

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Building Restoration and Remediation Services
RFP # 2024-051

Sealed proposals will be accepted until 2:00 PM CT, **May 31, 2024**, and then publicly opened and read aloud thereafter.

MBW SERV Corporation

Legal Name of Proposing Firm

Michael Weaver

Vice President

Contact Person for This Proposal

Title

806-331-4555

Contact Person Telephone Number

michael@mbwserv.com

Contact Person E-Mail Address

1301 SW 8th Ave

Amarillo

TX

Street Address of Principal Place of Business

City/State

Zip

1301 SW 8th Ave

Amarillo

TX

Mailing Address of Principal Place of Business

City/State

Zip

Michael Weaver

Vice President

Point of Contact for Contract Negotiations

Title

806-331-4555

Point of Contact Telephone Number

michael@mbwserv.com

Point of Contact Person E-Mail Address

Acknowledgment of Addenda (initial): #1 N/A #2 _____ #3 _____ #4 _____ #5 _____

NOTE: Any confidential/proprietary information must be clearly labeled as “confidential/proprietary”. All proposals are subject to the Texas Public Information Act.

(Cover Sheet)

SECTION 1: OVERVIEW

1.0 PURPOSE

The North Central Texas Council of Governments (“NCTCOG”) seeks an experienced vendor or vendors to provide the goods or services described herein to the members of its TXShare Cooperative Purchasing Program (“TXShare”). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

1.0.1 Definitions:

- “RFP” or “solicitation” – this Request for Proposals document;
- “Vendor” - interested business;
- “You” or “Offeror” - vendor responding with a proposal;
- “Contractor” – Offeror awarded a contract;
- “Governmental Entity” – a government agency or non-profit organization;
- “Customer” – a governmental entity.

1.0.2 Outcome

The desired outcome of this RFP for **Building Restoration and Remediation Services** is for NCTCOG to enter into a Master Services Agreement (“MSA”) with one or more Contractors to supply municipalities, counties, school districts and other governmental agencies (“Customer”, “Government Entity”) with assistance to obtain the services from fully licensed vendors authorized to do business in the locations selected on Exhibit 3.

The North Central Texas Council of Governments intends to award Contracts through its TXShare purchasing cooperative to multiple Contractors. Members of TXShare (“Customer”) will have the option to utilize these contracts to fulfill their needs. The contract award does not guarantee any specific number of sales to any firm awarded under this contract. Each Customer will negotiate their own orders on an as needed basis.

The desired service categories are as listed below:

Service Category #1: Building Restoration and Remediation Services

Service Category #2: Other Ancillary Services

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 How Does a Cooperative Purchasing Program Work?

A government cooperative purchasing program, such as TXShare, is a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more government agencies to obtain a more economical purchase.

Government entities (cities, counties, water districts, school districts, etc.) sign up as members to use cooperative purchasing programs through a cooperative purchasing agreement. Additionally, non-profit organizations are allowed to sign up as members.

2.0.2 How Does a Government Entity Benefit?

Cooperatives help government agencies find the right goods and services that best fits their need and expedite purchases without requiring additional solicitations (RFP or IFB) to comply with laws and regulations.

TXShare uses the North Central Texas Council of Governments (“NCTCOG”) as the lead public entity to publicly solicit and award contracts through a Request for Proposal (“RFP”) process. TXShare members are eligible to access these contracts by signing an intergovernmental agreement with the NCTCOG, thereby eliminating the need to complete their own RFP process.

Membership in the TXShare cooperative purchasing program provides the agencies with access to contracts for goods and services at pre-negotiated rates or prices. Typically, the entity member then purchases the goods or services by negotiating with the cooperative’s awarded vendors and places purchase orders, or enters into sub-agreements, based on the rates or prices listed in the cooperative purchasing program’s contracts.

2.0.2 How Does A Vendor Benefit?

A Request for Proposal (RFP) such as this one is a document that competitively solicits bids from potential vendors for goods or services. The lead public entity (NCTCOG) is an independent government entity that carries out the advertising and bid procedures required by state law.

All of TXShare’s contracts are competitively bid and publicly awarded through this process. NCTCOG prepares the RFP incorporating the required cooperative purchasing language that allows its entity members across the nation to utilize the awarded contract(s).

Vendors respond to the RFP by submitting their proposals. NCTCOG evaluates the responses and awards a Master Services Agreement for the TXShare cooperative, thus establishing the availability for nationwide use of the resulting contracts.

Vendors who successfully compete in the RFP process and are awarded a contract will market to any public entity or non-profit and can then forgo the RFP process for an individual entity.

When marketing to a customer, the awarded vendor can provide a quote to the customer for its unique needs based on the pricing, terms and conditions of its contracts. For a vendor, being awarded a cooperative contract can help shorten the sales cycles considerably. This is especially beneficial for smaller firms, like startups, that may not otherwise be able to access the government market.

2.0.3 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don’t require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and money as well as is an “ace in the hole” for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

Note: There is no obligation on the part of any Customer to purchase goods or services through the awarded contracts nor is there any guarantee, implied or otherwise, that the awarded contractor(s) will make any sales based on this solicitation.

2.1 **NCTCOG OVERVIEW**

The North Central Texas Council of Governments is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-entity metropolitan region surrounding the cities of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 23 independent school districts, and 29 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7.0 million, which is larger than 30 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly, which annually elects a 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

2.2 TXSHARE PROGRAM EXPLANATION

NCTCOG intends to make the contract awarded from this solicitation available to other public entities through TXShare. By promoting their TXShare contract(s) to public entities, contractors reduce the need to repeatedly respond to public customer bids or requests for proposals. The contractor then realizes substantial efficiencies that will increase sales opportunities. Contractors agree to pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare contracts awarded and held by the contractor. This administrative fee is not an added cost to be invoiced by the contractor to TXShare participants. This administrative fee covers the costs of contract marketing and facilitation incurred by TXShare.

Under the TXShare program, any public customer or non-profit can use the TXShare contract and its selected contractor(s) to make purchases necessary to pursue their own needs. Offerors awarded a contract under the TXShare program may offer their services nationwide if they desire to do so. The TXShare contract offers a unique advertising advantage to a contractor to promote its services, as the contract satisfies most public entities' procurement requirements.

2.3 CONTRACT MANAGEMENT AND REPORTING

The contractor will be required to track and report to NCTCOG its TXShare sales activities relating to the master contract. The contractor will be required to provide management reports on a quarterly basis. Examples of management report data include, but are not limited to:

- Participating public customer's name; pricing option chosen; total fee charged. NCTCOG and contractor will agree to form and content of reports after award of contract.

2.4 ADMINISTRATIVE FEE

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2% of sales.

2.4 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified Offeror(s) based upon the qualifications of the Offeror and the categories of goods or services they can provide. However, NCTCOG anticipates exploring any viable alternative for providing these goods or services and may decide, after reviewing the proposals submitted, to reject all proposals and not to enter into any agreement.

3.1 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content

or to exclude any relevant or essential data there from. You are at liberty and are encouraged to expand upon the specifications to give additional evidence of your ability to provide the services requested in this solicitation.

3.2 ADDENDA

Addenda to this solicitation will be made available to vendors of record by posting the addenda on [the Public Purchase website](#). A “vendor of record” is defined as a vendor who has downloaded the solicitation directly from the [www.publicpurchase.com](#) website. It is the vendor’s responsibility to check Public Purchase for any addenda that may be issued. You shall acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP and submit with their proposal.

3.3 SOLICITATION SCHEDULE

The anticipated schedule for the RFP process is given below. All times indicated are Central Time (CT).

The anticipated schedule is as follows:

RFP Issued	May 8, 2024	
Pre-Proposal Conference	May 16, 2024	10:00 AM CT
Inquiry Period Ends	May 24, 2024	5:00 PM CT
Proposal Due Date	May 31, 2024	2:00 PM CT
Planned Contract Award	July 2024	

NCTCOG reserves the right to change this schedule at any time.

3.4 PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference at 10 AM on **May 16, 2024** via Microsoft Teams. The invitation is as follows:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 288 089 683 754

Passcode: 4AwSRM

Dial in by phone

[+1 903-508-4574,,404219522#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 404 219 522#

3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT, **May 24, 2024**, and must be submitted electronically to [www.publicpurchase.com](#). Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website and available for viewing of all registered participants.

Proposers are responsible for reviewing the solicitation posting on the website [www.publicpurchase.com](#) for any updates related to this RFP prior to the closing date.

3.6 PROPOSAL SUBMISSION

To respond to this RFP, as well as receive notifications, updates, addenda, and other solicitation information, vendors are required to download the solicitation from the Public Purchase website. Failure to do so may result in the vendor not receiving important information.

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT May 31, 2024**. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

NOTE: Any confidential/proprietary information must be clearly labeled as “confidential/proprietary”. All proposals are subject to the Texas Public Information Act.

3.7 PUBLIC OPENING

The public opening for this RFP will be conducted beginning approximately 2:05 PM CT on the date proposal submissions are due. The opening meeting will be held virtually via Microsoft Teams and will be recorded. Please note that a large volume of proposals may result in a lengthy opening process. Meeting access information and the Teams meeting invite will be posted to Public Purchase prior to the date of the public opening. Only the names of the Offerors submitting a proposal will be read aloud. No other information will be disclosed at the time of opening.

Proposal information is restricted and not publicly available until after the award of a contract. All documents associated with the proposal submitted, unless the Offeror indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Texas Public Information Act. Any part of the proposal that you desire to declare as confidential information must be noted as such where the information is found in the proposal. Claims of confidentiality are subject to the opinion of the Texas Office of the Attorney General, should NCTCOG receive an open records request. All information obtained during this solicitation will become property of NCTCOG.

The opening will be on Microsoft Teams as follows:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 215 395 757 751

Passcode: VzpeD8

Dial in by phone

[+1 903-508-4574..899412956#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 899 412 956#

SECTION 4: SPECIFICATIONS

4.0 SCOPE OF WORK

The desired outcome of this RFP is to retain a contractor(s) to supply municipalities, counties, school districts and

other agencies with the services listed below:

Service Category #1: Building Restoration and Remediation Services

Service Category #2: Other Ancillary Services

Building restoration and remediation services for non-construction related goods & services for:

- weather related damage resulting from flooding, windstorm, tornado, hurricane, or hail;
- flood damage;
- fire damage;
- vandalism
- any other unforeseen or emergency restoration need.

Proposals should only include items and services that are not of a construction nature but rather for the purpose of emergency cleanup and recovery from one of the above events. Ancillary services or goods priced at an hourly or unit pricing may be proposed. Travel expenses may be covered as an ancillary item.

An example of a covered project would be a customer who has a fire that causes little or no structural damage to a building but there is a degree of smoke or sprinkler water damage within an area of the building. A vendor awarded a Building Restoration and Remediation Services contract through TXShare would be able to perform these services for the customer at a mutually agreeable price based on the pricing offered in your proposal for the necessary work.

Your proposal shall include insurance coverage equal to or exceeding those as specified in section 6.4.

Do not propose work for projects that are considered new public works or construction. Customers will obtain these services through a separate contract.

The vendor would furnish all necessary materials, labor and freight as well as any tools, supplies, equipment, transportation, supervision, management and shall perform all required services.

Proposing a discount off a catalog list of service pricing is recommended. However, unit pricing with a list of all goods and services proposed will be accepted. You may offer different discounts off on specific brands or lines of goods if you so desire.

Do not propose any item as a “PRICE TO BE DETERMINED”.

4.1 OTHER

4.1.1 Objectives.

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

4.1.2 Service Area.

In preparing a proposal, you will designate what geographic region(s) will be served. You must specify, on the service area designation forms included with their proposal, the service areas that they are willing and able to provide goods and services to. A vendor does not have to propose to service the entire State of Texas, nor must propose to service all fifty (50) states, to be considered for an award of a TXShare contract.

Service area designation forms are found in **Exhibit 3**.

4.1.3 Service Category Offer.

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested services. A

proposal will be evaluated only for the services it proposes.

4.2 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose. It is at your discretion to propose either unit pricing or a percentage discount off the list price for the goods or services you wish to offer. It is generally recommended that you offer a discount, however.

By signing this proposal, you certify that you have obtained and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

4.3 CONTRACT TERM

A contract resulting from this RFP shall be effective for 24 months from the date of award. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew it at its discretion.

4.4 WARRANTY/GUARANTEE

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

4.5 CATALOGS

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 4.1 of these specifications. This schedule is commonly referred to as a “catalog”.

Catalogs contain a range of items that are published in either an electronic or hard copy form and are modified from time to time to reflect internal and external changes in the vendor’s marketplace. It is at the vendor’s discretion to propose any limitations of the goods or services offered. A good or service offered must be listed in the catalog to be eligible for sale through a Category of the awarded contract.

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing the pricing information. A physically delivered hard copy of the catalog is NOT acceptable.

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity.

4.6 QUALITY

It is expected that you have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the goods or services to members of the cooperative.

4.6.2 Safety Requirements.

All items proposed must comply with current applicable safety or regulatory standards or codes.

4.6.3 Deviation from Industry Standard.

Deviations from industry standards must be identified with an explanation of how the equipment, goods, and services will provide equivalent function, coverage, performance, and/or related services.

4.7 NEW GOODS AND SERVICES

New goods and services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those goods or services are within the scope of this RFP and include, but will not be limited to, new services added to the manufacturer’s list offerings, and services which reflect new technology and improved functionality. Service Categories or individual items of a fixed price nature are subject to review and approval of the NCTCOG before addition to the contract. Individual items added to catalog awards do not require prior approval of the NCTCOG.

4.8 ALL OR NOTHING AWARD

“All or nothing” proposals are not acceptable and will be rejected. You must be willing to accept a partial award for any combination of the Categories proposed at the discretion of the NCTCOG.

The NCTCOG may award contracts to multiple Offerors supplying comparable goods or services, also known as a multiple award schedule, or award the contract to a single vendor. The NCTCOG’s decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

4.9 PRICING

When preparing your pricing, you should furnish pricing for each Category proposed and state “No Bid” for any Categories or sub-Categories you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered.

NOTE: The final negotiated pricing (or discount) will be incorporated into the Master Services Agreement with the awarded vendor(s). The pricing information provided in your proposal will be public information and will not be accepted marked as proprietary or confidential.

4.9.2 Catalog Pricing

There are two types of pricing that may be proposed for your catalog:

4.9.2.1 Discount – Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as “discount pricing”. This is the recommended method. The catalog offering a percentage discount should identify which Category of goods or services are covered by the catalog and the corresponding minimum percentage discounts that apply. The discounts may be broken down by category and quantity, as well as by subcategory or tier (to the extent of the proposer’s choosing). The Proposer may be creative in the percentage tier discounts to the extent deemed appropriate.

A link to the schedule of list pricing for all catalog items must be provided with the initial contract during execution, and whenever the list pricing is updated. By providing the current list pricing, a potential Customer can determine the maximum cost for each item by multiplying the contractually awarded minimum percentage discount times the current published list price. The current published list price will be posted on the awarded Contractor’s landing page on the TXShare website.

Changes to a percentage discount catalog that adds, modify, or delete items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

A discount percentage off of list is considered to be a minimum discount, so the awarded Contractor is free to offer greater percentage discounts to a Customer as part of a purchase negotiation. A zero discount off catalog proposal is acceptable but may put the Contractor at a disadvantage when the Customer is comparing prices among competing Contractors. The Contractor may lower the unit price or increase the minimum discount percentage to be more competitive in a particular situation.

It is recommended that when offering a wide variety of goods and services that you propose a catalog percentage discount for all items in that Category (except any specific items specifically stated as excluded). Discount pricing also negates the need for submitting a request to amend unit prices every time there is a price increase for the good or service, as the contract will be awarded for the percentage discount and not for a specific unit price.

Any good or service not specifically listed on the awarded Category catalog is ineligible under the

contract except under Category “Optional Ancillary Goods and Services”. These optional items, which are priced as a discount off of list price, may be only sold in companion with other goods and services specifically stated in the catalog under one of the other Categories. The total dollar value of these Optional Ancillary Goods and Services category items may not exceed 25% of the order to be placed.

Note: As previously stated, percentage discounts from list price are allowed but a markup percentage from cost is not, as this method is not allowable for purchases made via Federal grant money. Prices stated as a markup from cost are a cause for disqualification of those portions of your proposal.

Note: You may stipulate different discounts off different products or types of service (subcategories) within each Category, provided you clearly indicates how the different discounts apply to which goods or service subcategories.

4.9.2.2 Unit Pricing - Responding Offerors are requested to submit a proposal that will contain specific stated goods or services that would qualify under the Category. Each item on the schedule has a stated fixed price per unit. This is commonly referred to as “unit pricing”. All items offered should identify which Category of goods or services they are being offered under and a detailed schedule should be prepared listing the product item description, packaging size, unit of measure, and unit price.

Changes may not be made to a unit pricing catalog to add, modify or delete items or to the unit pricing itself without execution of a written contract amendment. Therefore, any changes to the catalog goods or services that the Contractor desires must be submitted in writing to NCTCOG. Unit prices may only be increased by written request and may be subject to acceptance by the NCTCOG through execution of a contract amendment.

Any good or service not specifically listed on the awarded unit price catalog is ineligible under the contract except under Category “Optional Ancillary Goods and Services”. These optional items, which are priced as a discount off of list price, may be only sold in companion with other scheduled goods and services specifically stated in the catalog under one of the other Categories. The total dollar value of these Optional Goods and Services category items may not exceed 25% of the order to be placed.

4.9.3 General Proposal Information

You must clearly identify which Category your pricing submittal applies to.

You have the option (but are not required) to propose ancillary optional goods or services. Examples are similar product lines, inside delivery, set up, installation, maintenance agreements, travel costs, and other similar goods and services that are not specifically covered by any of the other PRICING CATEGORIES listed in the RFP. Please provide adequate information explaining what the ancillary good or service consists of.

Any good and or service that your business sells, and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by either unit price or discount from list in the proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including a link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

4.9.3.1 For example, if you propose a discount off list, then your current list price card for the items proposed must be made available so that the customer can calculate the contract price. Such would mean if you were proposing “10% discount off list price of tables”, then you must provide with your proposal the current list price for tables offered under the contract.

4.9.4 Exhibit 1 Categories Offered with Price Sheet – If attached in Exhibit1 in the RFP, a Price Sheet has been created and made a part of this RFP for you to complete and submit with your proposal. It is not mandatory that this exact form be used if you have the capability to provide the information in a similar format already in existence. For example, if you can print out a document that describes the good or service, current list price, and discount, then that document can be submitted in lieu of the form herein. However, NCTCOG reserves the right to reject the form submitted, and or request further clarification. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

Note that not all RFPs will contain an Exhibit Price Sheet.

4.9.5 Market Basket - For Evaluation Purposes Only (If required).

You are asked to fill out and return with your proposal a copy of the *Sample Market Basket Pricing Form*, included as Exhibit 2 in this RFP package. This item is used to score the proposal for the Proposal Pricing criterion.

Note that not all RFPs will have an Market Basket Exhibit included.

4.9.6 Price Escalation/De-escalation.

The unit pricing (or discount percentage) proposed by the Offeror shall be of a fixed price nature for the first six (6) months of the contract. Escalation requests may be made no more than every ninety (90) days and are subject to mutual written amendment to the contract between NCTCOG and the contractor. It is the responsibility of the contractor to petition NCTCOG changes to the pricing structure. The awarded contractor must provide upon request such supporting documentation as TXShare may require that justifies the requested price escalation.

A price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered. Price changes may not exceed the most recent 12-month CPI-U table. Request for increases must be submitted in writing for consideration. Should the price change be granted and the NCTCOG accepts, a written amendment will be executed.

Price decreases (or discount percentage increase) may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG. Change to unit prices in a contract must be approved via mutual execution of an amendment to the contract. In the event of price decreases, an executed amendment is not required. If applicable, a copy of, or link to, the vendor’s current pricelist should be submitted with the Proposal.

4.9.7 Sales Tax & Freight.

Do not include sales tax in proposal pricing. Nearly all Customers will be tax exempt. Freight/shipping cost should be addressed in your pricing. There is full flexibility on the vendor’s behalf as to whether these costs are included in the price, or an additional charge to be determined at the time of the negotiation between the Contractor and Customer. However, this must be stated up front at the time of the submission of the proposal. Failure to state the method in the proposal will result in a default assumption of “additional charge” for freight/shipping costs when evaluating the proposal.

SECTION 5: EVALUATION AND AWARD

5.0 TIME FOR EVALUATION

Unless stated otherwise elsewhere in this RFP, all proposals submitted shall remain valid for a minimum of ninety (90) calendar days after the proposal due date to allow adequate time for evaluation and award.

5.1 EVALUATION PROCESS

All submissions in response to this solicitation will be evaluated in a manner consistent with the applicable NCTCOG rules and policies.

First, all nonresponsive proposals (those not conforming to the solicitation requirements) will be eliminated. A proposal review committee will be assembled to perform the evaluations of the remaining responsive proposals. In the initial phase of the evaluation process, the evaluation committee will review all responsive proposals received. You bear sole responsibility for submitting all requested information in the proposal. NCTCOG reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications of this solicitation.

5.2 BAFO AND CLARIFICATION REQUESTS

Once proposals have been submitted, the evaluation committee reviews the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be evaluated and scored.

Discussions may be conducted with Offerors who submit proposals that are determined to be reasonably qualified for the award of the contract. To obtain the best and final offers ("BAFO") for those reasonably qualified, revisions may be permitted after submission of the proposals and before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

5.3 ORAL PRESENTATIONS

NCTCOG reserves the right to require a presentation by the firm to supplement their written submission. These presentations will be scheduled, if required, after proposals are received and prior to the award of the Contract.

5.4 AWARD OF THE CONTRACT

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more Offeror(s) whose submission is determined to be the most advantageous to NCTCOG.

5.5 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate submissions are as follows:

Criteria Factors	Proposal Section	Description	Points
Capacity to Deliver	Tab A	Points will be awarded for response to this section.	10
Demonstrated Past Success	Tab B	Points will be awarded for response to this section.	10
Quality Control	Tab C	Points will be awarded for response to this section.	5
Technical Proposal	Tab D	Points will be awarded for narrative response to the questions listed in this section.	40
Proposal Pricing	Tab E	Points will be awarded based upon responses to Tab E.	30

HUB Status	Attachment IX	Additional score will be awarded in this section to Historically Underutilized Businesses Enterprises (HUB).	5
-------------------	----------------------	--	---

SECTION 6: GENERAL TERMS AND CONDITIONS

6.0 SALES TAX

NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.

6.1 DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "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. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

6.2 CONDITIONS

- 6.2.1 A response to this solicitation does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- 6.2.2 Unless you specify in the proposal, NCTCOG may award the contract for any goods or services or group of goods or services in the solicitation and may increase or decrease the quantity specified.
- 6.2.3 NCTCOG reserves the right to hold and accept any proposals received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- 6.2.4 NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Offeror(s) selected and such contracts negotiated as a result of this solicitation may be re-negotiated and/or amended in order to successfully meet the customer needs.
- 6.2.5 NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation, as it deems necessary. NCTCOG will provide notifications of such changes to all Vendors recorded in the official record having downloaded the solicitation from Public Purchase.
- 6.2.6 NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of your relevant performance and/or qualifications; and to request additional information from any or all Offerors.
- 6.2.7 NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or after, the award of a purchase contract. Misrepresentation of your ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- 6.2.8 NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.
- 6.2.9 You shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing

favorable disposition toward their own submission or any other submitted hereunder.

- 6.2.10 No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- 6.2.11 You shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause your proposal to be rejected. This does not preclude joint ventures or subcontracts.
- 6.2.12 All proposals submitted must be an original work product of yours. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Offeror is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- 6.2.13 The only purpose of this solicitation is to ensure uniform information in the selection of proposals and procurement of services. This solicitation is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- 6.2.14 The contents of a successful proposal submission may become a contractual obligation, if selected for award of a contract. Failure of the Offeror to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful vendor as a basis for release of proposed services at stated price/cost. Any damages accruing to NCTCOG as a result of the Offeror's failure to contract may be recovered from the Offeror.
- 6.2.15 A contract with the selected Offeror may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- 6.2.16 NCTCOG is the responsible authority for handling complaints or protests regarding the selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. You agree, to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 6.2.17 NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.

6.3 HOUSE BILL 89 CERTIFICATION

If you are required to make a certification pursuant to Section 2270.002 of the Texas Government Code, you certify that you do not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If you do not make that certification, you must indicate that in its proposal and state why the certification is not required.

6.4 INSURANCE REQUIREMENTS

At all times during the term of any awarded contract, contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in writing between contractor and participating entities. Further, the contractor shall require all contractors and subcontractors to perform work for which the same liabilities may apply under the contract to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractors may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. Coverage shall be endorsed to the Customer as a Named Additional Insured. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

- Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or

- disease.
- Commercial General Liability:
Required Limits:
 - \$1,000,000 per occurrence;
 - \$3,000,000 Annual Aggregate
- Commercial General Liability policy shall include:
 - Coverage A: Bodily injury and property damage;
 - Coverage B: Personal and Advertising Injury liability;
 - Coverage C: Medical Payments;
 - Products: Completed Operations;
 - Fire Legal Liability;

Policy coverage must be on an “occurrence” basis using CGL forms as approved by the Texas State Board of Insurance.
- Business Auto Liability: Coverage shall be provided for all owned, hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.
- Professional Errors and Omissions liability:
Required Limits:
 - \$1,000,000 Each Claim
 - \$1,000,000 Annual Aggregate

6.5 INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless NCTCOG, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by contractor and/or its employees or subcontractors of any right of a third party; provided, however, that contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any losses are the result of NCTCOG’s gross negligence or willful misconduct.

This section is non-negotiable.

6.6 FORCE MAJEURE

It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

6.7 FORM 1295

The Texas Legislature has adopted House Bill 1295. In summary, the law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to our agency prior to the award of certain contracts. The disclosure of interested parties must be completed electronically and submitted through the Texas Ethics Commission website. If the requirement applies to the contract resulting from this RFP, NCTCOG will notify the vendor that the disclosure is required and will provide a specific contract number for inclusion in the submittal. For more information about the process,

please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

6.8 EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions 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.

6.9 DAVIS-BACON ACT

Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

6.10 CONTRACT WORK HOURS AND SELECTION STANDARDS

Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

6.11 RIGHTS TO INVENTION MADE UNDER CONTRACT OR AGREEMENT

Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.

6.12 CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT, AND ENERGY POLICY CONSERVATION ACT

Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6.13 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.14 PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.

6.15 RESTRICTIONS ON LOBBYING

Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying,” which is included as Attachment V of the RFP. Contractor shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

6.16 DRUG-FREE WORKPLACE

Contractor shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

6.17 TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.

6.18 CIVIL RIGHTS COMPLIANCE

6.18.1 Compliance with Regulations

Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway

Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

6.18.2 Nondiscrimination

Contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

6.18.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

6.18.4 Information and Reports

Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6.18.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the nondiscrimination provisions of the agreement, contractor will impose such sanctions as it the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the contractor under the agreement until the Contractor compiles and/or cancelling, terminating or suspension of the agreement, in whole or in part.

6.18.6 Incorporation of Provisions

Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the regulations and directives issued pursuant thereto. contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such a direction, contractor may request the State to enter into such litigation to protect the interests of the State. In addition, contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.18 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

Contractor shall not discriminate based on race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

6.19 PERTINENT NON-DISCRIMINATION AUTHORITIES

During the performance of the agreement, contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

6.20 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS, OR RECEIVE PAYMENT ON STATE CONTRACTS

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

6.21 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities.

SECTION 7: HOW TO SUBMIT YOUR PROPOSAL

7.0 INSTRUCTIONS FOR OFFERORS

Your proposal should be comprised of the sections described below. Failure to include or address the items listed

will impact the evaluation score of your proposal, up to, and including, disqualification.

Important Note: Your entire proposal must consist of the cover sheet, your responses to Tabs A-G, Exhibits 1-3 (as provided), and the completed Attachments I-XI per the following:

- **COVER SHEET.** The cover to your proposal will consist of the completed page 1 of this solicitation document.
- **TAB A - CAPACITY TO DELIVER**
 - A brief statement of your understanding of the work to be done.
 - Describe your firm's approach and clearly indicate any exceptions to the specifications, options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.
 - Describe your firm's capabilities to perform the work in a timely fashion.
 - List the business location(s) out of which your firm's team members will work from.
 - Provide an overview of Proposer's organization, size, years in business, and experience; major clients; areas of expertise; approximate number of Proposer's staff to be assigned to a given project; unique qualifications of Proposer's firm; and other matters that the Proposer feels would assist in our evaluation process.
 - Describe other resources your firm intends to commit to provide the required services under this contract.
 - Provide a list of best practices your company utilizes.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB B - DEMONSTRATED PAST SUCCESS**
 - Describe Offeror firm's experience providing services for governmental clients of a similar nature in the last five years.
- Include a list of no more than five (5) relevant services contracts awarded within the last 5 years. These same five projects should be used as your references in Tab F.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB C - QUALITY CONTROL**
 - Describe personnel, equipment, technologies, or other resources and methodologies commonly used by your firm that may be applicable to this service. Describe your quality control and quality assurance programs.
 - Identify major project risks that are outside of the firm's control.
 - Identify any litigation within the past three years that allege failure to perform.
 - Identify any contracts within the past three years that were terminated due to non-performance.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB D - TECHNICAL PROPOSAL**
 - A. Proposal Narrative - This section should constitute the major portion of the submittal, describing the services you offer, in narrative form. Additionally, include specific responses to items listed below. NCTCOG encourages vendors to be creative when developing their proposals for the requested service(s). IMPORTANT: Label this section of Tab D as "TAB D – A. Proposal Narrative".

In proposing to provide one or more of the Service Categories, or some combination thereof, please answer the following questions in your proposal narrative. In your narrative, number your responses in accordance with the list of questions below:

Service Category #1: Building Restoration and Remediation Services

1. Are all of your staff that will perform services on the customer's premises drug tested?
2. Describe your response time to request for service. How complex is the request for service process once a NEW customer calls after an incident has occurred? For example, a small fire occurs in a building setting off the sprinklers. Now there is some minor smoke and water damage that needs cleaning up. How fast can a service team be arranged for, and a service order placed? Explain your process.
3. It is possible some areas that will require restoration may be sensitive. Do any of your staff have criminal background checks performed? Please explain your background check process and whether any staff with a felony conviction may be employed.
7. What is your policy for breaks and overnight accommodation? Is the Customer expected to provide lodging for the overnight trips for staff?
8. What are your guidelines for determining the number of staff needed to perform service?
9. Do you have a supervisor who is available by telephone 24 hours per day for the duration of the scheduled work?
10. Describe an example restoration plan for a given event (such as the one described in Exhibit 2)
11. Pricing must include all equipment, drivers, services, insurance, fuel, and any other expense not previously addressed in #7 that are necessary to fulfill the requirements of a restoration project. The Customer will not incur any additional cost above the Contractor's stated price unless stated upfront in the service quote provided to the Customer. Please explain any extra charges that may be incurred by the customer.
12. Please describe your restoration staff's dress code. How do they identify themselves?
13. Please explain your timeframe and the process for handling delays or cancellations on behalf of the Contractor.
14. Please explain the process for ordering restoration services.
 - a. Please explain how much advanced notice must be given to you for requests for service.
 - b. Please explain any of your limitations for responding to requests for service.
15. The Customer will typically expect to contact the Contractor and request a quote for services. Contractor will provide a quote to include all charges incurred in fulfilling the terms of each contract in relation to those amounts and fees provided in the quote submission and applying the specified discounts you will offer in your pricing proposal. The Contractor shall provide a price breakdown for each service separately as well as totals for services provided together. Please explain how your quote process may deviate.
16. How do you schedule and prioritize customer orders for service in the event of surging demand due to an areawide occurrence such as a flood?
17. Please provide a description of how your firm intends to interact with the Customer while providing services.
18. Do you provide services that can assess water or other damage to clearly explain the extent of the

damage restoration needed? Do you work with the Customer's insurance company to help navigate the claims process and coordinate the necessary paperwork?

19. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required?
20. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies).

Service Category #2: Other Ancillary Services

21. Are there additional ancillary services that you wish to offer for consideration? This may include services such as specialty cleaning projects like the following (If so, please provide a brief description on pricing methodology):
 - a. air duct and HVAC cleaning
 - b. crime scene
 - c. biohazard cleaning
 - d. odor removal
 - e. document restoration
 - f. mold removal
 - g. blind cleaning
 - h. graffiti cleanup
22. Do you offer professional roof tarping and board-up services that would help stop more damage from happening and keep Customer's facilities secure until a roof can be inspected and repaired?

Failure to provide the written narrative response to this section will be interpreted by NCTCOG as an *inability* by the firm to provide the requested service or function and may subject the proposal to disqualification.

B. Proposed Scope of Services - IMPORTANT: Label this section of TAB D as "Tab D - B. Proposed Scope of Services".

Please prepare a description of the services you are offering. This will be accomplished by taking the Scope of Services found in Section 4 of this RFP and modifying it to the extent necessary to reflect the services you are offering in your proposal. This scope may be subject to negotiation with the NCTCOG to achieve a final agreed-upon "Best and Final Offer". If you are awarded a contract, this Scope of Services will be incorporated in its entirety in the Master Services Agreement ("MSA"). Please note that all MSAs become public information upon execution. Do not include any confidential or proprietary material in your Scope of Services.

Note: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

• **TAB E - PROPOSAL PRICING**

Under this Tab, you are to furnish a pricing model(s) that will apply to all orders placed under this contract. The pricing models(s) can be based on fixed unit pricing or a flat percentage discount across the board. If proposing a discount percentage off your rate card, please provide current pricing (rate card) for the services that you intend to provide in your proposal. Both discount percentage and fixed unit pricing are expected to be held firm for the initial term of the contract. Changes are subject to Section 4.11.5 of this document.

NOTE: The pricing will be incorporated into the Master Services Agreement with the awarded vendor(s). The information provided in Tab E will be publicly available and may not be

marked as proprietary or confidential.

- **TAB F - REFERENCES**

Include a list of five (5) references for relevant contracts awarded within the last five years, preferably from a government customer. Include customer name, point of contact, address, phone number, and email address. NCTCOG may contact references provided regarding the firm's past performance.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".

- **TAB G - REQUIRED ATTACHMENTS**

Please include ALL ATTACHMENTS (I-XI) and required EXHIBITS appended to the rear of this solicitation document, completed, and signed as applicable. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS "NOT APPLICABLE" AND SUBMIT WITH THE PROPOSAL.

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential or proprietary".



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB A - CAPACITY TO DELIVER

- ***A brief statement of your understanding of the work to be done.***

We understand this RFP is asking for an experienced restoration company to provide building restoration and remediation services, including:

- Water Damage Restoration
 - Fire Damage Restoration
 - Storm Damage Restoration
 - Mold Remediation
 - Biohazard Cleanup
 - Disinfection
 - Vandalism
 - Other unforeseen emergency restoration needs
- ***Describe your firm's approach and clearly indicate any exceptions to the specifications, options or alternatives being proposed. It should also indicate any major requirements that cannot be met by the firm.***

Approach

Our company's approach to disaster restoration is to treat every project like an emergency, which means we are ready to dispatch 24/7/365.

SERVPRO sets the industry standard with our 1-4-8 response times, which means we will respond to all service requests in less than one hour (our 24-hour operators help this promised response time be immediate), dispatch in less than four hours, and arrive on-site in less than eight hours.

Our goal is to *restore versus replace*, meaning we will work to clean and restore affected properties rather than demolition and expensive reconstruction work. While avoiding demolition isn't always feasible, we aim to minimize that need as much as possible. We understand our clients depend on an efficient and quick response to mitigate the damage to property and clean and restore it with the ultimate goal of reducing or eliminating business interruption and cost.

Our approach is the reason for our slogan: we make any disaster "Like it never even happened."



Responses for RFP # 2024-051
Building Restoration and Remediation Services

Our general order of operations is:

1. Receive a service request (usually through a phone call, but we also accept requests through email and text).
2. Dispatch.
3. Assess customer needs and create a restoration plan. Discuss the plan with the customer and receive authorization to begin work (we often receive the authorization to begin work *while* the restoration plan is being completed to speed up mitigation).
4. Cleaning and restoration production, plus daily administrative updates.
5. Close-out and billing.

Exceptions, Specifications, Options or Alternatives Proposed

N/A

Major Requirements Which Cannot be Met

N/A

• ***Describe your firm's capabilities to perform the work in a timely fashion.***

The capabilities we have that allow us to perform work in a timely fashion are:

- 37 years of experience (one of the oldest franchise owners in SERVPRO history).
- 24/7/365 operators receive service calls.
- 24/7/365 dispatch.
- Two (2) dispatch offices, one in West Texas (Amarillo) and the other in North Texas (Dallas).
- 1,000+ pieces of professional restoration equipment.
- 1,000+ in-stock and inventoried cleaning and restoration consumables at each of our warehouses.
- Extensive network of partner SERVPRO franchises for a state-wide emergency response to fulfill the 1-4-8 response time promise.
- IICRC-certified firm.
- IICRC and SERVPRO University-trained and certified staff.
- 1 Mobile Command Center to administer large projects on-site.
- Member of the SERVPRO National Disaster Response Team, a small and vetted group of industry experts with the capability and experience to handle the largest restoration projects in the nation.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Member of the SERVPRO storm response team, where we respond to major disasters such as hurricanes, tornadoes, wildfires, Derechos, and more.
 - Certified Esporta Wash System company, making us one of the companies that can disinfect textiles.
 - Certified Morantz Ultrasonic company, helping us quickly clean affected contents.
- ***List the business location(s) out of which your firm's team members will work from.***

- (1) 1301 SW 8th Ave, Amarillo, TX 79101
(2) 6333 Denton Drive, Ste 120, Dallas, TX 75247

- ***Provide an overview of Proposer's organization, size, years in business, and experience; major clients; areas of expertise; approximate number of Proposer's staff to be assigned to a given project; unique qualifications of Proposer's firm; and other matters that the Proposer feels would assist in our evaluation process.***

Size: 30+ certified staff members in two Texas markets

Years in Business: 37

Major Clients:

- State of Texas Health and Human Services
- Texas Department of Transportation
- Dallas Fort Worth International Airport
- Federal Bureau of Investigation
- City of Dallas, Texas
- City of Fort Worth, Texas
- City of Mesquite, Texas
- City of Irving, Texas
- YMCA Clubs
- Pantex Plant (U.S. Nuclear Facility)



Responses for RFP # 2024-051
Building Restoration and Remediation Services

Areas of Expertise:

Water Damage Restoration
Fire Damage Restoration
Storm Damage Restoration
Mold Remediation
Biohazard Cleaning
Disinfection
Crime Scene Cleaning
Carpet Cleaning
Air Duct and HVAC Cleaning
Graffiti Removal
Pressure Washing
Media Blasting
Inventory
Moving Services and Storage

Assigned Staff:

100% of staff (30+) plus additional SERVPRO trained technicians from partner franchises, as needed

Unique Qualifications:

- 37+ years of experience, making us one of the longest-established SERVPRO franchises in history.
- Awarded over 20 RFPs from 19 government agencies in less than four (4) years.
- Awarded biohazard cleanup company for DFW International Airport and the City of Fort Worth during COVID-19. We disinfected the airport daily for 18+ months and disinfected first responder vehicles for the City of Fort Worth nearly daily.
- Member of the SERVPRO National Disaster Response Team, a small and vetted group of industry experts with the capability and experience to handle the largest restoration projects in the nation.
- Member of the SERVPRO storm response team, where we respond to major disasters such as hurricanes, tornadoes, wildfires, Derechos, and more.
- Certified Texas Mold Remediation Contractor.
- Multi-Market Operator for SERVPRO, where we have established offices in multiple areas of Texas.
- Certified Esporta Wash System company, making us one of the companies that can disinfect textiles.
- Certified Morantz Ultrasonic company, helping us quickly clean affected contents.
- We have experience working with multiple government agencies and states. On an average day, we perform work in five (5) states.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- ***Describe other resources your firm intends to commit to provide the required services under this contract.***

This contract will be managed and maintained by our company's Vice President to help ensure full compliance and high-quality workmanship.

We also intend to utilize our substantial network of SERVPRO partners around Texas to provide the required services under this contract. Suppose a restoration project needs more resources than our franchise offices can provide. In that case, we can easily and quickly borrow additional equipment, consumables, and trained labor from a neighboring franchise so the project can receive the full resources it needs. Through the network we have worked over three decades to build, we can grow our equipment resources by over 10x and our labor resources by over 5x in just 24 hours.

- ***Provide a list of best practices your company utilizes.***

Our best practices include:

- 24/7/365 response.
- 1-4-8 response time (< 1 hour for call-back, < 4 hours for dispatch, < 8 hours for on-site arrival).
- Always-ready, always-stocked vehicles and warehouse inventory.
- Ready-to-work on-site arrival.
- Start to finish full project documentation (walkthroughs, photos, moisture readings, etc) to validate our restoration process.
- Daily project updates for each customer to keep our customers informed and allow our customers time to ask pressing questions and voice concerns.
- 1 assigned production manager per project.
- There is one assigned project coordinator per project, who acts as the main point of contact so our customers always know who to contact with questions.
- Daily project review by the assigned production manager, project coordinator, and company executive.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB B - DEMONSTRATED PAST SUCCESS

- ***Describe Offeror firm's experience providing services for governmental clients of a similar nature in the last five years.***

We have serviced Dallas Fort Worth International Airport for nearly ten years; they are our longest-standing government client with whom we have a biohazard cleanup contract. As part of that contract, we also perform mold remediation, disinfection, and water and fire restoration. In early 2020, once the nation understood the severity of the COVID-19 outbreak, we became one of the primary disinfection contractors for the airport. We helped create a disinfection program for the airport and worked on-site on a near-daily basis for over 18 months.

In addition to DFW Airport, we have also performed cleaning and restoration services for various other government agencies, including the FBI, Texas Department of Transportation, Texas Health and Human Services, the City of Fort Worth, the City of Dallas, and various school districts around Texas.

Our contract with the City of Fort Worth was for biohazard cleanup. During the COVID-19 years, we routinely disinfected first responder vehicles and offices.

We provided water damage restoration services for the City of Dallas during the "Texas Freeze" of 2021.

In the past four years, we have received over 15 contracts for cleaning and restoration services from over 15 government agencies. We remain in good standing with each one.

- ***Include a list of no more than five (5) relevant services contracts awarded within the last 5 years. These same five projects should be used as your references in Tab F.***

- (1) Dallas Fort Worth International Airport (Texas)
- (2) City of Dallas (Texas)
- (3) City of Fort Worth (Texas)
- (4) Irving ISD (Texas)
- (5) Allen ISD (Texas)



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB C - QUALITY CONTROL

- ***Describe personnel, equipment, technologies, or other resources and methodologies commonly used by your firm that may be applicable to this service. Describe your quality control and quality assurance programs.***

Methodologies

Personnel:

Our company has a personnel development training program that starts on Day 1 and continues throughout the person's career with us. Our training program uses a combination of SERVPRO University theoretical training, practical on-the-job (OTJ) training, and at least one IICRC certification, a third-party administered certification.

Equipment:

SERVPRO Industries, our corporate office (headquartered in Tennessee), is dedicated to testing the latest equipment related to the cleaning restoration industry. The equipment that passes their standard is then offered to SERVPRO franchises, which we use. This guarantees that the on-site equipment is among the industry's best.

Technology:

We use SERVPRO proprietary project management software in the field. SERVPRO has two proprietary software programs that we use in-field: (1) Drybook, a production-oriented software that allows for in-field documentation and work progress, and (2) Workcenter, an administrative-oriented software that syncs with Drybook to provide project management.

Drybook documents the work performed and graphs moisture and humidity levels in our customer's properties. The program directs our technicians to place the necessary equipment in each area. When a "dry" level is reached, the program prompts our technicians to remove drying equipment. We share this data with our customers and their adjusters to validate the work performed.



Responses for RFP # 2024-051

Building Restoration and Remediation Services

The assigned production manager for each job routinely monitors and audits Drybook. They assess the work by examining the incoming data, notes, and photography. They also visit the job site for a hands-on quality control audit.

The administrative side of each project follows a similar system. Our administrative team uses a proprietary software called Workcenter, which allows our team to follow the progress of each job. The administrative manager audits each in-progress job daily.

Other Resources:

Through the network we have worked over three decades to build, we can grow our equipment resources by over 10x and our labor resources by over 5x in just 24 hours by using another SERVPRO franchise's resources.

Suppose a restoration project needs more resources than our franchise offices can provide. In that case, we can easily and quickly borrow additional equipment, consumables, and trained labor from a neighboring SERVPRO franchise so the project can receive the full resources it needs.

Quality Control and Quality Assurance

Quality control and assurance is a daily task that is completed in the following ways:

- Assignment of one (1) production manager. This allows one person to be responsible for the production-related activities.
- Daily audit by the production manager, which is accomplished by (1) an on-site visit and walkthrough, (2) Drybook audit, which allows them to monitor the work completed, read technician and administration notes, and (3) monitor moisture levels to verify our restoration plan is progressing at the expected speed.
- The project coordinator performs a daily audit by reading data from the production team through Drybook and working on Workcenter to verify that the project is progressing at the expected speed. If the customer files an insurance claim, the project coordinator also works with the insurance adjuster to receive approvals for work continuation.
- We provide our customers with a daily update. The production manager, project coordinator, or both provide the information.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Daily audit by the company's Vice President responsible for daily operations. This person works with both the production manager and project coordinator to verify that the project is progressing and that our customers are satisfied.

- ***Identify major project risks that are outside of the firm's control.***

Major project risks that are outside of our control include:

- Weather-related events that cause project delays are usually due to unsafe driving and work conditions. For example, a delay would likely occur if a property needed restoration while a hurricane remained active. Another common example is access to a property being cut off due to wildfire impact on the roads that lead to the property.
- Acts of God during the restoration process, which may include events such as additional flooding.
- Property damage caused by the primary disaster may cause delays as we first work to mitigate major health hazards and unsafe work conditions. An example is a damaged staircase that prevents workers from accessing other floors. The staircase would first have to be made safe before use.
- We routinely test for lead and asbestos-containing materials on-site when demolition is necessary. Testing is not immediate, and some clients experience the testing time being delayed; however, we test for the sake of our technicians and the property's inhabitants and only continue with work once we understand the site is safe.
- Faulty work by subcontractors our firm does not choose is common, particularly with roofing subcontractors. The faulty work is almost always brought to light when we find additional points of water entry from the roof after it was supposed to be fixed.

- ***Identify any litigation within the past three years that allege failure to perform.***

N/A

- ***Identify any contracts within the past three years that were terminated due to non-performance.***

N/A



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB D - TECHNICAL PROPOSAL

TAB D – A. Proposal Narrative

We offer the following building restoration and remediation services:

Water Damage Restoration

Water damage restoration involves cleaning and restoring a property after it has been affected by water. The water can come from any source, including but not limited to:

- Rising water (exterior to interior flooding)
- Storm damage that results in water intrusion (damaged roof, windows, etc)
- Pipe breaks or leaks
- Water heater breaks or leaks
- Fire suppression system discharge
- Overflows (toilets, sinks, pools, etc)

Water damage should be mitigated as quickly as possible to help prevent mold infestation and secondary damage to the property. The longer water is allowed to sit, the more contaminated it will become, the more extensive the damage will be, and thus, the higher the restoration and, most likely, reconstruction cost. Besides property damage, the business that has experienced the damage will also suffer from business interruption, which makes water damage an emergency service by necessity.

We offer 24/7365 water damage response. Typically, we can dispatch a crew in less than one (1) hour after the service request has been created, including after-hours, weekends, and holidays.

The typical water damage restoration needs:

- Initial assessment: where documentation is gathered to understand the extent of the water damage and identify all services needed to restore the property to pre-loss condition. We create a custom restoration plan per project.
- Stabilization: water is extracted, and permanently damaged items (e.g., carpeted flooring) are removed.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Demolition: Typically, some demolition is necessary. The cove base is removed, and small holes are created in the drywall to allow dehumidification behind the affected walls. After the structure has been dried, the cove base can be replaced unless it is permanently damaged.
- Drying: where dehumidification and air movement equipment are placed to dry the structure.
- Monitoring: where equipment and moisture documentation are taken daily to validate the drying process.
- Close-out: once the property is dry, equipment is removed. The property is prepared for any reconstruction services that may be needed.

Water damage restoration may also need:

- Odor Removal: If lingering odors remain, we can remove them using ozone, hydroxyl, or fogging.
- Document Restoration: if documents have been wet, they can be inventoried, frozen, and taken to the SERVPRO sublimation machine to instantaneously convert the ice to water vapor, thus saving the document.
- Textile Restoration: if textiles have been affected by Category 2 or Category 3 water damage, they can be inventoried and taken to a wet-wash sanitization machine, the Esporta Wash System, to be sanitized.
- Upholstery Cleaning: if upholstery has been affected and is salvageable, it can be disinfected, shampooed, and washed.
- Carpet Cleaning: if the carpet is salvageable, it can be disinfected, shampooed, and washed.
- Content Cleaning: if contents are affected and salvageable, they can be cleaned and disinfected. This service can be completed on-site if the loss site has adequate space, running water, and electricity. Inventorying may be needed if there is a large quantity of contents or upon the customer's request.



Responses for RFP # 2024-051 Building Restoration and Remediation Services

- **Move-Out, Storage, Move-Back:** to reach all parts of the structure, all contents must be removed. When there is not enough space to clean contents on-site, the contents are inventoried and taken to a cleaning location for cleaning and disinfection. Storage is needed if the contents are moved out of the loss site. After the structure has been cleaned and deodorized, cleaned contents are returned.

Every water damage is unique, and each project we complete has a custom plan created for the property and the customer's specific needs.

Each water damage restoration project we complete is assigned one (1) production manager, responsible for all on-site work, and (1) project coordinator, responsible for the administration of the project. While we debrief our customers daily on the work-in-progress, our customers may also proactively reach out to their point of contact anytime for questions or concerns.

While some water damage remains contained and small, some damages are extensive and may prompt our customer to file a property damage insurance claim. When a claim is filed, the assigned project coordinator will work hand-in-hand with our customer and their adjuster to complete the claims process, including negotiating with the adjuster on behalf of our customer when necessary.

With nearly 40 years of experience, our team has completed tens of thousands of water damage restoration projects. We can work on any size of water damage in any building.

Due to every restoration project being unique, water damage restoration is priced using a time and materials format. This pricing format allows us to best serve our customers by charging only for services rendered.

Fire Damage Restoration

Fire damage restoration involves cleaning the structure and affected contents of a property that has suffered fire damage. The goal is to restore the property and its contents back to pre-loss condition, including eliminating all smoke odor.

Fire damage ranges from the less severe, like light smoke damage, to the most severe, like a fully affected structure where extensive demolition is needed to replace damaged elements.



Responses for RFP # 2024-051 Building Restoration and Remediation Services

We typically see fire damages as a result of the following:

- Human error
- Workplace accidents
- Electrical faults
- Weather (lightning strikes)
- Wildfire outbreak

Fires are often accompanied by water damage due to fire suppression system release or firefighting efforts. In this situation, water and fire damage restoration services will be needed to restore a property.

We offer 24/7365 fire damage response. Typically, the only emergency service portion of fire damage is to secure the property from weather intrusion or vandalism. This is accomplished by:

- Roof Tarping
- Board-Up (over affected windows, doors, walls)
- Temporary Fencing
- 24-Hour On-Site Security when the property can't otherwise be secured

Every fire damage project is unique and will require a custom restoration plan. Fire damage restoration typically involves:

- Initial Assessment: where documentation is gathered to explain the extent of the damage and show after-loss status.
- Demolition and Removal of Unsalvageable Materials: materials and contents that cannot be salvaged must be removed. If affected items can be identified, the inventory process typically begins at this stage.
- HEPA Air Scrubbing: the air scrubbing process begins to eliminate airborne contaminants and provide a safe working environment for fire damage restoration workers. Personal protective equipment (PPE) is still necessary.
- Deodorization: we remove fire and smoke odors by using ozone, hydroxyl, or fogging.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Content Cleaning: salvageable contents are cleaned and disinfected. This service can be completed on-site if the loss site has adequate space, running water, and electricity. Inventorying may be needed if there is a large quantity of contents or upon the customer's request.
- Structural Cleaning and Deodorization: in tandem with content cleaning, a separate fire damage restoration crew will remove smoke and soot from the structure.

Fire damage restoration may also need:

- Document Restoration: if documents have been wet, they can be inventoried, frozen, and taken to a sublimation machine to instantaneously convert the ice to water vapor, thus saving the document. Soot and smoke-damaged documents can also be cleaned and deodorized.
- Textile Restoration: if textiles have been affected by smoke, smoot, Category 2, or Category 3 water damage, they can be inventoried and taken to a wet-wash sanitization machine, the Esporta Wash System, to be sanitized.
- Upholstery Cleaning: if upholstery has been affected and is salvageable, it can be disinfected, shampooed, and washed.
- Carpet Cleaning: if the carpet is salvageable, it can be disinfected, shampooed, and washed.
- Move-Out, Storage, Move-Back: to reach all parts of the structure, all contents must be removed. When there is not enough space to clean contents on-site, the contents are inventoried and taken to a cleaning location for cleaning and disinfection. Storage is needed if the contents are moved out of the loss site. After the structure has been cleaned and deodorized, cleaned contents are returned.
- Pressure Washing: pressure washing may be needed to clean exterior parts of the structure, including sidewalks.
- Media Blasting: media blasting may be needed to clean structural elements, interior or exterior, affected by soot with the ability to withstand the medium's pressure without showing damage.



Responses for RFP # 2024-051 Building Restoration and Remediation Services

Each fire damage project is assigned one (1) production manager, responsible for all on-site work, and one (1) project coordinator, responsible for the project's administration. While we debrief our customers daily on the work-in-progress, our customers may also proactively reach out to their point of contact anytime with questions or concerns.

While some fire damage remains contained and small, some damages are extensive and may prompt our customer to file a property damage insurance claim. When a claim is filed, the assigned project coordinator will work hand-in-hand with our customer and their adjuster to complete the claims process, including our negotiating with the adjuster on behalf of our customer, when necessary.

With nearly 40 years of experience, our team has completed thousands of fire damage restoration projects. We can work on any size of fire damage in any building.

Due to every restoration project being unique, fire damage restoration is priced using a time and materials format. This pricing format allows us to best serve our customers by charging only for services rendered.

Mold Remediation

Mold remediation involves remediating the surfaces and contents affected by mold growth. The goal of mold remediation is to control the airborne spores back to a healthy level (total removal of mold is impossible due to mold being a natural part of our environment).

Mold remediation is usually needed after:

- Slow response to water damage restoration.
- Improper drying after water damage restoration.
- Undetected leaks that are discovered too late.
- Excessive moisture in an environment without adequate dehumidification.

While we offer 24/7365 mold remediation services, the process is typically a two-tiered one where we first scope the affected area and perform emergency services to stop the spread of spores. After the area has been secured, the remaining mold remediation steps occur.

Typically, the emergency service portion of mold remediation is accomplished by:



Responses for RFP # 2024-051

Building Restoration and Remediation Services

- **Initial Assessment:** the affected area is scoped, and the growth is measured. The growth size determines if the State of Texas needs to be notified of the mold remediation plan. If the growth is less than 25 contiguous square feet, the remainder of the mold remediation steps can be followed immediately. If the growth is more than 25 contiguous square feet, the customer must choose a Mold Assessor who will write a Mold Protocol for the loss site. Our company will take the Protocol, create a remediation plan, and present it to the State of Texas, which must accept the plan before work can be performed. After remediation, the previously affected area's air is tested, and if the test is passed, we will create and present the customer with a clearance certificate.

Note: Mold remediation is usually part of water damage restoration. When a restorer finds mold that has grown as part of the water restoration process, the mold can be remediated without clearance needed from the state of Texas, regardless of size.

- **Containment, Including Air Vents:** Containment is made of thick plastic sheeting and erected floor-to-ceiling to prevent mold spores from spreading. If there are air vents in the affected chamber, they are also covered.
- **HEPA Air Scrubbing:** Air scrubbers are set up in the containment area. Primary, Secondary, and HEPA filters are used. Negative air pressure is introduced.

The remainder of the mold remediation process typically involves:

- **Remediation:** growth is removed through mold remediation cleaning agents.
- **Demolition** may be needed if the growth damaged the structure or content it grew on. Any demolished structure or contents will be bagged following Texas mold regulation rules.
- **Sealing** the remediated areas using a mold sealant.

Mold remediation may also include:

- **Air Duct Cleaning:** when the growth is seen in the air duct system, it must also be remediated.
- **Odor Removal:** if lingering odors remain, we can remove them by using ozone, hydroxyl, or fogging.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

Each mold remediation project is assigned one (1) production manager, responsible for all on-site work, and one (1) project coordinator, responsible for the administration of the project. While we debrief our customers daily on the work-in-progress, our customers may also proactively reach out to their point of contact anytime for questions or concerns.

Due to every restoration project being unique, mold remediation is priced using a time and materials format. This pricing format allows us to best serve our customers by charging only for services rendered.

Service Category #1: Building Restoration and Remediation Services

1. Are all of your staff that will perform services on the customer's premises drug tested?

All staff has passed a background check, which does not necessarily include drug testing.

2. Describe your response time to request for service. How complex is the request for service process once a NEW customer calls after an incident has occurred? For example, a small fire occurs in a building setting off the sprinklers. Now there is some minor smoke and water damage that needs cleaning up. How fast can a service team be arranged for, and a service order placed? Explain your process.

We have 24-hour operators with immediate technician dispatch.

The service request is simple for a new customer. The order of operations is:

1. We receive a request for service (usually through a phone call, but we also accept requests through email and text).
2. Immediate dispatch of personnel and resources according to need.
 - a. We immediately send at least one crew member to the loss to assess the damage and begin stabilization efforts.
 - b. Large losses (usually those estimated at over \$50,000) will necessitate multiple crews and more resources. Arranging these resources usually takes less than one (1) hour, with immediate dispatch after they have been procured.
 - c. Very large losses (usually those estimated at over \$250,000) will necessitate large amounts of personnel and equipment. Arranging those resources usually takes less than 24 hours, with immediate dispatch as the resources are procured.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

In the above example, if a small fire has occurred, the service order could be placed immediately, and the service team could be arranged and dispatched in less than an hour.

3. It is possible some areas that will require restoration may be sensitive. Do any of your staff have criminal background checks performed? Please explain your background check process and whether any staff with a felony conviction may be employed.

All staff has a criminal background check performed.

Our background check process is administered by a third-party provider called Quick Search. When we onboard new employees, they fill out paperwork to complete a background check. This paperwork is uploaded into Quick Search, and the results are shared with the employee when they arrive. The background check process typically takes less than a week.

No persons with a felony conviction may be employed.

7. What is your policy for breaks and overnight accommodation? Is the Customer expected to provide lodging for the overnight trips for staff?

For a 9-hour shift, we allow two (2) 15-minute breaks and one (1) 30-minute meal break. If a project is more than 90 minutes from one of our offices and will run for more than one day, we arrange an overnight stay with per diem. The customer must pay for travel costs, lodging, and per diem.

8. What are your guidelines for determining the number of staff needed to perform service?

Staff needs are assessed on a per-project basis. We aim to stabilize a structure within 24 hours and complete drying within 3-5 days. We aim to restore fire damage in less than one (1) week. We assign at least one manager and two-person crews to accomplish this goal, typically one crew for every 1,000 SF. Crew quantities will be higher if the property requires extensive demolition or content manipulation (moving furniture, etc.) to reach affected areas.

9. Do you have a supervisor who is available by telephone 24 hours per day for the duration of the scheduled work?

Yes, the supervisor would be the assigned production manager.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

10. Describe an example restoration plan for a given event (such as the one described in Exhibit 2).

In this scenario, the City of Whoville could contact our company 24/7 to request service. We would dispatch a water damage crew within one (1) hour of the service call. The water damage crew would perform the following:

- Initial Inspection: This is where the after-loss conditions are documented, including the extent of the water and fire damage. The senior crew member would also start creating the site's custom restoration plan. Part of the inspection would include the air duct system. If the air ducts have been compromised, cleaning would be added to the services needed.
- Water Damage Stabilization - the crew would extract the water from all affected surfaces. If needed, they may also remove the cove base and create small air hole pockets to help dry the backside of the drywall (we are assuming drywall in this scenario). Depending on the water category, the crew may also attempt to dry the carpet in place. However, if they find that the carpet has been affected by Cat 2 or Cat 3 water, which is likely given that the soot has mixed with the water, removing the affected carpet may be necessary.
- Containment: Crews would set up containment around the affected fire damage areas to prevent smoke and soot from traveling to unaffected areas of the building.
- Content Manipulation: the contents in the affected areas will likely have to be moved to reach the entire affected fire-damaged structure. Contents may be moved to our warehouse facilities for cleaning and storage or moved around the affected rooms and cleaned in place.
- Air Scrubber Installation: to start deodorizing and eliminating airborne contaminants, the crew will install HEPA air scrubbers in the affected areas. This would also help other technicians work in a safer environment.
- Drying Equipment Installation: dehumidifiers will likely be installed with the air scrubbers. This will help the property begin to dry to pre-loss condition. While air movers are also needed, our crews would only install them later due to the presence of airborne contaminants that we would not want to stir and cause additional damage.
- Structural Cleaning: crews would remove soot from all affected surfaces, including the air duct system.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Air Movement: once all surfaces have been cleaned, air movement can be introduced to air during drying.
- Deodorization: if any scent remains, crews will introduce additional deodorization methods. Examples may include fogging, ozone, or hydroxyl.

Early in the process, our office manager would assign one (1) project manager and one (1) project coordinator to this project. Both individuals would introduce themselves to the customer, explain their role in the restoration process, and continue daily updates with the customer until the project is completed.

11. Pricing must include all equipment, drivers, services, insurance, fuel, and any other expense not previously addressed in #7 that are necessary to fulfill the requirements of a restoration project. The Customer will not incur any additional cost above the Contractor's stated price unless stated upfront in the service quote provided to the Customer. Please explain any extra charges that may be incurred by the customer.

If a subcontractor is needed to help complete the restoration work (for example, a plumber may be needed to fix an overflowing toilet that caused the damage), we would advise the customer that this service is needed. We can provide the procurement and management of the subcontractor for an additional fee (typically 20% of the subcontractor's invoice), but this will only be done with the customer's prior approval.

The customer may also incur extra charges if the preliminary scope of work needs to be changed. This may happen when we find additional damage not initially included in the first loss assessment. For example, in an initial walkthrough, we may identify seven (7) areas that need water damage restoration. After demolishing a wall, a technician finds extensive mold growth on the studs. In this case, we would re-assess the property's restoration needs, update the estimate, and inform the customer of the property's new needs and updated estimate before the additional mold remediation work starts.

12. Please describe your restoration staff's dress code. How do they identify themselves?

SERVPRO staff wear a SERVPRO-branded t-shirt (either a green branded t-shirt or a black branded polo) with khaki pants or shorts. Some personnel may also wear branded safety vests. Staff are asked to wear branded attire and personal identification to identify themselves.



**Responses for RFP # 2024-051
Building Restoration and Remediation Services**

13. Please explain your timeframe and the process for handling delays or cancellations on behalf of the Contractor.

If we experience a delay, we call the customer immediately to explain the reason for the delay and provide a new estimated arrival time. We do not cancel work.

14. Please explain the process for ordering restoration services.

a. Please explain how much advanced notice must be given to you for requests for service.

b. Please explain any of your limitations for responding to requests for service.

A. To order restoration services, the customer simply has to call us. We are available 24/7.

No advanced notice is required.

B. One limitation to responding to a service request is if severe weather creates hazards for our technicians. For example, we may delay dispatching crews while a hurricane actively impacts an area.

Another limitation to responding to a service request is if severe weather has impacted a large portion of the community and demand outweighs immediate capacity. In this case, we would expand our capacity to service the influx of customers, although the response time may be delayed by 24-72 hours. An event that causes demand to outweigh our supply is rare but possible.

15. The Customer will typically expect to contact the Contractor and request a quote for services. Contractor will provide a quote to include all charges incurred in fulfilling the terms of each contract in relation to those amounts and fees provided in the quote submission and applying the specified discounts you will offer in your pricing proposal. The Contractor shall provide a price breakdown for each service separately as well as totals for services provided together. Please explain how your quote process may deviate.

We expect to follow this process, and it is the exact process we will use in nearly all projects.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

The only deviation may occur if additional damage is found after the restoration begins. For example, in an initial walkthrough, we may identify seven (7) areas that need water damage restoration. After demolishing a wall, a technician finds extensive mold growth on the studs. In this case, we would re-assess the property's restoration needs, update the estimate, and inform the customer of the property's new needs and updated estimate before the additional mold remediation work starts.

16. How do you schedule and prioritize customer orders for service in the event of surging demand due to an areawide occurrence such as a flood?

In the event of a surge in demand, we have a system of triage as follows:

- (1) Priority #1: First Responder Offices and Hospitals
- (2) Priority #2: Schools and essential service offices with whom we have contracts
- (3) Priority #3: Schools and essential service offices
- (4) Priority #4: All other customers with whom we have contracts
- (5) Priority #5: All other customers

When surge demand occurs, we immediately arrange for additional personnel and equipment to be deployed to the affected market. Within 24 hours, we can increase our capacity by over 10x.

17. Please provide a description of how your firm intends to interact with the Customer while providing services.

The assigned production manager will be on-site to manage the project. If the customer is also on-site, the production manager will ask to meet with the customer for a daily update and walkthrough. If the customer is off-site, the production manager or project coordinator will send the customer a daily email and/or phone call to cover the project progress and verify the customer is satisfied and has all their questions and concerns answered.

18. Do you provide services that can assess water or other damage to clearly explain the extent of the damage restoration needed? Do you work with the Customer's insurance company to help navigate the claims process and coordinate the necessary paperwork?

Damage Assessment and Explanation

We provide documentation that helps our customers understand the extent of their damage restoration. The documentation may include a walkthrough (completed by DocuSketch or Matterport). The walkthrough has notes explaining where damage was found and includes a floor plan for clear visualization.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

We also provide documentation in the form of photos and moisture readings. Our customers can see which areas are affected and how wet they are. We routinely use cameras, hygrometers, and thermal cameras to help us with documentation. Documentation is captured on our proprietary software, Drybook, and results are easily shared with our customers.

Insurance

We have extensive experience working with insurance companies and adjusters to help customers validate and process their claims. We complete the majority of paperwork and documentation on behalf of our customers and work hand-in-hand with their adjusters to process their claims.

When an adjuster is assigned, the SERVPRO project coordinator assigned to our customer will work with the adjuster daily to present our documentation, explain the cleaning and restoration services needed, and negotiate for approval on behalf of our customers.

19. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required?

Our invoicing process typically involves sending the customer an electronic invoice after completing services. The invoice includes the due amount, date, and a separate itemized list of expenses. If the customer requires additional documentation, it is also included at this time.

Note: if the customer has filed an insurance claim, we will likely invoice the insurance company directly and ask for direct payment. We inform the customer about our interactions with their insurance company during invoicing.

Credit cards, checks, and ACH are accepted.

Large restoration projects (those over \$50,000) may need progress payments. We typically invoice these as different phases of the restoration project are completed. For example, one invoice may be issued after stabilization and move-out services are completed. Then, another invoice may be issued for storage and content cleaning. A third invoice may be issued to cover the move-back and final services. If progress payments are necessary, they will be discussed with the customer before invoices are issued.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

20. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies).

(1) Proposal Evaluation Process

Michael Weaver (Vice President)
Chris Adams (Senior Manager)
Rick Harcrow (Senior Manager)
Andrew Whiting (Manager)

(2) Contracting Process

Michael Weaver (Vice President)
Chris Adams (Senior Manager)
Rick Harcrow (Senior Manager)
Andrew Whiting (Manager)

(3) Contract Administration

Michael Weaver (Vice President)
Courtney Hatfield (Office Manager)
Current Assigned Dispatcher (Varies by Rotation)

Service Category #2: Other Ancillary Services

21. Are there additional ancillary services that you wish to offer for consideration? This may include services such as specialty cleaning projects like the following (If so, please provide a brief description on pricing methodology):

We do not offer ancillary services because all of our services may need to be combined to restore a property after water, fire, or mold damage.

22. Do you offer professional roof tarping and board-up services that would help stop more damage from happening and keep Customer's facilities secure until a roof can be inspected and repaired?

Yes.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

Tab D - B. Proposed Scope of Services

Please prepare a description of the services you are offering. This will be accomplished by taking the Scope of Services found in Section 4 of this RFP and modifying it to the extent necessary to reflect the services you are offering in your proposal.

Service Category #1: Building Restoration and Remediation Services

A. Water Damage Restoration

Water damage restoration involves water extraction and drying the building to normal moisture levels. The process involves:

- Water Intrusion Mapping
- Water Extraction
- Disinfection
- Deodorization
- Demolition (When Needed)
- Drying (Air Movement + Dehumidification)
- Moisture Monitoring
- Deodorization
- Document Restoration (When Needed)
- Textile Restoration (When Needed)
- Upholstery Cleaning (When Needed)
- Carpet Cleaning (When Needed)
- Move-Out, Storage, Move-Back (When Needed)

B. Fire Damage Restoration

Fire damage restoration involves securing the damaged property and cleaning its structure and contents to eliminate all odor, smoke, and soot. The process involves:

- Board-Up (When Needed)
- Roof Tarping (When Needed)
- HEPA Air Scrubbing
- Deodorization
- Structural Cleaning
- Content Cleaning
- Demolition (When Needed)
- Inventory (When Needed)
- Document Restoration (When Needed)



Responses for RFP # 2024-051
Building Restoration and Remediation Services

- Textile Restoration (When Needed)
- Upholstery Cleaning (When Needed)
- Carpet Cleaning (When Needed)
- Move-Out, Storage, Move-Back (When Needed)
- Pressure Washing (When Needed)
- Media Blasting (When Needed)

C. Mold Remediation

Mold remediation involves the removal of mold spores to an acceptable and safe level. Complete mold removal is impossible because mold naturally grows as part of our environment. Mold remediation may be needed when mold is discovered during a fire or water damage. The process involves:

- Containment (When Needed)
- HEPA Air Scrubbing
- Remediation of Structure and Contents
- Air Duct Cleaning (When Needed)
- Deodorization (When Needed)

Service Category #2: Other Ancillary Services

N/A



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB E - PROPOSAL PRICING

A catalog and price list with a 10% category discount are submitted as follows.

The link to our catalog and price list is:

Tiny URL:

<http://tiny.cc/gbk7yz>

Full URL:

https://www.dropbox.com/scl/fi/l57icug28h0vs3rzrr2jd/TXShare-Catalog-for-SERVPRO-of-Amarillo-Service-Category-1-Last-Update-5_23_24.pdf?rlkey=xc2nrised2uo11qvzarpc59n&st=kpc9mnbb&dl=0



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM	Rate
Labor, Standard Rate Monday - Friday 8-hour workday		
Project Coordinator	Per Hour	\$ 159.50
Sr. Project Manager	Per Hour	\$ 137.50
Project Manager	Per Hour	\$ 121.00
Health & Safety Officer	Per Hour	\$ 99.00
Remediation Supervisor	Per Hour	\$ 95.70
Technical Specialist	Per Hour	\$ 93.50
Assistant Project Manager	Per Hour	\$ 93.50
Restoration Supervisor	Per Hour	\$ 88.00
Content Inventory Supervisor	Per Hour	\$ 77.00
Remediation Technician	Per Hour	\$ 75.90
CDL Driver	Per Hour	\$ 74.80
Restoration Technician	Per Hour	\$ 75.90
Resource Coordinator/Supply Supervisor	Per Hour	\$ 71.50
Skilled Labor	Per Hour	\$ 69.30
Project Clerical Administrator	Per Hour	\$ 62.70
General Labor	Per Hour	\$ 43.73
Project Consultant/Estimator	Per Hour	\$ 110.00
Document Restoration Technician	Per Hour	\$ 82.67
Labor, Overtime Rate and Weekends		
Project Coordinator	Per Hour	\$ 239.25
Sr. Project Manager	Per Hour	\$ 206.25
Project Manager	Per Hour	\$ 181.50
Health & Safety Officer	Per Hour	\$ 148.50
Remediation Supervisor	Per Hour	\$ 143.55
Technical Specialist	Per Hour	\$ 140.25
Assistant Project Manager	Per Hour	\$ 140.25
Restoration Supervisor	Per Hour	\$ 132.00
Content Inventory Supervisor	Per Hour	\$ 115.50
Remediation Technician	Per Hour	\$ 113.85
CDL Driver	Per Hour	\$ 112.20
Restoration Technician	Per Hour	\$ 113.85
Resource Coordinator/Supply Supervisor	Per Hour	\$ 107.25
Skilled Labor	Per Hour	\$ 103.95
Project Clerical Administrator	Per Hour	\$ 94.05
General Labor	Per Hour	\$ 65.59
Project Consultant/Estimator	Per Hour	\$ 165.00



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Document Restoration Technician	Per Hour	\$	124.00
Labor, U.S. Federal Holiday Rates			
Project Coordinator	Per Hour	\$	319.00
Sr. Project Manager	Per Hour	\$	275.00
Project Manager	Per Hour	\$	242.00
Health & Safety Officer	Per Hour	\$	198.00
Remediation Supervisor	Per Hour	\$	191.40
Technical Specialist	Per Hour	\$	187.00
Assistant Project Manager	Per Hour	\$	187.00
Restoration Supervisor	Per Hour	\$	176.00
Content Inventory Supervisor	Per Hour	\$	154.00
Remediation Technician	Per Hour	\$	151.80
CDL Driver	Per Hour	\$	149.60
Restoration Technician	Per Hour	\$	151.80
Resource Coordinator/Supply Supervisor	Per Hour	\$	143.00
Skilled Labor	Per Hour	\$	138.60
Project Clerical Administrator	Per Hour	\$	125.40
General Labor	Per Hour	\$	87.45
Project Consultant/Estimator	Per Hour	\$	220.00
Document Restoration Technician	Per Hour	\$	165.33



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM	Rate
Consumables and Equipment, As Needed		
Benefect Decon 30 Disinfectant	Gallon	\$ 96.47
BioBlast	Gallon	\$ 153.68
Carpet and Upholstery Green Clean	Gallon	\$ 90.74
CitraSolvent	Gallon	\$ 126.94
Citrus Deodorizer, Water-Based	Gallon	\$ 57.88
Duct Sealer	Gallon	\$ 101.75
EnviroShield Odor and Stain Blocker	5 Gallons	\$ 419.12
Extreme Laundry Detergent	35 lb Pail	\$ 230.99
Fire Star	Gallon	\$ 87.95
Flame Stop	Gallon	\$ 109.51
Furniture Polish	Aerosol/Can	\$ 20.09
Glass Cleaner, Super Concentrate	Gallon	\$ 100.45
Glass Cleaner	Aerosol/Can	\$ 9.85
Heavy Duty Degreaser	Gallon	\$ 44.57
Industrial Cleaner	Gallon	\$ 60.14
Lemon Fresh Deodorizer	Gallon	\$ 92.07
Lemon Oil Polish	Gallon	\$ 77.70
Liquid Emulsifier	Gallon	\$ 58.67
Powdered Emulsifier	Gallon	\$ 90.74
Pre-Spray & Traffic Lane Cleaner	Gallon	\$ 78.64
Rusticide	Quart	\$ 39.12
SERVPRO Green	Gallon	\$ 30.34
SERVPRO Orange Plus	Gallon	\$ 81.17
ServpOXIDE	Gallon	\$ 72.51
Shampoo Super Concentrate	Gallon	\$ 88.75
Smoke Deodorizer	Gallon	\$ 162.72
Solvent Additive	Gallon	\$ 121.08
Sporicidin	Gallon	\$ 83.69
Stainless Steel Cleaner	Aerosol/Can	\$ 17.83
Stone and Porcelain Cleaner	Gallon	\$ 50.16
Tile & Grout Cleaner	Gallon	\$ 42.98
Ultra Content CleanER	Gallon	\$ 73.98
Ultrasonic Cleaning Agent	Gallon	\$ 64.54
Upholstery/Drapery Solvent, Heatable	Gallon	\$ 81.57
Wall and All Plus	Gallon	\$ 69.19
Wall Rinse	Gallon	\$ 62.54
Window Green Clean	Gallon	\$ 27.68
Wintergreen Deodorizer	Gallon	\$ 71.59



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Eco Board Floor Protection 38" x 100'	Roll/Ea	\$	162.20
Floor Protection 15" x 1,100" Roll - Each	Roll/Ea	\$	309.89
Plastic Sheeting .31 mil - 12' x 400'	Roll/Ea	\$	65.93
Plastic Sheeting 4 mil - 20' x 100'	Roll/Ea	\$	175.38
Plastic Sheeting 6 mil - 20' x 100'	Roll/Ea	\$	296.70
Plastic Sheeting 6 mil - Fire Retardant 20' x 100 '	Roll/Ea	\$	436.48
Plastic Sheeting Hangers	Case	\$	672.53
Box - Large	Each	\$	6.26
Box - Legal Size (1.2 cubic feet)	Each	\$	7.91
Box - Medium	Each	\$	6.26
Box - Small	Each	\$	5.60
Foam/Wood Blocks	Box	\$	92.31
Packing Paper (26" x 24" - 140 ct)	Box/50lb	\$	52.72
Tacky Mats 37" x 26" PAD	Box/30	\$	168.80
Wrap, Bubble - 12" x 125"	Roll/Ea	\$	52.67
Wrap, Shrink 16" x 1500'	Roll/Ea	\$	39.56
Filter - Activated Carbon 500 cfm	Each	\$	93.97
Filter - Air Scrubber 500 cfm - HEPA	Each	\$	304.88
Filter - Air Scrubber 500 cfm - Secondary	Each	\$	22.10
Filter - Air Scrubber 500 cfm - Prefilter	Each	\$	12.76
Filter - Air Scrubber 1000 cfm - HEPA	Each	\$	329.67
Filter - Air Scrubber 1000 cfm - Prefilter	Each	\$	11.74
Filter - Air Scrubber 1000 cfm - Secondary	Each	\$	18.06
Filter - Air Scrubber 2000 cfm - HEPA	Each	\$	433.29
Filter - Air Scrubber 2000 cfm - Prefilter	Each	\$	8.31
Filter - Air Scrubber 2000 cfm - Secondary	12 pack	\$	176.52
Filter - Activated Carbon 2000 cfm	Each	\$	230.24
Filter - Back Pak Vacuum Kit	Each	\$	44.57
Filter - Desiccant Dehumidifier - 5000 cfm	Each	\$	18.33
Filter - Refrigerant Dehumidifier - 754	Each	\$	41.54
Filter - Upright Vacuum	Each	\$	4.62
Filter - Wet/Dry Vacuum, non-HEPA	Each	\$	30.26
Vacuum Cleaner Bags	Pack/10	\$	23.21
Vacuum Cleaner Bags - Back Pack HEPA	Pack/10	\$	47.48
Vacuum Cleaner Bags - Canister HEPA	Pack/6	\$	33.63
Carpet Protection Film 2' x 200' - Each	Each	\$	105.23
Cleaning Towel	Dozen	\$	13.98
Cleaning Towel (Microfiber)	Dozen	\$	59.35



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Cotton Mop Head	Each	\$	21.10
Dustin Cloth - Masslin Treated	50/Bag	\$	70.29
Lay Flat - 250' x 14"	Roll/Ea	\$	158.25
Lay Flat - 500' x 33"	Roll/Ea	\$	923.08
Rayon Mop Head	Each	\$	24.45
Shoe Covers	150/Case	\$	127.91
Spong Dry Clean	48/Case	\$	250.55
Trash Bag, Contractor - 3 mil	50/Box	\$	65.93
Trash Bag, Environmental - 6 mil	20/Box	\$	65.93
Wall Zippers	2 Pack	\$	40.22
Zip Ties 14" Industrial	Pack/20	\$	28.41
Zip Ties 36" Industrial	Pack/10	\$	45.36
Zip Ties 48" Industrial	Pack/10	\$	60.98
Gloves, Chemical Resistant	Dozen	\$	108.66
Gloves, Leather Safety/Work	Dozen	\$	126.59
Gloves, Nitrile/Latex	Box/100	\$	46.16
Hearing Protection	Box/20	\$	32.31
Respirator - Full or Half Mask	Each	\$	33.00
Respirator - N 95	Each	\$	8.25
Respirator Cartridges - Ammonia	Each	\$	32.45
Respirator Cartridges - Organic	Each	\$	30.25
Safety Goggles (Chemical Splash)	Each	\$	24.93
Safety Glasses	Each	\$	6.60
Safety Vest/Hard Hat Combo	Each	\$	5.50
Tyvek (Bio-Shield Coveralls)	Each	\$	26.38
Spray Adhesives	Aerosol/Can	\$	31.08
Tape, Caution 3" x 1000' HDX	Roll/Ea	\$	21.67
Tape, Duct - 2" x 60 yards	Roll/Ea	\$	14.51
Tape, HVAC 2" x 50 yards	Roll/Ea	\$	27.69
Tape, Painter (Blue) 2" x 60 yards	Roll/Ea	\$	17.36
Tape, Poly/Box 2" x 109 yards	Roll/Ea	\$	10.73



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Air Compressor, Portable	Each/Day	\$	44.00
Air Mover, Axial	Each/Day	\$	46.20
Air Mover, Carpet	Each/Day	\$	33.00
Air Scrubber, 2000 cfm	Each/Day	\$	181.50
Air Scrubber, 1000 cfm	Each/Day	\$	138.60
Air Scrubber, 500 cfm	Each/Day	\$	99.00
Electrostatic Sprayer	Each/Day	\$	137.50
Fogger/Macromist	Each/Day	\$	66.00
Fogger/Thermal	Each/Day	\$	154.00
Media Blasting Machine	Each/Day	\$	522.50
Pressure Washer - Hot	Each/Day	\$	198.00
Canister HEPA Vac	Each/Day	\$	137.50
Insulation Vacuum	Each/Day	\$	393.25
Orbital Floor Machine	Each/Day	\$	51.43
Portable Carpet Machine	Each/Day	\$	393.25
Portable Dry Cleaning Machine	Each/Day	\$	393.25
Portable Extractor	Each/Day	\$	247.50
Portable Fuel Cells	Each/Day	\$	30.25
Pump.- Sump	Each/Day	\$	192.50
Pump - Trash	Each/Day	\$	165.00
Truck Mount Carpet/Extraction Machine	Each/Day	\$	574.75
Rover Extraction Unit	Each/Day	\$	242.00
Ultrasonic Cleaning Machine	Each/Day	\$	453.75
Vacuum - Upright Vacuum Cleaner	Each/Day	\$	28.88
Vacuum - Back Pack, HEPA	Each/Day	\$	93.50
Vacuum - Wet/Dry	Each/Day	\$	60.50
Vapor Shark	Each/Day	\$	92.57



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Camera/Infrared	Each/Day	\$	165.00
Dehumidifier - Large Commercial (76 and over PPD)	Each/Day	\$	165.00
Dehumidifier - Medium Commercial (75 and under PPD)	Each/Day	\$	137.50
Desiccant, 1000 cfm	Each/Day	\$	874.50
Desiccant, 3000 cfm	Each/Day	\$	1,485.00
Desiccant, 5000 cfm	Each/Day	\$	1,952.50
Desiccant, 7500 cfm	Each/Day	\$	2,365.00
Desiccant, 10,000 cfm	Each/Day	\$	3,052.50
Desiccant, 15,500 cfm	Each/Day	\$	4,840.00
5000 cfm Desiccant Package Unit (5k Desiccant, 150kW Generator, Fuel Cell, Trailer, Distro Panel, Flex Duct/1 set, Power Cables/1 set)	Each/Day	\$	3,146.00
Desiccant Door Kit - Total/One Time Charge	Per Opening	\$	385.00
Dry Force Injectidry (Wall Cavity)	Each/Day	\$	159.50
DX Unit 1 ton	Each/Day	\$	332.75
DX Unit 10 ton	Each/Day	\$	1,210.00
DX Unit 25 ton	Each/Day	\$	1,512.50
Flex Duct	Each/Day	\$	30.25
Moisture Meter/Thermo Hygrometer Combo	Each/Day	\$	33.00
Temporary Heat: 150k-200k BTU	Each/Day	\$	907.50
Temporary Heat: 200k-300k BTU	Each/Day	\$	1,270.50
Temporary Heat: 300k-450k BTU	Each/Day	\$	1,512.50
HVAC Cleaning Package (Negative Air Machine, Compressor, Portable Cleaner, and WIP Kit)	Each/Day	\$	677.60
Video Inspection	Each/Day	\$	330.00
Airless Sprayer	Each/Day	\$	137.50
Hydroxyl	Each/Day	\$	242.00
Ozone Generator, Activated Oxygen	Each/Day	\$	145.20



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
100' Cable	Each/Day	\$	42.35
50' Cable	Each/Day	\$	33.28
Generator Cable, 5 Band	Each/Day	\$	90.75
Generator, 20k W	Each/Day	\$	451.00
Generator, 36k W	Each/Day	\$	659.45
Generator, 50k W	Each/Day	\$	877.25
Generator, 100k W	Each/Day	\$	1,006.50
Generator, 150k W	Each/Day	\$	1,210.00
Generator, 200k W	Each/Day	\$	1,430.00
Generator, 300k W	Each/Day	\$	1,705.00
Generator, Portable	Each/Day	\$	192.50
Power Distribution, 100-200 Amp	Each/Day	\$	157.30
Hand Power Tools	Each/Day	\$	31.35
Spider Box	Each/Day	\$	82.50
DocuSketch or Matterport Imaging Cameras	Each/Day	\$	330.00
Demo Carts	Each/Day	\$	22.00
Floor Scraper, Electric	Each/Day	\$	137.50
Lighting - 100' String Lights	Each/Day	\$	27.50
Lighting - 50' String Lights	Each/Day	\$	17.60
Lighting - Demo Lights	Each/Day	\$	27.50
Lighting - Tower Mobile	Each/Day	\$	170.50
Lighting - Wobblers	Each/Day	\$	47.85
Lock-Out/Tag-Out Kit	Each/Day	\$	27.50
Personal Fall Protection	Each/Day	\$	8.80
Scaffolding, Bakers (Per Section)	Each/Day	\$	46.75
Golf Cart/Gator	Each/Day	\$	55.00
Vehicle - Auto/Pick-Up	Each/Day	\$	137.50
Vehicle - Box Truck	Each/Day	\$	192.50
Vehicle - Cargo/Passenger Van	Each/Day	\$	137.50
Vehicle - Mobile Command Center	Each/Day	\$	550.00
Vehicle - Onsite Recovery Trailer (53')	Each/Day	\$	330.00
Vehicle - Semi-Tractor	Each/Day	\$	385.00
Vehicle - Trailer	Each/Day	\$	137.50



Service Category #1: Building Restoration and Remediation Services

Water Damage Restoration

Fire Damage Restoration

Mold Remediation

Discount of 10% for All Line Items

Item Description	UOM		Rate
Fuel for Equipment	Per Gallon	\$	11.55
Textile Sanitization: Wash, Dry, and Fold	100 Pounds	\$	495.00
Mobilization and Travel for Projects, Portal to Portal for Projects Over 15 Miles from 1301 SW 8th Ave, Amarillo, TX 79101	Per Vehicle/Mile	\$	0.66
Hotel - for Projects Over 15 Miles from 1301 SW 8th Ave, Amarillo, TX 79101	Per Person/Day	\$	125.00
Per Diem - for Projects Over 15 Miles from 1301 SW 8th Ave, Amarillo, TX 79101	Per Person/Day	\$	60.00
Document Processing Fee	Per cu. ft.	\$	11.00
Vacuum Freeze Drying	Per cu. ft.	\$	57.92
Gamma Radiation	Per cu. ft.	\$	33.00
Document Cold Storage Fee (On Vendor's Site)	Per cu. ft./month	\$	7.43
Document Storage Fee (On Vendor's Site)	Per cu. ft./month	\$	5.50
Document File Retrieval	Per occurrence	\$	82.50
Document File Retrieval from Chamber	Per occurrence	\$	1,100.88
Document Certified Destruction	Per cu. ft.	\$	11.04
Document Digitization	Per side	\$	0.09
Document Digitization, Large Format	Per side	\$	1.10
Document Incineration	Per cu. ft.	\$	27.52
Document Deodorization	Per cu. ft.	\$	8.81
Document Cleaning - Water Damage	Per cu. ft.	\$	267.30
Document Cleaning - Fire Damage	Per cu. ft.	\$	331.65



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB F - REFERENCES

Dallas Fort Worth International Airport (Texas)
Clinton Gray, Sr Risk Manager
2400 Aviation Dr, DFW Airport, TX 75261
972-973-2501
cgray@dfwairport.com

City of Dallas (Texas)
Kirby Krol, Sr. Buyer
1500 Marilla Street, Room L2F South, Dallas, TX 75201
214-670-3413
kirby.krol@dallascityhall.com

City of Fort Worth (Texas)
Raquel Cleveland, Contract Compliance Specialist
200 Texas St, Fort Worth, TX 76102
817-392-4223
Raquel.Cleveland@fortworthtexas.gov

Irving ISD (Texas)
Rashmi Kulkarni, Purchasing Agent
835 W. Irving Blvd, Irving, TX 75060
972-721-3756
rkulkarni@cityofirving.org

Allen ISD (Texas)
Deann Riley, Purchasing Agent
1451 N Watters Rd, Allen, TX 75013 USA
972-727-7114
deann.riley@allenisd.org



Responses for RFP # 2024-051
Building Restoration and Remediation Services

TAB G - REQUIRED ATTACHMENTS

Please see the attachments that follow.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

MATERIALS SUPPLIER WARRANTIES

MBW SERV Corporation warrants for one (1) year from the date of services provided that all workmanship of MBW SERV Corporation will be performed in accordance with the project's proposed specifications and/or warranted as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

Any items warranted by a manufacturer will be governed by that warranty.

This warranty excludes damage caused by normal wear and tear, normal re-soiling, improper maintenance, and/or abuse and damage associated with a new loss event.

EXHIBIT 1
CATEGORIES OFFERED

Place a “X” next to each category you are offering in your proposal:

☒ **Service Category #1: Building Restoration and Remediation Services**

☐ **Service Category #2: Other Ancillary Services**

EXHIBIT 2
SAMPLE MARKET BASKET FORM

This form will be used for evaluation purposes only and does not represent an actual project. It is hypothetical in nature and in no way relates to a project that will be awarded by any Customer. Its purpose is an exercise to get a cost estimate from proposing firms for a project of similar nature.

Please use the information below to complete this section. The following specifications are derived from a hypothetical entity. The offeror should use the information below, and the category pricing offered in your proposal to establish an approximate project cost for evaluation purposes.

Hypothetical Estimated Project Cost \$ \$ 31,786.16 (lump sum)

Proposal for Hypothetical Building Restoration for the City of Whoville, USA

Last night, a fire broke out in the City of Whoville City Hall. The fire was confined to a mechanical room and was quickly extinguished by the building sprinkler system. The sprinkler system and fire created smoke and sprinkler water flooding throughout the main floor of the building, saturating the carpet, leaving a film of water on the tile floor, and leaving a significant smoke order throughout the main floor. The building has carpet covering 8,000 SF of the main floor and 1,500 SF of ceramic tile flooring. No other damage was noted as of initial inspection. The City needs your firm to send a team out as quickly as possible to dry out and ventilate the main floor so that City staff may resume operations. Please provide your quote so that the City may make its decision on proceeding with the work.

Please show, on below or on a separate page, your math in how you arrived at the project cost in using the pricing you have offered in the proposal.



Responses for RFP # 2024-051
Building Restoration and Remediation Services

EXHIBIT 2:

SAMPLE MARKET BASKET FORM

This estimate assumes that no demolition is required, and that the carpet can be cleaned and dried in place. It also assumes that the customer is requesting water extraction, drying, ventilation, and soot and smoke odor remediation.

MARKET BASKET EXAMPLE

Labor

Item Description	UOM	Rate	QTY Needed	Total		Total
				Pre-Discount	Discount	
Project Manager	Per Hour	\$ 121.00	14	\$ 1,694.00	10%	\$ 1,524.60
Restoration Supervisor	Per Hour	\$ 88.00	56	\$ 4,928.00	10%	\$ 4,435.20
Restoration Technician	Per Hour	\$ 75.90	112	\$ 8,500.80	10%	\$ 7,650.72
Project Clerical Administrator	Per Hour	\$ 62.70	14	\$ 877.80	10%	\$ 790.02
General Labor	Per Hour	\$ 43.73	224	\$ 9,794.40	10%	\$ 8,814.96
Total						\$ 23,215.50

Consumables and Equipment

Item Description	UOM	Rate	QTY Needed	Total		Total
				Pre-Discount	Discount	
Benefect Decon 30 Disinfectant	Gallon	\$ 96.47	3	\$ 289.41	10%	\$ 260.47
Carpet and Upholstery Green Clean	Gallon	\$ 90.74	3	\$ 272.22	10%	\$ 245.00
Pre-Spray & Traffic Lane Cleaner	Gallon	\$ 78.64	3	\$ 235.92	10%	\$ 212.33
SERVPRO Orange Plus	Gallon	\$ 81.17	5	\$ 405.85	10%	\$ 365.26
Tile & Grout Cleaner	Gallon	\$ 42.98	1	\$ 42.98	10%	\$ 38.68
Filter - Air Scrubber 500 cfm - HEPA	Each	\$ 304.88	2	\$ 609.75	10%	\$ 548.78
Filter - Air Scrubber 500 cfm - Secondary	Each	\$ 22.10	2	\$ 44.20	10%	\$ 39.78
Filter - Air Scrubber 500 cfm - Prefilter	Each	\$ 12.76	4	\$ 51.04	10%	\$ 45.94
Vacuum Cleaner Bags - Back Pack HEPA	Pack/10	\$ 47.48	4	\$ 189.90	10%	\$ 170.91
Cleaning Towel	Dozen	\$ 13.98	12	\$ 167.77	10%	\$ 150.99
Spong Dry Clean	48/Case	\$ 250.55	2	\$ 501.09	10%	\$ 450.98
Gloves, Nitrile/Latex	Box/100	\$ 46.16	3	\$ 138.47	10%	\$ 124.62
Respirator - N 95	Each	\$ 8.25	84	\$ 693.00	10%	\$ 623.70
Safety Glasses	Each	\$ 6.60	12	\$ 79.20	10%	\$ 71.28
Air Mover, Carpet	Each/Day	\$ 33.00	16	\$ 528.00	10%	\$ 475.20
Air Scrubber, 500 cfm	Each/Day	\$ 99.00	4	\$ 396.00	10%	\$ 356.40
Fogger/Macromist	Each/Day	\$ 66.00	1	\$ 66.00	10%	\$ 59.40
Canister HEPA Vac	Each/Day	\$ 137.50	4	\$ 550.00	10%	\$ 495.00
Orbital Floor Machine	Each/Day	\$ 51.43	1	\$ 51.43	10%	\$ 46.28
Dehumidifer - Medium Commercial (75 and under PPD)	Each/Day	\$ 137.50	8	\$ 1,100.00	10%	\$ 990.00
Moisture Meter/Thermo Hygrometer Combo	Each/Day	\$ 33.00	1	\$ 33.00	10%	\$ 29.70
Vehicle - Auto/Pick-Up	Each/Day	\$ 137.50	7	\$ 962.50	10%	\$ 866.25
Vehicle - Box Truck	Each/Day	\$ 192.50	3	\$ 577.50	10%	\$ 519.75
Vehicle - Cargo/Passenger Van	Each/Day	\$ 137.50	1	\$ 137.50	10%	\$ 123.75
Portable Extractor	Each/Day	\$ 247.50	3	\$ 742.50	10%	\$ 668.25
Filter - Refrigerant Dehumidifeer - 754	Each	\$ 41.54	8	\$ 332.29	10%	\$ 299.06
Smoke Deodorizer	Gallon	\$ 162.72	2	\$ 325.45	10%	\$ 292.90
Total						\$ 8,570.66

Grand Total \$ 31,786.16

EXHIBIT 3
SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	X
2.	High Plains	Amarillo Lubbock	X
3.	Northwest	Abilene Wichita Falls	X
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	X
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	X
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.		
	Will service all fifty (50) states	Will not service fifty (50) states	
		x	
	<p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>		
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas	All	x
17.	Kentucky		
18.	Louisiana		
19.	Maine		

20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico	All	x
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma	All	x
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas	North Central, High Plains, Northwest, Upper East, West	x
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

REQUIRED ATTACHMENT CHECKLIST

This checklist is provided as a courtesy to responding firms. Please utilize this checklist to ensure that all required attachments are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “**NOT APPLICABLE**” AND SUBMIT WITH THE PROPOSAL. **FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.**

- ☒ Cover Sheet
- ☒ Exhibit 1: Categories Offered
- ☒ Exhibit 2: Sample Market Basket Form
- ☒ Exhibit 3: Service Area Designation Forms
- ☒ Attachment I: Instructions for Proposals Compliance and Submittal
- ☒ Attachment II: Certification of Offeror
- ☒ Attachment III: Certification Regarding Debarment
- ☒ Attachment IV: Restrictions on Lobbying
- ☒ Attachment V: Drug-Free Workplace Certification
- ☒ Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☒ Attachment VII: Certification of Fair Business Practices
- ☒ Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☒ Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☒ Attachment X: Federal and State of Texas Required Procurement Provisions
- ☒ Attachment XI: Conflict of Interest Questionnaire

Compliance with the Solicitation

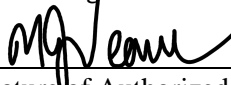
Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification. You recognize that all proposals must be submitted electronically through PublicPurchase.com by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

Acknowledgment of Insurance Requirements

By signing its submission, you acknowledge that it has read and understands the insurance requirements for the submission. You also understand that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the your proposals. The insurance requirements are outlined in Section 6.4.

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

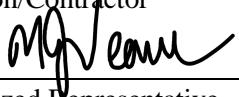
**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I agree that failure to submit all requested information may result in rejection of this proposal as non-responsive. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, Michael Weaver (typed or printed name) certify that I am the Vice President (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as you and you herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

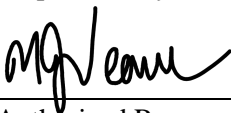
Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

MBW SERV Corporation

Name of Organization/Contractor(s):

ZYKUF6M4PRN4

SAM.GOV Unique Identity ID:



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

**ATTACHMENT IV:
RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

(Attachment continued on next page)

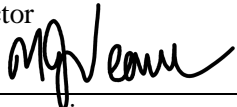
**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No 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 officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract; and
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, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The MBW SERV Corporation (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the MBW SERV Corporation (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

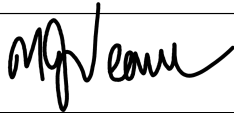
Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Type text here

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

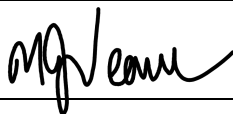
The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative:

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

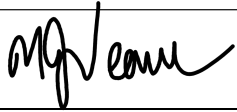
Date

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

X _____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

☐ Sole Proprietor

☐ Partnership

☐ Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

MBW SERV Corporation

Name of Organization/Contractor


Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24
Date

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB vendors should identify themselves and submit a copy of their certification. This applies only to the Offeror and not a subcontractor.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency, among others. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

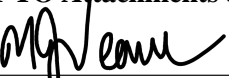
Firm must include a copy of its minority certification documentation as part of this solicitation to receive points in the evaluation.

Indicate all that apply:

_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

Note: Our Minority, Woman-Owned Certificate is currently being reviewed for renewal by the NCTRCA. We expect the renewal to be completed shortly after this RFP is due.

ATTEST TO Attachments of Certification:



Authorized Signature

Michael Weaver

Typed Name

5/23/24

Date

ATTACHMENT X
NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

Note: The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following statements will be ineligible for consideration of contract award.

(Attachment continued on next page)

**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date:

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

(Attachment continued on next page)

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

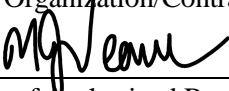
- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.**

MBW SERV Corporation

Name of Organization/Contractor



Signature of Authorized Representative

Michael Weaver, Vice President

Printed/Typed Name and Title of Authorized Representative

5/13/24

Date

-OR-

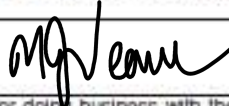
☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.**

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 100px;">MBW SERV Corporation</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">N/A</p> <p style="text-align: center; margin-left: 100px;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; margin-left: 100px; font-size: 24px;">N/A</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; margin-left: 100px; font-size: 24px;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="text-align: center; margin-left: 100px;">  _____ Signature of vendor doing business with the governmental entity </p> </div> <div style="width: 35%; text-align: center;"> <p style="font-size: 24px; margin-bottom: 5px;">5/13/24</p> <p>_____ Date</p> </div> </div>		