

CONTRACT FOR REMEDIATION & EMERGENCY SERVICES

To customize this template for agency use, go to all fields highlighted in green, supply the requested information in place of the green field, and save the customized document to your computer. Please note that Exhibits “B” and “C” have instructional paragraphs specific to these exhibits which should be deleted from your final customized document. This template is provided for use by agencies and entities under the purview of the Personal Service Contract Review Board (hereinafter “PPRB”). For agency-specific provisions, please consult with your legal counsel. If you have any questions, please contact Catoria Martin, Director, PPRB, at catoria.martin@dfa.ms.gov.

1. Parties. The parties to this contract are the [AGENCY NAME] (hereinafter “Agency”) and [CONTRACTOR NAME] (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for the Agency to engage Contractor to provide remediation & emergency services for the Agency.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference. The scope of services is from IFB 2019-01, Preapproved List of Vendors for Remediation & Emergency Services, which is incorporated herein by reference. Contractor is one of the preapproved vendors selected through the above referenced IFB for the [REGION NAME] Region.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit “A”, the Agency agrees to compensate Contractor as provided in Exhibit “C”, captioned “Compensation”, which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning [add date] and ending on [add date], upon the approval and signature of the parties hereto. The Agency has the option to renew the contract as long as the contract was entered into on or before May 2, 2022 and the period of performance ends no later than December 1, 2024, as set by IFB No. 2019-01.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Contractor, upon review and approval by Agency. Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than [add date]. Contractor is classified as an independent contractor and not a contractual employee of the Agency. As such, any compensation due and payable to Contractor will be paid as gross amounts. Contractor invoices shall be submitted to the Agency as set forth in Paragraph 21.
8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

9. Approval. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
10. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
11. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.
12. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board office of Personal Service Contract Rules and Regulations*.
13. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
14. Insurance.
 - a. The successful Bidder shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000.00. All workers' compensation comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. DFA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of authority from the Mississippi Department of Insurance. The Contractor shall be prepared to provide evidence of required insurance upon request by DFA at any point during the contract period and should consult with legal counsel regarding its obligation.
 - b. All insurance policies will list the *State of Mississippi* as an additional insured and upon request, the Contractor will provide copies of any insurance documentation to the Contracting Agency.

- c. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- d. The Contracting Agency may reserve the right to request from carriers, certificates of insurance regarding the required coverage.
- e. **Agencies may require greater limits and will negotiate with Contractor regarding the same. THIS IS THE ONLY NEGOTIABLE TERM.**

15. Stop Work Order.

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

16. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall

give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

17. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to

meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
18. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
19. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
20. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

- 21. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 22. Paymode. Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- 23. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
- 24. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

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In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By:

[Contractor's Name (person signing)]

[Contractor (name of company)]

DATE

By:

[Director's Name]

[Director's Title]

[Agency Name]

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EXHIBIT “A”

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

The Contractor will coordinate all communications with the Agency through [Agency Contact Name].

The Contractor will perform a variety of remediation & emergency services as requested by the Agency.

The Contractor will furnish all labor, materials, supplies, equipment, and supervision necessary for the completion of all remediation & emergency services specified. The Contractor shall provide professional and technical services to produce materials, procedures, and reports in accordance with contemporary federal and state employment statutes and guidelines, principles and practices in the field of remediation & emergency services.

The procedures and methods to be used by the company for remediation & emergency services must conform with all current federal and state employment statutes and guidelines governing public agency human resource administration, to include Title VII of Chapter 42 of the United States Code Equal Employment Opportunity Commission Uniform Guidelines on Employment Selection Procedures, Americans with Disabilities Act Amendment Act, Department of Labor Fair Labor Standards Act, Fair Credit Reporting Act et al.

To this end, the procedures must be free from non-job related factors which might function as biases against any group on the basis of race, color, religion, sex, age, genetic information, national origin, disability, or any other classification protected by law. The Contractor will certify it has no actual or potential conflicts of interest that may negatively impact the integrity of an investigation or the results of such screening.

The Contractor shall provide a remediation & emergency service program consisting of the following options:

- The Contractor must be accessible twenty-four (24) hours a day, seven (7) days a week to perform emergency repair and remediation services for Contracting Agencies in responding to loss, including large disasters and catastrophic events. The Contractor shall have a twenty-four (24) hour emergency response telephone number, must be able to make contact and provide a preliminary assessment of the services required within one (1) hour, and must be fully mobilized and on-site within twenty-four (24) hours.
- The Contractor must be able to provide services including, but not limited to, the following: surface cleaning; water extraction and moisture control; sanitization; deodorization; mold remediation; microbial remediation; biohazard remediation; debris removal; glazing (removal, repair, and replacement); fire, smoke, and water damage recovery; drying and dehumidification; commercial cleaning and decontamination of HVAC units, ductwork, drapes, and interior surfaces; media restoration (documents, books, vital records, and electronics); mechanical and electrical systems restoration and repair; equipment and inventory recovery, including telecommunications systems; post-construction clean-up; temporary roofing/board-up; and relocation services, including pack-out, cleaning, and short/long-term storage.
- The Contractor must be able to respond to damages to a single property.

- The Contractor must be able to respond to catastrophic events that cause damage to large numbers of properties.
- The Contractor must be able to mobilize necessary resources to initiate damage remediation within two (2) hours of notice from the Contracting Agency.
- The Contractor shall furnish all labor, skills, tools, materials, supplies, equipment, and supervision necessary to perform the tasks as specified.
- In the event of a loss, the Contractor shall, with regard to Project Management:
 - Provide experienced project managers to manage all projects for the Contracting Agency with regard to the services listed in this Invitation for Bids;
 - Develop standard operating procedures in coordination with the Contracting Agency, which includes pre-planning for services to be performed in the event of a loss and identifying key Agency and Contractor contacts;
 - Upon request, identify and provide reports of the status of local equipment and resources available to the Contracting Agency in the process for planning for a loss event;
 - Ensure all subcontractors comply with Contracting Agency requirements stipulated in any awarded contract;
 - Ensure all work is delivered in accordance with all Mississippi Emergency Management Agency (hereinafter “MEMA”) requirements;
 - Ensure all work is delivered in accordance with all Federal Emergency Management Agency (hereinafter “FEMA”) requirements; and
 - Provide a Rough Order of Magnitude and an Initial Scope of Loss Report within twenty-four (24) hours of each loss event.
- The Contractor shall, with regard to pre-loss assessments:
 - Provide Executive Summaries detailing the functional use of the building(s) and highlighting the items to note from the report, particularly any special needs that would be required to support the building post-loss (i.e. freeze drying);
 - Provide assessments that include general building information, key contacts; operational analysis; engineering integration considerations; detailed pictorials of key facility nodes centric to recovery considerations; general photos of the building(s) interior and exterior; directions to access the building(s) and surrounding area(s); appropriate floorplans and utility plans that may be needed post-loss (provided by the Contracting Agency); and asbestos test results and plans (provided by the Contracting Agency); and
- Upon request, provide training to the Contracting Agency on services and procedures.

- Upon completion of the work, the Contractor shall provide the Contracting Agency with a comprehensive final report with detailed information that summarizes all completed services provided by the Contractor and in sufficient detail to satisfy FEMA and insurance company requirements in order to maximize payment of claims and reimbursement of expenses.

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EXHIBIT “B”

ADDITIONAL TERMS AND CONDITIONS

Exhibit “B” includes (alphabetically by title) various service contracting clauses which are available for use and were included in the IFB. Many clauses require the inclusion of additional information. A word or phrase in square brackets indicates that the information identified is to be inserted (e.g., [time], [date]). Clarifications of clauses are in parentheses within or at the end of the clause. These clauses are discretionary and the Agency is neither required to use them nor prohibited from using others which are not included in this exhibit.

Please delete this paragraph and the above paragraph before issuing the final contract. Also, please verify the total number of pages in the contract (as noted in the footer section). Any modifications will change the number of pages included.

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Approval. It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
3. Attorney’s Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney’s fees or costs of legal action to Contractor.
4. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the

contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
7. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
8. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
 - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
9. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination

or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

10. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party’s prior written consent.
11. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
12. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
13. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
14. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State’s claims against Contractor under this contract.
15. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. HIPAA Compliance. Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
17. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.
18. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.
19. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
20. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
21. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages

incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

22. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: [name, title, Contractor, address]

For the Agency: [name, title, Agency, address]

23. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

24. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.

25. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.

26. Priority. The contract consists of this agreement with exhibits, the PPRB Invitation for Bids 2019-01 (hereinafter referred to as IFB), and the bid by [CONTRACTOR NAME] (hereinafter referred to as Bid). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

28. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits,

examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

29. Renewal of Contract. The contract may be renewed at the discretion of the Agency upon written notice to Contractor at least [NUMBER] days prior to each contract anniversary date for a period of [NUMBER] successive one-year periods under the same prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed [NUMBER], or extend past June 30, 2024.
30. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
31. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
32. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
33. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
34. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
35. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
36. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the

deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

37. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

38. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the [agency] for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the [agency] is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

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EXHIBIT “C”

COMPENSATION

The Contractor will charge the hourly rates listed below in Appendix “A” (as submitted in response to PPRB IFB 2019-01, Preapproved Vendors List for Remediation & Emergency Services, issued by the Office of Personal Service Contract Review Board):

[CONTRACTOR'S NAME]	Unit Price for [REGION NAME] Region
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Service Description	# of Units	Hourly Unit Price	Daily Rate

(Rates are available on the DFA website (<http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/preapproved-vendor-information/>) or Appendix A (attached). Service rates should be added to the above chart and totaled. Be sure to use pricing for the correct region. Please remove any sentences highlighted in green.)

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EXHIBIT "D"

REQUIRED FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (HEREINAFTER "FEMA")

1. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.
 - a. Liquidated Damages. When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$ [REDACTED] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.
2. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Contract Work Hours and Safety Standards Act.

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

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

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

4. Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification

- c. to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

8. Procurement of Recovered Material. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

9. Additional FEMA Requirements.

- a. Change in Scope of Work. The agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the agency and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the agency in writing of this belief. If the agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

- b. Access to Records.

- i. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

12. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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APPENDIX A
REMEDATION AND EMERGENCY SERVICES RATES

Western Region and Southern Region

Labor Common Descriptions:

Description	HOURL		
	Guarantee Restoration	ServPro Commercial LLC	Cotton Commercial
Administrative	\$40.00	\$40.00	\$43.00
Assistant Project Manager	\$75.00	\$75.00	\$75.00
Certified Mold Remediation	\$75.00	\$58.00	\$45.50
Consultant	\$237.50		\$150.00
Dehumidification Technician	\$40.00		\$65.00
General Labor: General Labor	\$35.00		\$33.00
Health & Safety Officer	\$75.00	\$90.00	\$90.00
In house Technician, Restoration	\$40.00		\$42.00
Project Accountant	\$55.00	\$65.00	\$75.00
Project Coordinator/ Director	\$115.00	\$130.00	\$125.00
Project Manager	\$95.00	\$95.00	\$90.00
Skilled Labor (experienced in	\$45.00	\$54.00	\$38.00
Specialty Supervisor	\$65.00		
Superintendent	\$75.00		\$75.00
Supervisor/Restoration	\$55.00	\$58.00	\$55.00
Supply Coordinator	\$45.00		\$52.50
TOTAL	\$1,167.50		\$1,054.00

Equipment Common Descriptions:

Description	Unit	Daily		
		Guarantee Restoration	ServPro Commercial	Cotton Commercial
Air Compressor(25≤cfm)	Ea.	\$20.00	\$40.00	\$35.00
Air Mover, Axial Fan	Ea.	\$25.00	\$42.00	\$24.00
Air Mover, Whistle Fan	Ea.	\$18.00		\$27.00
Air Scrubber (Large)	Ea.	\$75.00	\$150.00	\$135.00
Air Scrubber 600 (Small)	Ea.	\$50.00	\$75.00	\$85.00
Blanket- moving	Ea.	\$1.00		
Carnet Machine (cold)	Ea.	\$100.00	\$325.00	\$200.00
Cart-Chemical	Ea.	\$5.00		
Cart, Tilt/Demolition-Large	Ea.	\$20.00		\$24.00
Cart, Tilt/Demolition-Small	Ea.	\$15.00		
Dehumidifier, Small	Ea.	\$50.00		\$150.00

Dehumidifier. Medium/Large	Ea.	\$75.00	\$105.00	\$150.00
Dehumidifier. X-Large	Ea.	\$90.00	\$145.00	
DH 2000-4000 Desiccant	Ea	\$1 100.00	\$975.00	
DH 4000-5000 Desiccant	Ea	\$1 800.00	\$1 475.00	\$1 460.00
DH 5000-9000 Desiccant	Ea	\$1 800.00		\$2 380.00
DH 9000-10000 Desiccant	Ea	\$2 600.00	\$2 175.00	\$2 850.00
DH 10000-15000 Desiccant	Ea	\$3 500.00	\$3 900.00	\$3 850.00
DH Flex Hose(10"x 25')	Ea	\$18.00		
DH Flex Hose (12"x25')	Ea	\$20.00		
DH Flex Hose (20"x25')	Ea	\$35.00		
DH up to 1000 Desiccant	Ea	\$600.00		
Distribution Cable -220V	Ea	\$60.00		\$45.60
Distribution Panel - 50 Amp	Ea	\$60.00		\$40.00
Distribution Panel- 600 Amp	Ea	\$175.00		\$90.00
Dolly - 2 or 4 wheel	Ea.	\$10.00		
Dry Ice or Soda Blaster including	Ea.	\$950.00		
Duct Cleaning unit w/ hoses	Ea.	\$1 200.00		
Duct. Flex 12" (25')	Ea	\$20.00	\$25.00	\$25.00
Duct. Flex 20" (25')	Ea	\$35.00		
DX Unit- 10 Ton	Ea	\$600.00	\$975.00	\$546.00
DX Unit- 20 Ton	Ea.	\$1,000.00	\$1,225.00	\$1,029.00
Electrical 50 Amp Spider	Ea	\$60.00		
Electrical Cable. 3 gang box	Day	\$10.00		\$25.20
Electrical Cable. CamLock 100'	Ea	\$120.00		\$25.20
Electrical Cable. Camlock 50'	Ea	\$60.00		\$13.20
Electrical Cable. Quad Box (10')	Day	\$25.00		\$19.20
Extension Cord. 12-14 ga., 50'	Day	\$3.00		
Extraction Unit (portable)	Day	\$250.00	\$148.00	\$175.00
Extraction Unit (Van)	Day	\$500.00		\$300.00
Fogger (thermo Gen.)	Ea	\$175.00	\$120.00	\$95.00
Fogger ULV	Ea	\$35.00		\$25.00
Generator. 6 KW	Ea	\$75.00	\$75.00	\$125.00
Generator. 10-30 KW	Ea.	\$450.00	\$365.00	
Generator 35-90 KW	Ea.	\$750.00	\$725.00	\$425.00
Generator. 90-160 KW	Ea.	\$1 250.00	\$975.00	
Generator. 160-250 KW	Ea	\$1 350.00	\$975.00	
Generator. 250-400KW	Ea	\$2 300.00		
Generator. 400-600 KW	Ea.	\$3 600.00		
Handwash station (per station)	Mo	\$500.00		
Hydroxyl generator- small	Ea	\$125.00		
Hydroxyl generator- boss	Ea.	\$150.00	\$300.00	\$200.00
Injectiv	Ea	\$125.00	\$130.00	\$145.00
Ionizer	Ea	\$25.00		
Light. Halogen String per 100	Ea.	\$15.00		\$25.00
Light. Tower	Ea	\$25.00		
Ozone Generator	Ea	\$75.00	\$125.00	\$120.00
Personal Fall Protection (PFP)-	Ea.	\$25.00		
Pressure Washer- 1000 psi	Ea	\$50.00	\$125.00	\$95.00
Pressure washer (hot)	Ea	\$175.00	\$176.00	\$195.00
Pump up sprayer	Ea.	\$3.00		\$8.00
Pump. Trash w/ hoses-1 inch	Ea	\$30.00	\$135.00	\$95.00
Saw. Chain	Ea	\$25.00		\$35.00
Scaffolding-per foot section	Ea.	\$15.00		
Sprayer. Airless (.33gpm)	Ea	\$55.00	\$188.00	\$188.00
Squeegee or mop with bucket	Ea	\$5.00		
Storage container	Mo	\$210.00		

Storage container p/u or delivery	EA	\$175.00		
Tarps-20x16	Ea	\$200.00		
Tarps-60x40	Ea	\$500.00		
Temporary toilet (per toilet)	Ea	\$150.00		
Tool Set. Mech/Elec.	Ea	\$15.00		
Tools. Construction Sets-drill	Ea	\$20.00		
Tractor/Trailer-trailer only- 53'	Ea	\$175.00	\$165.00	\$150.00
Trailer- Semi' Mobil Office	Da	\$300.00		
Trailer-Flatbed 21-35	Ea	\$75.00		\$150.00
Trailer Flatbed under 21'	Da	\$20.00		
Trailer Enclosed	Ea	\$65.00	\$125.00	\$150.00
Trash Can - 30-50 gallon	Ea	\$1.00		\$7.00
Truck moving van	Ea	\$250.00		
Truck. pick-up. vans	Ea	\$65.00		
Vacuum. HEPA 55 Gallon	Ea	\$35.00		\$80.00
Vacuums. Back Pack HEPA	Ea	\$20.00	\$125.00	\$80.00
Vacuums. HEPA	Ea	\$33.00	\$26.25	\$80.00
Vacuums. Shop (Canister or Wet	Ea	\$10.00	\$50.00	\$25.00
Vehicle-Box Truck	Da	\$350.00		
Vehicle Mobile Command	Da	\$300.00		\$475.00
Vehicle- Semi Tractor	Da	\$1,500.00		\$195.00
Wheelbarrow/Floor Dolly	Ea	\$5.00		
Zip wall pole-each	Ea	\$9.00		
Small Tools	EA	\$1.00		

Material Common Descriptions:

Description	Unit	Daily		
		Guarantee Restoration Services	ServPro Commercial LLC	Cotton Commercial USA
Adhesive Remover	Gallon	\$25.00		\$78.59
Adhesive Spray	12	\$10.00	\$24.00	\$5.95
All Purpose Cleaner/ Carpet	Gall	\$40.00	\$44.00	\$31.34
Bags (6 mil 33"x 50") black (75	Ea	\$75.00	\$50.00	\$151.01
Box Book	Ea	\$3.00	\$5.45	\$3.25
Box Large	Ea	\$5.00	\$5.00	\$18.60
Box Medium	Ea	\$4.00	\$4.20	\$6.25
Bubble Wrap 48' x 250'	Roll	\$145.00	\$39.94	
C O C Crystals	Ea	\$60.00		
Chemical Sponges Dry Sponges	Ea	\$4.00		\$2.25
Clothing Tyvek coverall with hood	Ea	\$8.00		\$6.83
Corrugated Cardboard	Sq	\$0.20		
Deodorizing Liquid-9D9	Gall	\$110.00	\$41.40	\$62.79
Disinfectant Sanitizer Virucide-	Gall	\$50.00	\$78.22	\$60.95
Disinfectant Sanitizer Virucide Non-	Gall	\$75.00	\$55.30	
DP 2515 HVAC encapsulate	Gall	\$60.00		
Dumpster-20 yard	Ea	\$550.00		
Dumpster- 30 yard	Ea	\$700.00		

Emergency call out- after	Ea	\$250.00		
Emergency call out-normal	Ea	\$125.00		
Filter-carbon/charcoal- 16x16	Ea	\$65.00		
Filter-carbon/charcoal- 24x24	Ea	\$100.00		
Filter-media- 16x16	Ea	\$5.00		
Filter-media 24x24	Ea	\$8.00		
Filter f portable debu	Ea	\$12.00		
Filter Air scrubber-HEPA	Ea	\$250.00	\$328.58	\$259.80
Filter Air Scrubber-Pleated Secondary	Ea	\$10.00		\$7.40
Filter Air Scrubber- Pleated Secondary	Ea	\$16.00		\$16.24
Filter Vacuum Bags- Backpack	Ea	\$10.00	\$33.80	\$7.04
Glass Cleaner+I36·N54I36·N51	Gall	\$20.00	\$18.36	\$17.21
Gloves Latex/Nitrile Disposable Large	box	\$25.00	\$25.12	\$13.86
Gloves- Leather	Pair	\$2.25	\$8.00	\$3.57
Gloves- Nitrile	Pair	\$1.25		
Haul debris- per trailer load	Ea	\$150.00		
Hena Dust Bag	Ea	\$10.00		
Hena filter -large	Ea	\$250.00		
Hena filter-small	Ea	\$200.00		
IAO 8000 encapsulate	Gall	\$65.00		
Lavflat- 500'	Roll	\$200.00		
Microban Plus	Gall	\$55.00		\$60.95
Mon Handle- Bucket and Wringer	Eac	\$10.00		
Mon Heads	Eac	\$10.00		\$8.40
Packing Paper	Roll	\$75.00		
Personal Protection Equipment (Hard Hat, Goggles, Vest, PR Gloves)	Per person day	\$15.00		
Personal Respiratory Protection- no cartridges	Per person day	\$15.00		
Plastic Sheeting 6 mil- Fire Retardant	Roll	\$150.00	\$331.00	\$214.34
Respirator- Half Face	Per	\$2.00		
Respirator Cartridge - hena	Ea	\$15.00		\$21.54
Respirator Cartridge-organic vapors	Ea	\$30.00	\$24.40	
Respirator Dusk mask	Ea	\$1.00		
Respirator N-95	Ea	\$2.00		
Rubber Boots	Day	\$5.00		
Rust Remover	Gallo	\$17.00		
Spray Bottle w/ trigger	Ea	\$4.00		\$4.22
Tane- Blue painters tane	Roll	\$10.00	\$13.16	\$13.53
Tane- Brown packing tane	Roll	\$10.00		\$18.54
Tane- Caution (1000 ft)	Roll	\$30.00	\$15.94	\$14.07
Tane- Duct	Roll	\$9.00	\$11.00	\$8.30
Tane Poly Box Packing	Roll	\$8.00	\$7.94	
Thermo 55	Gallo	\$60.00		
Towel- Dust Cloth- Treated 12"x17"	Box	\$50.00		\$18.04
Towels- Microfiber- per dozen (40226)	Doze	\$25.00		\$24.46
Towels- Terry Towels (40555)	Ea	\$1.00		\$1.00
Trash Bags	Ea	\$1.00	\$1.00	
Wines- Cotton Cloth	Ea	\$1.00		\$4.06
Wood Cleaner/Soap	Gallo	\$23.00		
Zinner door	Ea	\$14.00		\$25.50
Plastic Sheeting 10x100	Roll	\$100.00		
Plastic Sheeting 20x100	Roll	\$200.00	\$196.00	\$151.55

TOTAL		\$4,721.70	\$1,361.81	\$1,467.00
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Eastern Region

Labor Common Descriptions:

Description	HOURLY	
	Guarantee Restoration	ServPro Commercial
Administrative	\$40.00	\$40.00
Assistant Project Manager	\$75.00	\$75.00
Certified Mold Remediation Technician	\$75.00	\$58.00
Consultant	\$237.50	
Dehumidification Technician	\$40.00	
General Labor: General Labor	\$35.00	
Health & Safety Officer	\$75.00	\$90.00
In house Technician, Restoration	\$40.00	
Project Accountant	\$55.00	\$65.00
Project Coordinator/ Director	\$115.00	\$130.00
Project Manager	\$95.00	\$95.00
Skilled Labor (experienced in restoration)	\$45.00	\$54.00
Specialty Supervisor	\$65.00	
Superintendent	\$75.00	
Supervisor/Restoration	\$55.00	\$58.00
Supply Coordinator	\$45.00	
TOTAL	\$1,167.50	

Equipment Common Descriptions:

Description	Unit	Daily	
		Guarantee Restoration	ServPro
Air Compressor(25<cfm)	Ea.	\$20.00	\$40.00
Air Mover, Axial Fan	Ea.	\$25.00	\$42.00
Air Mover, Whistle Fan	Ea.	\$18.00	
Air Scrubber (Large)	Ea.	\$75.00	\$150.00
Air Scrubber 600 (Small(Ea.	\$50.00	\$75.00
Blanket- moving	Ea.	\$1.00	
Carpet Machine (cold)	Ea.	\$100.00	\$325.00
Cart-Chemical	Ea.	\$5.00	
Cart, Tilt/Demolition-Large	Ea.	\$20.00	

Cart, Tilt/Demolition-Small	Ea.	\$15.00	
Dehumidifier, Small	Ea.	\$50.00	
Dehumidifier, Medium/Large	Ea.	\$75.00	\$105.00
Dehumidifier, X-Large	Ea.	\$90.00	\$145.00
DH 2000-4000 Desiccant	Ea.	\$1,100.00	\$975.00
DH 4000-5000 Desiccant	Ea.	\$1,800.00	\$1,475.00
DH 5000-9000 Desiccant	Ea.	\$1,800.00	
DH 9000-10000 Desiccant	Ea.	\$2,600.00	\$2,175.00
DH 10000-15000 Desiccant	Ea.	\$3,500.00	\$3,900.00
DH Flex Hose(10"x 25')	Ea.	\$18.00	
DH Flex Hose (12"x25')	Ea.	\$20.00	
DH Flex Hose (20"x25')	Ea.	\$35.00	
DH up to 1000 Desiccant	Ea.	\$600.00	
Distribution Cable -220V	Ea.	\$60.00	
Distribution Panel - 50 Amp	Ea.	\$60.00	
Distribution Panel- 600 Amp	Ea.	\$175.00	
Dolly - 2 or 4 wheel	Ea.	\$10.00	
Dry Ice or Soda Blaster including	Ea.	\$950.00	
Duct Cleaning unit w/ hoses	Ea.	\$1,200.00	
Duct, Flex 12" (25')	Ea.	\$20.00	\$25.00
Duct, Flex 20" (25')	Ea.	\$35.00	
DX Unit- 10 Ton	Ea.	\$600.00	\$975.00
DX Unit- 20 Ton	Ea.	\$1,000.00	\$1,225.00
Electrical 50 Amp Spider	Ea.	\$60.00	
Electrical Cable, 3 gang box	Day	\$10.00	
Electrical Cable, CamLock 100'	Ea.	\$120.00	
Electrical Cable, Camlock 50'	Ea.	\$60.00	
Electrical Cable, Quad Box (10') cable	Day	\$25.00	
Extension Cord, 12-14 ga., 50'	Day	\$3.00	
Extraction Unit (portable)	Day	\$250.00	\$148.00
Extraction Unit (Van)	Day	\$500.00	
Fogger (thermo Gen.)	Ea.	\$175.00	\$120.00
Fogger ULV	Ea.	\$35.00	
Generator, 6 KW	Ea.	\$75.00	\$75.00
Generator, 10-30 KW	Ea.	\$450.00	\$365.00
Generator 35-90 KW	Ea.	\$750.00	\$725.00
Generator, 90-160 KW	Ea.	\$1,250.00	\$975.00
Generator, 160-250 KW	Ea.	\$1,350.00	\$975.00
Generator, 250-400KW	Ea.	\$2,300.00	
Generator, 400-600 KW	Ea.	\$3,600.00	
Handwash station (per station)	Mont	\$500.00	
Hydroxyl generator- small	Ea.	\$125.00	
Hydroxyl generator- boss	Ea.	\$150.00	\$300.00
Injectidry	Ea.	\$125.00	\$130.00
Ionizer	Ea.	\$25.00	

Light, Halogen String per 100 feet	Ea.	\$15.00	
Light, Tower	Ea.	\$25.00	
Ozone Generator	Ea.	\$75.00	\$125.00
Personal Fall Protection (PFP)-	Ea.	\$25.00	
Pressure Washer- 1000 psi electric cold	Ea.	\$50.00	\$125.00
Pressure washer (hot)	Ea.	\$175.00	\$176.00
Pump up sprayer	Ea.	\$3.00	
Pump, Trash w/ hoses-1 inch	Ea.	\$30.00	\$135.00
Saw, Chain	Ea.	\$25.00	
Scaffolding-per foot section	Ea.	\$15.00	
Sprayer, Airless (.33gpm)	Ea.	\$55.00	\$188.00
Squeegee or mop with bucket	Ea.	\$5.00	
Storage container	Mont	\$210.00	
Storage container p/u or delivery	EA	\$175.00	
Tarps-20x16	Ea.	\$200.00	
Tarps-60x40	Ea.	\$500.00	
Temporary toilet (per toilet)	Ea.	\$150.00	
Tool Set, Mech/Elec.	Ea.	\$15.00	
Tools, Construction Sets-drill and saw	Ea.	\$20.00	
Tractor/Trailer-trailer only- 53' Semi	Ea.	\$175.00	\$165.00
Trailer- Semi' Mobil Office	Day	\$300.00	
Trailer-Flatbed 21-35	Ea.	\$75.00	
Trailer Flatbed under 21'	Day	\$20.00	
Trailer Enclosed	Ea.	\$65.00	\$125.00
Trash Can - 30-50 gallon	Ea.	\$1.00	
Truck moving van	Ea.	\$250.00	
Truck, pick-up, vans	Ea.	\$65.00	
Vacuum, HEPA 55 Gallon	Ea.	\$35.00	
Vacuums, Back Pack HEPA	Ea.	\$20.00	\$125.00
Vacuums, HEPA	Ea.	\$33.00	\$26.25
Vacuums, Shop (Canister or Wet Dry)	Ea.	\$10.00	\$50.00
Vehicle-Box Truck	Day	\$350.00	
Vehicle Mobile Command Center	Day	\$300.00	
Vehicle- Semi Tractor	Day	\$1,500.00	
Wheelbarrow/Floor Dolly	Ea.	\$5.00	
Zip wall pole-each	Ea.	\$9.00	
Small Tools	EA	\$1.00	
TOTAL		\$33,047.00	\$16,685.25

Material Common Descriptions:

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Descri ption	Unit	Guarantee Restoratio n Services	ServPro Commercial LLC
Adhesive Remover	Gallon	\$25	
Adhesive Sprav	12 oz. can	\$10	\$24.00
All Purpose Cleaner/ Carpet Degreaser/	Gallon	\$40	\$44.00
Bags (6 mil 33"x 50"), black (75 count)	Ea.	\$75	\$50.00
Box. Book	Ea.	\$3.	\$5.45
Box. Large	Ea.	\$5.	\$5.00
Box. Medium	Ea.	\$4.	\$4.20
Bubble Wrap 48' x 250'	Roll	\$14	\$39.94
C.O.C Crvstals	Ea.	\$60	
Chemical Sponges. Dry Sponges	Ea.	\$4.	
Clothing. Tyvek coverall with hood and boot	Ea.	\$8.	
Corrugated Cardboard	Sq. ft.	\$0.	
Deodorizing Liquid-9D9	Gallon	\$11	\$41.40
Disinfectant. Sanitizer. Virucide-Concentrate	Gallon	\$50	\$78.22
Disinfectant. Sanitizer. Virucide. Non-	Gallon	\$75	\$55.30
DP 2515 HVAC encapsulate	Gallon	\$60	
Dumpster-20 vard	Ea.	\$55	
Dumpster- 30 vard	Ea.	\$70	
Emergency call out- after	Ea.	\$25	
Emergency call out-normal	Ea.	\$12	
Filter-carbon/charcoal- 16x16	Ea.	\$65	
Filter-carbon/charcoal- 24x24	Ea.	\$10	
Filter-media- 16x16	Ea.	\$5.	
Filter-media 24x24	Ea.	\$8.	
Filter f portable dehu	Ea.	\$12	
Filter Air scrubber-HEPA	Ea.	\$25	\$328.58
Filter Air Scrubber-Pleated Secondary	Ea.	\$10	
Filter Air Scrubber- Pleated Secondary	Ea.	\$16	
Filter Vacuum Bags. Backpack (52112)	Ea.	\$10	\$33.80
Fosters 40-20 Fungicidal Protective Coating	Gallon	\$75	
Glass Cleaner	Gallon	\$20	\$18.36
Gloves Latex/Nitrile Disposable Large	box	\$25	\$25.12
Gloves. Leather	Pair	\$2.	\$8.00
Gloves. Nitrile	Pair	\$1.	
Haul debris per trailer load	Ea.	\$15	
Hepa Dust Bag	Ea.	\$10	
Hepa filter -large	Ea.	\$25	
Hepa filter-small	Ea.	\$20	
IAO 8000 encapsulate	Gallon	\$65	
Lavflat. 500'	Roll	\$20	
Microban Plus	Gallon	\$55	
Mon Handle. Bucket and Wringer	Each	\$10	
Mon Heads	Each	\$10	
Packing Paper	Roll	\$75	
Personal Protection Equipment (Hard Hat.	Per	\$15	

Personal Respiratory Protection- no	Per	\$15	
Plastic Sheeting 6 mil- Fire Retardant 12' x	Roll	\$15	\$331.00
Respirator- Half Face	Per	\$2.	
Respirator Cartridge.- hena	Ea.	\$15	
Respirator Cartridge-organic vapors	Ea.	\$30	\$24.40
Respirator Dusk mask	Ea.	\$1.	
Respirator N-95	Ea.	\$2.	
Rubber Boots	Day	\$5.	
Rust Remover	Gallon	\$17	
Spray Bottle w/ trigger	Ea.	\$4.	
Tape. Blue painters tape	Roll	\$10	\$13.16
Tape. Brown packing tape	Roll	\$10	
Tape. Caution (1000 ft.)	Roll	\$30	\$15.94
Tape. Duct	Roll	\$9.	\$11.00
Tape Poly Box Packing	Roll	\$8.	\$7.94
Thermo 55	Gallon	\$60	
Towel. Dust Cloth. Treated 12"x17" (41535)	Box	\$50	
Towels. Microfiber- per dozen (40226)	Dozen	\$25	
Towels. Terry Towels (40555)	Ea.	\$1.	
Trash Bags	Ea.	\$1.	\$1.00
Wipes. Cotton Cloth	Ea.	\$1.	
Wood Cleaner/Soap	Gallon	\$23	
Zinner door	Ea.	\$14	
Plastic Sheeting 10x100	Roll	\$10	
Plastic Sheeting 20x100	Roll	\$20	\$196.00
TOTAL		\$4.	\$1,361.81

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