1,122.74	7	\$	7,859.18
117	Rental	D3 Cat Small Track - Type Tractor	1	EA	\$ 1,022.89	7	\$	7,160.23
118	Rental	D4 Cat Small Track - Type Tractor	1	EA	\$ 1,130.85	7	\$	7,915.95
119	Rental	D5 Cat Small Track - Type Tractor	1	EA	\$ 1,184.83	7	\$	8,293.81
120	Rental	D6 Cat Medium Track - Type Tractor	1	EA	\$ 1,238.81	7	\$	8,671.67
121	Rental	D7 Cat Medium Track - Type Tractor	1	EA	\$ 1,376.46	7	\$	9,635.22
122	Rental	D8 Cat Large Track - Type Tractor	1	EA	\$ 1,430.43	7	\$	10,013.01
123	Rental	D9 Cat Large Track - Type Tractor	1	EA	\$ 1,484.41	7	\$	10,390.87
124	Rental	Ditch / Trencher Digger	1	EA	\$ 761.10	7	\$	5,327.70
125	Rental	Large Excavator	1	EA	\$ 1,344.07	7	\$	9,408.49
126	Rental	Stump Grinder	1	EA	\$ 564.08	7	\$	3,948.56
127	Rental	Tub Grinder	1	EA	\$ 5,523.79	7	\$	38,666.53
128	Rental	Brush Chipper	1	EA	\$ 788.09	7	\$	5,516.63
129	Rental	Debris Reduction Shredder	1	EA	\$ 5,523.79	7	\$	38,666.53
130	Rental	Smartash Incinerator	1	EA	\$ 150.00	7	\$	1,050.00
131	Rental	Air Curtain Burner w/ operators and fuel	1	EA	\$ 2,824.87	7	\$	19,774.09
132	Rental	Trench Burner w/ operators and fuel	1	EA	\$ 2,824.87	7	\$	19,774.09
133	Rental	Water tight 8'x40' burial containers with liners and sealed lids	1	EA	\$ 1,673.34	7	\$	11,713.38
134	Rental	Aircraft K-Loader	1	EA	\$18,136.75	7	\$	126,957.25

Equ	ipment					Number	
ne Item	Type of Charge or Cost	Brief Description	Qty.	Unit	Unit Cost per Day	of Day Required	Total Cos
135	Rental	Cranes, Mobile - 35 Ton	1	EA	\$ 2,039.26	7	\$ 14,27
136	Rental	Cranes, Mobile - 50 Ton	1	EA	\$ 2,314.21	7	\$ 16,19
137	Rental	Cranes, Mobile - 70 Ton	1	EA	\$ 2,932.86	7	\$ 20,53
138	Rental	Cranes, Mobile - 100 Ton	1	EA	\$ 3,895.20	7	\$ 27,26
139	Rental	Cranes, Mobile - 200 Ton	1	EA	\$ 6,644.76	7	\$ 46,51
140	Rental	Cranes, Lattice Boom - 550 Ton	1	EA	\$ 4,174.33	7	\$ 29,22
141	Rental	Cranes, Lattice Boom - 750 Ton	1	EA	\$ 5,883.65	7	\$ 41,18
142	Rental	Cranes, Truck mounted telescopic - 35 Ton	1	EA	\$ 2,039.26	7	\$ 14,27
143	Rental	Cranes, Truck mounted telescopic - 45 Ton	1	EA	\$ 2,314.21	7	\$ 16,19
144	Rental	Cranes, Compact - 55 Ton	1	EA	\$ 2,589.17	7	\$ 18,12
145	Rental	Compressor, Air, Trailer mounted, 250 CFM - 100 PSI	1	EA	\$ 412.94	7	\$ 2,89
146	Rental	Welder, Trailer Mounted, 400 Amp	1	EA	\$ 140.35	7	\$ 98
147	Rental	Forklift Carpet Poles (for use w/rolls of FEMA roofing tarps)	1	EA	\$ 51.41	7	\$ 35
148	Rental	Pallet Grabbers w/Chain	1	EA	\$ 5.15	7	\$ 3
149	Rental	Pallet Jack	1	EA	\$ 11.31	7	\$ 7
150	Rental	Electric Pallet Jack	1	EA	\$ 187.64	7	\$ 1,31
151	Rental	Forklift Loading Ramp	1	EA	\$ 951.05	7	\$ 6,65
152	Rental	Dock Plates	1	EA	\$ 15.43	7	\$ 10
153	Rental	25,000 - 35,000 lb. Forklift	1	EA	\$ 1,390.59	7	\$ 9,73
154	Rental	15,000 lb. Forklift	1	EA	\$ 760.84	7	\$ 5,32
155	Rental	9,000 - 10,000 lb. Forklift	1	EA	\$ 511.51	7	\$ 3,58
156	Rental	8000 lb. Forklift	1	EA	\$ 398.42	7	\$ 2,78
157	Rental	6000 lb. Forklift	1	EA	\$ 398.42	7	\$ 2,78
158	Rental	5000 lb. Forklift	1	EA	\$ 269.90	7	\$ 1,88
159	Rental	4400 lb. Extended Boom Forklift	1	EA	\$ 503.80	7	\$ 3,52
160	Rental	Rough Terrain Forklift - Straight Mast	1	EA	\$ 519.23	7	\$ 3,63
161	Rental	Rough Terrain Forklift - 5K Extending Boom	1	EA	\$ 503.80	7	\$ 3,52
162	Rental	Rough Terrain Forklift - 6K Extending Boom	1	EA	\$ 660.60	7	\$ 4,62
163	Rental	Rough Terrain Forklift - 8K Extending Boom	1	EA	\$ 717.15	7	\$ 5,02
164	Rental	Rough Terrain Forklift - 9K Extending Boom	1	EA	\$ 717.15	7	\$ 5,02
165	Rental	Rough Terrain Forklift - 10K Extending Boom	1	EA	\$ 1,061.58	7	\$ 7,43
166	Rental	Propane Tank	1	EA	\$ 2.55	7	\$ 1
167	Rental	Portable Loading Dock, 20 x 20' w/ Ramp & Stairs	1	EA	\$ 672.85	7	\$ 4,70
168	Rental	Orange Construction Fence	1	LF	\$ 6.00	1	\$
169	Rental	Fence, Temporary, Chain Link Panels and Gates	1	LF	\$ 18.00	6	\$ 10
170	Rental	Traffic Control, Single lane closure (\$500.00 per hour)	1	EA	\$ 5,000.00	1	\$ 5,00
171	Rental	A-Frame Stands for 36" Signs	1	EA	\$ 100.00	1	\$ 10
172	Rental	Traffic Barricades, Folding (barricade only)	1	EA	\$ 24.00	7	\$ 16
173	Rental	Traffic Cones	1	EA	\$ 7.50	7	\$ 5
174	Rental	Traffic Barriers, 8' (plastic barricade only)	1	EA	\$ 175.21	7	\$ 1,22
175	Rental	Traffic Barricades, Barrel (barrel only)	1	EA	\$ 18.00	7	\$ 12
176	Rental	Traffic Light, Portable	1	EA	\$ 685.00	7	\$ 4,79
177	Rental	Communication Satellite, Modem, Wireless Router	1	EA	\$ 25.70	7	\$ 17
178	Rental	KA Band Satellite Data Unit 17mbps down by 6mbps up	1	EA	\$ 1,156.68	7	\$ 8,09
179	Rental	Cradlepoint unit that is firstnet capable and has provider diversity	1	EA	\$ 128.52	7	\$ 89
180	Rental	Iridium PTT Satellite Phone	1	EA	\$ 503.37	7	\$ 3,52
181	Rental	AT&T capable network extender	1	EA	\$ 96.39	7	\$ 67
182	Rental	Verizon capable network extender	1	EA	\$ 96.39	7	\$ 67
183	Rental	Patco Toilet	1	EA	\$ 250.00	7	\$ 1,75
184	Rental	Patco Toilet Bag	1	EA	\$ 56.00	1	\$ 5
185	Rental	Port a Pottie (includes daily service)	1	EA	\$ 285.00	7	\$ 1,99
186	Rental	Handwash Station (includes daily service)	1	EA	\$ 252.86	7	\$ 1,77
187	Consumable		1	Gal.	Cost + 16%	1	Cost + 169
188	Consumable	Hygiene Kit	1	EA	\$ 34.00	1	
189	Consumable	Dining Supplies (per 10 people)	1	EA	\$ 25.00	1	\$ 2
190	Consumable	120 GB Pre-Paid Data Plan (Valid for 24 months from Purchase)	1	EA	\$ 2.85	90	\$ 25
191		All Fuel Storage Secondary Containment (20x20 Portable Pit Liner)	1	EA	\$ 65.00	7	\$ 45
192	Consumable	48x40 #1 Wood Pallets	1	EA	\$ 95.97	1	\$ 9.
193	Concumphio	48x40x36 Double Wall Gaylord Cargo Box w/ Lid	1	EA	\$ 129.56	1	\$ 12

Equipment								
Line Item	Type of Charge or Cost	Brief Description	Qty.	Unit		it Cost r Day	Number of Day Required	Total Cost
194	Consumable	18x18x24 Box 15/120	1	EA	\$	10.80	1	\$ 10.80
195	Consumable	18x18x16 Box 20/120	1	EA	\$	9.60	1	\$ 9.60
196	Consumable	18x18x24 Corrugated Boxes	1	EA	\$	23.99	1	\$ 23.99
197	Consumable	15x2000 60 GA Blown Wrap	1	EA	\$	119.96	1	\$ 119.96
198	Consumable	20x6000 60 GA Cast Mach Lgth Wrap	1	EA	\$	185.92	1	\$ 185.92
199	Consumable	Industrial Handwrapper	1	EA	\$	239.91	1	\$ 239.91
200	Consumable	Linoleum for Kitchen and shower area	1	SF	\$	2.50	1	\$ 2.50
201	Consumable	4x12 Floor Panels - Donate to the village upon completion	1	EA	\$	250.00	1	\$ 250.00
202	Consumable	4x16 Floor Panels - Donate to the village upon completion	1	EA	\$	300.00	1	\$ 300.00
203	Consumable	MRE Heater Meals (case)	1	Case	\$	360.00	1	\$ 360.00
204	Consumable	MRE Heater Meals (pallet)	1	Pallet	\$17,	280.00	1	\$ 17,280.00
205	Consumable	Bottled Water - 16.9 oz. (pallet of cases of 28)	1	Pallet	\$	900.00	1	\$ 900.00
206	Consumable	Gatorade - 20 oz. (pallet of cases of 24)	1	Pallet	\$ 1,	615.00	1	\$ 1,615.00
207	Consumable	Bagged Ice, 10 lb. Bag, (pallet)	1	Pallet	\$ 1,	200.00	1	\$ 1,200.00
208	Consumable	Bagged Ice, 20 lb. Bag, (pallet)	1	Pallet	\$ 1,	200.00	1	\$ 1,200.00
209	Consumable	Bagged Ice, 40 lb. Bag, (pallet)	1	Pallet	\$ 1,	800.00	1	\$ 1,800.00
210	Expense	Misc. resupply and unexpected freight at cost +10%	1	EA	Cost	t + 10%	1	Cost + 10%
Equipment	rates do not incl	lude operator or fuel unless stated in line item description.						
*Rates do r	not include delive	ery and pickup.						

#### Exhibit B

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