

Region 4 Education Service Center (ESC)

Contract # R191605

for

Disaster and Non-Disaster Restoration of Operational Services

with

Cotton Commercial USA, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Cotton Commercial USA, Inc., effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of May 1, 2020 by and between _____ Cotton Commerical USA, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Disaster and Non-Disaster Restoration of Operational Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R191605 for Disaster and Non-Disaster Restoration of Operational Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-

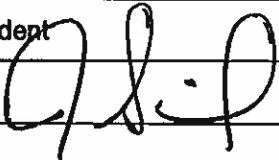
party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Cotton Commercial USA, Inc.
Address 5443 Katy Hockley Cutoff Rd
City/State/Zip Katy, TX 77493
Telephone No. 877-511-2962
Email Address james@cottonteam.com
Printed Name James Scaife
Title President
Authorized signature 

Accepted by Region 4 ESC:

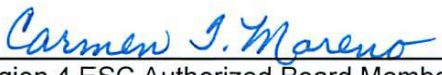
Contract No. R191605

Initial Contract Term May 1, 2020 to April 30, 2022


Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/28/2020
Date




Region 4 ESC Authorized Board Member
Carmen T. Moreno
Print Name

4/28/2020
Date

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

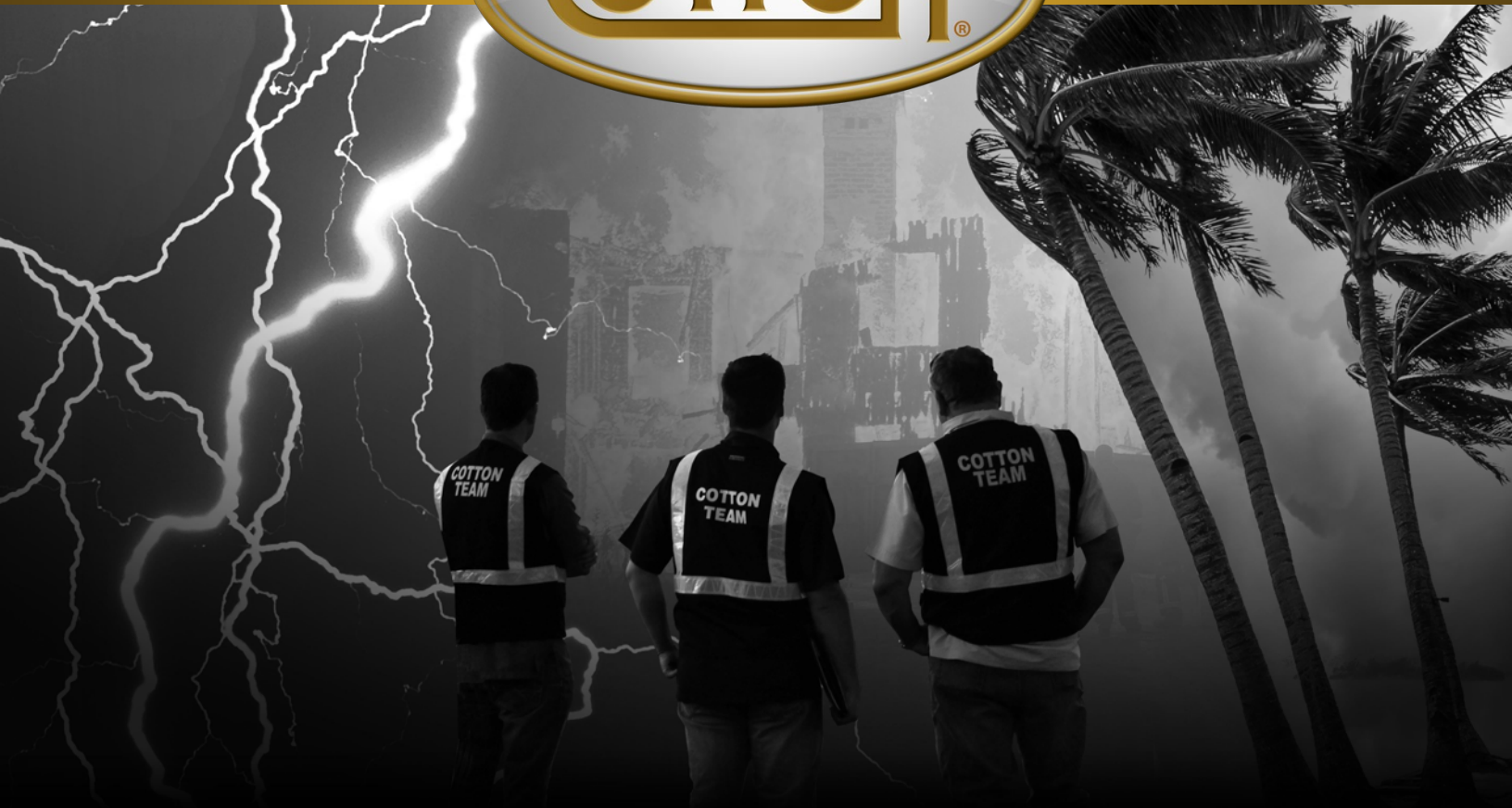
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
Section 16/PG 20	Payments	Add: Region 4 ESC shall pay Contractor for all services provided thirty (30) days after receipt of an invoice by Contractor.	Acceptable
Section 18/ PG 20-21	Audit Rights	Add: This audit right shall not include documentation pertaining to Contractor’s base costs or any subcontractor’s documentation pertaining to base cost.	Acceptable counter language 4/10/20
		4/10/20 Counter: Cotton Commercial agrees, upon written request to make available to Region 4 ESC the financial and other records that are required to substantiate the Services and accurate billings under the Agreement. These records exclude any information deemed by Cotton Commercial to be confidential or proprietary.	



Region 4 ESC

COPY

Response to RFP 19-16 Disaster and Non-Disaster Restoration of Operational Services
Submission Deadline: Wednesday, January 8, 2020, 2:00 PM CENTRAL TIME
Cotton Commercial USA, Inc 5443 Katy Hockley Cutoff Rd. Katy, TX 77493



Cotton Commercial USA, Inc.

5443 Katy Hockley Cutoff Rd.
Katy, Texas 77493
1-877-511-2962

HQ-Katy

2 January 2020

MEMORANDUM FOR: Business Operations Specialist, Crystal Wallace, Region 4 ESC

SUBJECT: Cover Letter – RFP- Disaster and Non-Disaster Restoration of Operational Services

1. Cotton Commercial USA, Inc. affirms the following: "Cotton fully understands the requirements of the RFP and Cotton has complete ability and commitment to meet Region 4 ESC services. Cotton validates that RFP response to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time."
2. Cotton would like to thank Region 4 ESC for the opportunity to participate in the RFP Evaluation Process and for the interest expressed in Cotton as a provider for these services. We hope that the information contained within our (RFP) has adequately addresses all information requirements necessary in your efforts to provide services to support your efforts.
3. Questions pertaining to Cotton's Proposal should be directed to:

John Mercaldi
Procurement Specialist
Mobile 832-497-3161
24/7 Response 877-511-2962
john.mercaldi@cottonteam.com

4. Executive oversight and individual authorized for executing all signed documentations within this RFP is:

James Scaife
President
24/7 Response 877-511-2962
james@cottonteam.com

A handwritten signature in blue ink, appearing to read "JS", is positioned above the printed name and title of James Scaife.

President
Cotton Commercial USA, Inc



Global Disaster Solutions

EXECUTIVE SUMMARY

ORGANIZATION

Cotton is one of the world's most experienced full-service disaster recovery and restoration firms. Cotton stands at the forefront of major disasters, providing around-the-clock service backed by cutting-edge technology, highly skilled personnel, and years of operational expertise to recover enterprises as quickly as possible.

Founded in Houston, Texas, in 1996, Cotton built upon its reputation of excellence to expand throughout Texas, then to key locations in the United States and beyond. Cotton focuses on serving corporate and retail businesses, manufacturing and industrial clients, the healthcare, education and hospitality industries, and government agencies. Cotton's success is directly attributed to providing the highest level of customer service.

When it comes to disaster response, Cotton's first-hand experience is virtually unsurpassed. Over the last two decades, Cotton has been instrumental in the recovery efforts due to individual losses and major events, including weather-related and other natural catastrophes, terrorism, vandalism, and environmental mishaps, both in the U.S. and internationally. Through turnkey service capabilities and innovative solutions, Cotton can provide continuity of operations in the most efficient and cost-effective manner, ultimately reducing our clients' business interruption and property loss claim. Cotton has the team and resources in place to turn any unfortunate event into a successful restoration project.

When disaster strikes, Cotton clients are assured of expert attention to protect assets, assess and restore damaged property, and determine a critical path for recovery that will minimize the delay to operations.

Cotton is committed to:

- 24/7 readiness to respond to any disaster and begin implementation of recovery measures in a strategically effective way.
- Employing state-of-the-art equipment and innovative techniques
- The continued professional development and skills of the company's highly experienced, trained and certified staff.
- Maintaining jobsite safety at all times through hazard assessments, planning, training and strict oversight of process implementation on every project.
- Remaining in compliance with all federal, state and local regulations.
- Surpassing client expectations on every project through communication and quality.

Disasters are both inevitable and unpredictable, guaranteed to happen but often without warning. Varying in type and magnitude, disasters happen suddenly, creating chaos and uncertainty for those affected. For entities of all sizes, a disaster means abrupt sudden disruption of all or part of its business operations, resulting in possible revenue loss or inability to provide public assistance.

The process of preparing a disaster recovery plan begins by identifying these possible causes and effects, analyzing their likelihood and severity, and ranking the outcomes in terms of priority. The ultimate results are a formal assessment of risk, a recovery plan that includes all available mechanisms, and a formalized Disaster Recovery Team (Cotton and Partner Client) that has responsibility for planning, rehearsing, and executing the disaster recovery plan.

In summary, disaster recovery plans should identify and classify the threats and risks that may result from disasters, define the resources and processes that ensure business continuity during the disaster, and define the reconstitution mechanisms to get the enterprise back to normal during the disaster recovery state. Effective



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disaster recovery plans play their role in all stages from pre to post planning and are continuously improved by disaster recovery mock training and feedback capture processes.

PLANNING FUNDAMENTALS

Cotton and the Partner Client work to establish policies and procedures that allow for the minimization of damages, preservation of a functioning administration, and maintenance of activities essential to survival and recovery. The Partner Client and Cotton recovery plan establishes guidelines for conducting efficient, effective, coordinated emergency operations involving all Cotton Resources, the Partner Client and maximization of interoperability.

CONCEPT OF OPERATIONS

The Partner Client is the ultimate authority for the allocation of emergency resources. Cotton contingency services available to the Partner Client will include, but are not limited to:

*Business Continuity Planning
Catastrophe Management
Restoration/Recovery Services
Environmental Response
Debris Management/Services*

*Catastrophe Consulting
Emergency Response/Management
Construction Services/Consulting
Logistics Service
Leader Involvement*

OPERATIONAL LINES OF EFFORT

Cotton and the Client Partner will establish four specific times to assist in the implementation of a disaster recovery plan:

Preparedness

The continuity planning phase is a period of time during which activities are undertaken by Cotton to increase readiness posture, policies, procedures and incident command systems of the partnership. This includes, but is not limited to, identification of risks that can bring about disasters by conducting risk analysis covering threats to business continuity. Also, this period includes, but is not limited to, pre-disaster assessment of critical infrastructure with emphasis on the vulnerabilities that may affect the likelihood of catastrophic failure for an enterprise.

Response

The reaction phase is a period of time during which notification procedure activities and initial damage and disruption surveys are undertaken. To establish how the contingency plan will be executed following a disaster, it is crucial to evaluate the nature and degree of damage to the enterprise. Cotton then activates response plans and begins to execute contingency actions with the Partner Client.

Mitigation

The mitigation phase starts immediately after the disaster recovery plan has been activated and appropriate teams have been mobilized. The activities of this phase focus on setting in motion the disaster recovery system, reduction of initial damage, and detailed evaluation of the crisis and potential for additional crisis or ancillary risks. The recovery procedure reflects priorities previously analyzed during the activation planning phase.



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Recovery

In the reconstitution phase, activities are undertaken to fully recover the enterprise from disaster, place them back in a pre-loss condition, and return the enterprise operations back to the Partner Client through a complete host of catastrophe management and reconstruction services.

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GLOBAL DISASTER SOLUTIONS

TAB 1

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Cotton Commercial USA, Inc
Address 5443 Katy Hockley Cutoff Rd
City/State/Zip Katy, TX 77493
Telephone No. 877-511-2962
Email Address james@cottonteam.com
Printed Name James Scaife
Title President
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 16/PG 20	Payments	Add: Region 4 ESC shall pay Contractor for all services provided thirty (30) days after receipt of an invoice by Contractor.	
Section 18/ PG 20-21	Audit Rights	Add: This audit right shall not include documentation pertaining to Contractor's costs or any subcontractor's documentation pertaining to cost.	



GLOBAL DISASTER SOLUTIONS

TAB 2



GLOBAL DISASTER SOLUTIONS

Services and Pricing

Services and Pricing

1. Due to the scope, Offerors should provide specific details about the services and products offered in their proposal.

A. Originally founded in 1996 by Pete Bell and Daryn Ebrecht, Cotton built a reputation of excellence that has lasted more than 20 years. Beginning in Houston, Texas, Cotton focused on providing clients in both the public and private sectors a single source solution following damage resulting from isolated incidents and large-scale disasters. Cotton's emphasis on service resulted in the Company's expansion throughout Texas, the United States, and internationally, serving public institutions and corporate businesses, including school districts, colleges and universities, hospitals, and state and local governments, as well as retail, commercial office, manufacturing, and industrial clients.

Now consisting of multiple specialized divisions, Cotton is a leading integrated infrastructure support services company with subsidiaries that conduct business under the Cotton Commercial USA name, including Cotton Construction, Cotton Roofing, Cotton Logistics, and Cotton Culinary brands.

Cotton has been instrumental in the recovery and restoration efforts stemming from the world's most damaging catastrophes of the past two decades, including high-impact weather events and other natural disasters, wildfires, terrorism, vandalism and environmental mishaps. Beyond disasters, Cotton provides comprehensive logistical support solutions and consultation to a host of local and international clients including government agencies, Fortune 500 companies, oil and gas corporations, and private contractors.

Per the RFP Scope, Cotton has the ability and commitment to respond to events and losses where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization and wind damage during a disaster or non-disaster situation. In addition, Cotton specifically can respond and provide all services for both Disaster and Non-Disaster Restoration of Operational Services outlined in the RFP under:

- Restoration Services
- Construction/Reconstruction/Renovation
- Mobile/Lodging and Mobile Command Facilities
- Environmental Response
- Debris Removal

- For Industrial Hygiene Services, Cotton can provide the following services:
 - HVAC system cleaning
 - Indoor air quality management
 - Remediation support
 - Ground water evacuation
 - Project safety supervision (short and long term)
 - Safety assessment and training
 - Prevention program assessment and training



GLOBAL DISASTER SOLUTIONS

Services and Pricing

2. For each service and product, as well as any additional solutions that the Offeror can provide, Offeror shall provide pricing.

A. Cotton utilizes a Time and Materials Method for Restoration services for recording billable items and calculating our invoice. Please see our T&M Rate Sheet. Our employees sign in and out before and after each shift. All time, materials, travel, and equipment usage are tracked with crew sheets that are filled out and reviewed daily, then reviewed again at the end of the project. These log sheets are available to the client during and after the completion of the project, upon request. All reimbursables are tracked through receipts, which are provided as the backup of our invoice. The Project Manager, Project Coordinator and Field Accountant review every project before the client receives the final booklet and invoice.

For Construction Cotton uses Xactimate software for unit cost pricing with a coefficient of 1. When Cotton Construction scopes a job, it does an initial assessment for safety concerns first to make sure there are no hazardous materials, power and gas is shut off and the structure is sound to enter. Cotton will walk a loss determining what needs to be reconstructed and take detailed measurements of each component that needs to be worked on.

Due to the size of the Xactimate files it was not included in the RFP response. However, upon request from Omnia Partners, Cotton can provide log in information to Xactimate. Cotton will be using Xactimate pricing that will adjust for locations by using Zip codes. Also, Cotton will be using the most current Xactimate version as it is actively updated on a regular basis.

If overhead and profit is not accounted for in Xactimate's unit pricing, general overhead will be added to the estimate at a fixed amount not to exceed (1.2) times cost.

It is also standard practice that pictures and/or video be taken as documentation for FEMA and insurance purposes. Pending the size and situation of the project, Cotton will work hand in hand with Region 4 ESC and Omnia Partners to produce invoicing which is suitable per the requirements of the project at hand. Cotton can set up billing procedures on a weekly, bi-monthly, or monthly basis and will adjust accordingly as dictated by the project and client. Cotton will work with Region 4 ESC accounting and procurement teams to assure accurate billing within their system.

Cotton works to uphold all FEMA requirements and has worked multiple projects under the associated requests pertaining to claims and projects requiring this standard. In addition, Cotton routinely works with Risk Mangers, Insurance Brokers and Insurance Adjusters. Cotton will keep all parties to the claim well informed of the progress and status of the claim. Cotton is keenly aware of both FEMA and Insurance Processes, Reports, Invoicing Procedures, and back up paperwork needed to perform and document each project.

Cotton has no hidden costs or fees. Time and Material prices are adjusted once per year and remain consistent throughout the year even during periods of high risk such as Hurricane Season and in areas where devastation may be widespread. There is no "CAT upcharge" pricing.

3. Describe payment methods offered.

A. Cotton accepts ACH Direct Deposit and mailing remittance for standard check.

Please see attached our Payment Sample Invoice with our remit payment by check address and our bank Wire and ACH Instructions included.



GLOBAL DISASTER SOLUTIONS

Services and Pricing

4. Propose the frequency of updates to the Offeror's pricing structure.

A. Our 2019 Time and Materials Rate Sheet is locked in for one year with no increase for CAT losses and is updated every February. Cotton understands that any changes in pricing under this contract will need to be submitted to Region 4 ESC for review and approval.

4. Software used for cost estimating.

A. Cotton utilizes accounting software and IFS that integrates financial and operations data. Cotton utilizes Xactimate for Construction. This integrated systems approach performs functions relevant to accounting, estimating, procurement, production management, property management, reporting and service management. Monthly Sales reports can be generated as required by Region 4 ESC.

5. Describe any discounts offered.

A. Cotton will offer a Quick Pay Discount 2% net 30 days payment.



Exhibit "A" Rate Schedule

I. Personnel Labor Rates:

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full-time employees of Cotton Commercial USA, Inc. ("Cotton USA"), temporary hires employed directly by Cotton USA or personnel secured through subcontracted labor. Rates stated below are per person per hour.

<u>CLASSIFICATION - Management</u>		<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Project Consultant (PCS)		\$150.00	Project Accountant (PA)	\$79.00
Project Coordinator (PC)		\$125.00	Assistant Project Manager (APM)	\$75.00
Project Manager (PM)		\$90.00	Project Administrative (PAA)	\$43.00
Health & Safety Officer (HSO)		\$90.00		
<u>CLASSIFICATION - Restoration</u>		<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Drying / Equipment Technician (DET)		\$65.00	Biohazard, Trauma, Forensic Supervisor (BTFS)	\$105.00
Equipment Operator (EO)		\$57.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$75.00
Restoration Supervisor (RS)		\$55.00	Biohazard, Trauma, Forensic Labor (BTFL)	\$60.00
Resource Coordinator (RC)		\$52.50	Certified Asbestos / Lead Supervisor (AS)	\$75.00
Restoration Technician (RT)		\$42.00	Asbestos Technician / Worker (AT)	\$55.00
General Labor (GLR) - Regional		\$38.00	Mold Remediation Worker (MRW)	\$45.50
General Labor (GL) - Local		\$33.00		
<u>CLASSIFICATION - Construction</u>		<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Electrician (E)		\$125.00	Wallcovering Installer (WPR)	\$57.00
HVAC Technician (HVC)		\$120.00	Masonry (MAS)	\$55.00
Plumber (PLM)		\$120.00	Tile Installer (TIL)	\$55.00
Welder (WLD)		\$95.50	Carpenter - Rough (FNC)	\$54.00
Superintendent (SP)		\$75.00	Drywall (D)	\$53.00
Electrician Helper (EH)		\$65.00	Flooring Installer (FCI)	\$53.00
Trade Supervisor (TS)		\$65.00	Painter (P)	\$53.00
Roofer (RFG)		\$58.50	Acoustic Tile Installer (ACT)	\$48.00
Carpenter - Finish (FNH)		\$57.00	Insulation Technician (INS)	\$48.00

Management Fee (Management of Customer Labor Force) \$3.50 per hour / man

B. Labor Considerations / Provisions:

1. All scheduled rates are per the first 40 hours worked in a week, based on a seven (7) day work week (Monday-Sunday). All hours worked in excess of 40 hours in a week will be billed at (1.5) times the normal rate schedule. Commencement of any new project Friday after 5:00PM are subject to 1.5 times normal rates.
2. All holidays recognized by Cotton Commercial USA, Inc. (" Cotton USA ") will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by Cotton USA, those additional holidays will be billed at (2) times the normal billing rate.
3. Cotton USA response personnel who are placed on stand-by by the Client, either on site or at an offsite location, who remain dedicated exclusively to the Client, will be billed at full rates for a minimum of four (4) hours per day. Lodging and per diem rates will also be billed for all personnel placed on stand-by.

Customer Initials: _____ Cotton Initials: _____



Exhibit "A" Rate Schedule

- 4. Travel time for personnel shall be billed to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.
- 5. The scheduled rates and provisions in Exhibit A (Rate Schedule), take into account Cotton USA's standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, collective bargaining agreements or labor shortage, which would modify Cotton USA standard rates and practices, Cotton USA will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at a fixed rate not to exceed (1.3) times on any and all of the classifications listed above.
- 6. Cotton USA reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by Cotton USA Management and authorized Client Representatives that these services are no longer required.
- 7. Under certain circumstances, Cotton may need to engage additional personnel in the categories listed above. If the cost for these personnel exceeds our listed price, Cotton USA will charge the cost and management and oversight fee at a fixed amount not to exceed (1.3) times cost.

II. EXPENSES / REIMBURSABLE

A. SUBCONTRACT / SPECIALTY WORK:

If a specific need for a particular trade or service, which Cotton USA does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost and a management and oversight fee at a fixed amount not to exceed (1.2) times cost.

B. TRAVEL, LODGING AND PER DIEM

Cotton USA shall be compensated for costs incurred for travel, lodging and per diem costs (" Incidental Costs ") for all workers assigned to the project. All Incidental Costs will be billed at actual cost with a management and oversight fee at a fixed amount not to exceed (1.2) times cost. If actual costs cannot be determined for any reason, such Incidental Costs shall be determined in accordance with the rates set by the United States General Services Administration, the Department of Defense, or the State Department, and the management and oversight fee will be billed at a fixed amount not to exceed (1.2) times cost. Standard Per Diem reimbursement is \$40.00. Due to regional costs, there will be a \$55.00 per diem rate paid to employees for projects in the states of New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, Oregon, Washington, California, Maine, and metro areas of Chicago, Cleveland, Detroit, Lansing, Philadelphia, Toledo and Pittsburgh. If it is necessary to use multiple hotels to house project personnel during a declared State of Emergency, Cotton USA will use the average nightly rate of up to three hotels that house project personnel (Cotton USA and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

C. FREIGHT / TRANSPORTATION FEES

Cotton USA shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost and a management and oversight fee at a fixed amount not to exceed (1.2) times cost.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes (" Taxes ") and any applicable federal, state or local approval, consent, permit, license and/or order fees (" Fees ") incidental to performance of the work. Cotton USA shall be reimbursed for all such Taxes and Fees incurred with respect to the project.

Customer Initials: _____ Cotton Initials: _____



Exhibit "A" Rate Schedule

E. STATE OF EMERGENCY RESOURCE COORDINATION

During a declared State of Emergency (including natural disasters such as hurricanes, tornadoes, floods, etc.), whether pending or existing, Cotton USA may allocate and bill its costs associated with coordinating, resource allocation and resource management in response to the emergency event. In no event will the amount billed to a project exceed 7.5% of the amount billed for all labor, equipment and consumables for that project.

F. BACKGROUND CHECKS / TESTING

Cotton USA shall be reimbursed the cost for any background investigation required of Cotton USA employees or Cotton USA subcontractors beyond the background investigation routinely conducted by Cotton USA. Additionally, Cotton USA shall be reimbursed the cost for any drug testing of Cotton USA employees or Cotton USA subcontractors required to be conducted prior to the commencement of a project.

G. PREMIUM WAGES

Cotton USA when working in and around high cost-of-living areas such as Washington D.C., Los Angeles, New York, Hawaii, Boston, Philadelphia, and internationally, a multiplier of 1.25 will be applied to all listed labor rates in order to account for increased costs. This premium is a fixed amount not to exceed (1.3) times cost.. Any modifications to the multiplier will be submitted and become part of this agreement.

III. DOCUMENT RESTORATION SERVICES

Document drying costs will be determined per job for the following factors:

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

Document Remediation Provision:

Labor, equipment, materials and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in the exhibit.

Customer Initials: _____ Cotton Initials: _____



Equipment

Equipment Description	Unit	Daily
Air Compressor	Ea	\$ 35.00
Barricade Fencing (One Time Charge)	Ft	\$ 0.65
Blower (Gas Powered)	Ea	\$ 25.00
Cart, Tilt / Demolition	Ea	\$ 24.00
Chainsaw	Ea	\$ 35.00
Electrical Dist. Panel (Spider Box)	Ea	\$ 45.00
Extraction Unit (Carpet Cleaning)	Ea	\$ 200.00
Extraction Unit (Electric)	Ea	\$ 175.00
Extraction Unit (Gas Powered)	Hr	\$ 175.00
Extraction Unit, Portable (Gas Powered)	Ea	\$ 300.00
Eye Wash Station	Ea	\$ 25.00
Fall Protection (harness w/lanyard and life line, excludes pulley)	Ea	\$ 26.00
Flex Duct (Includes T's and Y's)	Ft	\$ 1.00
Floor Buffer	Ea	\$ 68.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	Ea	\$245.00
Fogger, Thermal (Gas Powered)	Ea	\$ 95.00
Fogger, ULV / Thermal (Electric)	Ea	\$ 25.00
Four Gas Meter	Ea	\$ 79.50
Fuel Cell/Tank (Truck Mounted or Stand Alone)	Ea	\$ 85.00
Gang Box(Misc. Power Tools)	Ea	\$ 65.00
Generator (less than 10 kw)	Ea	\$ 125.00
Generator 60 kw	Ea	\$ 425.00
HEPA Filtration Unit / Air Scrubber - Large	Ea	\$ 135.00
HEPA Filtration Unit / Air Scrubber - Small	Ea	\$ 85.00
HVAC Diesel Duct Cleaning Truck	Ea	\$ 450.00
HVAC Negative Air Machine	Ea	\$ 155.00
HVAC Air Tool Kit	Ea	\$ 30.00
HVAC Cutting Spray Kit	Ea	\$ 30.00
HVAC Duct Auger	Ea	\$ 95.00
HVAC Duct Sweeper	Ea	\$ 80.00
HVAC Pin Welder	Ea	\$ 75.00
HVAC Video Inspection System	Ea	\$ 255.00
Hydroxyl Deodorization Machine	Ea	\$ 200.00
Ladder(Less than 12')	Ea	\$ 7.00
Ladder(Greater or Equal to 12')	Ea	\$ 11.00
Lumber - 2" x 4" (One Time Charge)	Ft	\$ 0.95
Lumber - Plywood 1/2" (4' x 8' sheet)(One Time Charge)	Ea	\$ 35.00
Lumber - Plywood 3/4" (4' x 8' sheet)(One Time Charge)	Ea	\$ 65.00
Light, Demo / Drop / Stand / String	Ea	\$ 25.00
Manometer, Recording Differential Pressure	Ea	\$ 50.00
Moisture Survey - IR Camera	Ea	\$ 125.00
Moisture Survey - Moisture Meter	Ea	\$ 25.00
Onsite transportation	Ea	\$ 65.00
Ozone Generator	Ea	\$ 120.00

Equipment Description	Unit	Daily
Particle Counter	Ea	\$ 225.00
PPE Package A (3 or less)	Ea	\$ 9.00
PPE Package B (4 or more)	Ea	\$ 15.50
Pump, Sump (2" or less Electric)	Ea	\$ 28.00
Pump, Submersible (3" Electric)	Ea	\$ 248.00
Pump, Trash (3" or Less)	Ea	\$ 95.00
Radio, 2 way – Job site comm.	Ea	\$ 24.00
Respirator Protection (Half/Full Face)	Ea	\$ 16.50
Respirator Protection (PAPR/SCBA)	Ea	\$ 85.00
Rubber Boots	Ea	\$ 3.25
Saw - Kett (Includes Blades)	Ea	\$ 48.00
Scaffolding - Baker's 6'	Ea	\$ 27.00
Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Skid Steer	Ea	\$ 325.00
Sprayer, Airless	Ea	\$ 188.00
Sprayer, Pump	Ea	\$ 8.00
Trailer - Flatbed, Cargo, Reefer	Ea	\$ 150.00
Trailer - Command - AC/Generator included	Ea	\$ 475.00
Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Trash Can	Ea	\$ 7.00
Truck - (Bobtail/Box Truck)	Ea	\$ 150.00
Truck - Pulling/Tractor	Ea	\$ 195.00
Transportation Bus	Ea	\$ 500.00
Vacuum, Anti-Static	Ea	\$ 105.00
Vacuum, HEPA	Ea	\$ 80.00
Vacuum, Wet/Dry	Ea	\$ 25.00
Van, Cargo/Passenger	Ea	\$ 125.00
Vehicle, Truck/Car	Ea	\$ 95.00
Washer, High Pressure (Cold)	Ea	\$ 95.00
Washer, High Pressure (Hot)	Ea	\$ 195.00
Drying Equipment Description	Unit	Daily
Air Mover	Ea	\$ 24.00
Axial Fan	Ea	\$ 28.00
Air Mover, Wall Injection	Ea	\$ 27.50
Injection Drying Machine/Manifold	Ea	\$ 145.00
Air Blower, Industrial High CFM	Ea	\$ 85.00
Refrigerant Dehumidifier - LGR	Ea	\$ 150.00
Desiccant DH Unit - 750cfm	Ea	\$ 425.00
Desiccant DH Unit - 4500-6000cfm	Ea	\$ 1,460.00
Desiccant DH Unit - 9000-10000cfm	Ea	\$ 2,380.00
Desiccant DH Unit - 12000cfm	Ea	\$ 2,850.00
Desiccant DH Unit - 15000cfm	Ea	\$ 3,850.00
DX Unit 1-2 ton - Portable	Ea	\$ 225.00
DX Unit 20/25 ton	Ea	\$ 1,029.00

Equipment Rental Considerations:

1. Unscheduled Rental Equipment

For equipment not listed that is rented for the project by COTTON the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee at a fixed amount not to exceed (1.2) times cost.

2. Unscheduled Purchased Equipment

If special equipment not listed above is purchased for the project, the daily rental shall not exceed 5% of the purchase price.

3. Scheduled Rental Equipment

Under certain circumstances, Cotton may need to rent equipment listed on the Rate Schedule. If the rental for this equipment exceeds our listed price, Cotton will charge the rental rate and management and oversight fee at a fixed amount not to exceed (1.2) times cost.

4. PPE Package

Three or more of the following items must be used to warrant charge per day, per person: Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

5. Weekly Rental Rates - Equipment

Equipment (LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, Air Movers, and Vehicles) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumable's associated with specified equipment will be billed separately (i.e. filters, fuel, etc.).

Customer Initials: _____ Cotton Initials: _____



Consumables

Chemical Description	Unit	Rate	Material Description	Unit	Rate
Alcohol, Isopropyl	Gal	\$ 55.21	Dust Mask	Ea	\$ 3.73
Carpet, Cleaner	Gal	\$ 23.82	Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Carpet, Defoamer	Gal	\$ 48.26	Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Carpet, Deodorizer	Gal	\$ 23.82	Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Cleaner, Glass	Gal	\$ 17.21	Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Cleaner, Glass Spray	Ea	\$ 10.85	Filter, Pre Filter for HEPA Vacuum	Ea	\$ 8.55
Degreaser	Gal	\$ 31.34	Filter, HEPA for Hepa Vacuum	Ea	\$ 357.23
Deodorizing Block	Ea	\$ 7.10	Filter, Blue paper collection bag	Ea	\$ 7.04
Deodorizing Gel	Ea	\$ 69.28	Filter, Rolled Material	Sf	\$ 3.22
Deodorizing Liquid	Gal	\$ 62.79	Filter, Pleated for Neg Air Machine	Ea	\$ 9.85
Deodorizing Odor Crystals	Gal	\$ 84.44	Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.15
Disinfectant / Biocide	Gal	\$ 60.95	Filter, Charcoal for Neg Air Machine	Ea	\$ 28.69
Disinfectant / Biocide Tablet	Ea	\$ 1.44	Filter, HEPA for Neg Air Machine	Ea	\$ 259.80
Disinfectant / Bleach	Gal	\$ 7.04	Filter, Pleated for Phoenix 200	Ea	\$ 7.40
Floor Stripper	Gal	\$ 69.28	Filter, Pleated for Phoenix 300	Ea	\$ 16.24
Floor Wax	Gal	\$ 80.11	Furniture Blankets	Ea	\$ 27.06
Remover - Adhesive	Gal	\$ 78.59	Furniture Blocks	Bx	\$ 73.61
Remover - Goof Off	Ea	\$ 29.59	Furniture Pads	Bx	\$ 126.65
Remover - Mastic (Odorless)	Gal	\$ 23.82	Gloves, Cut Resistant	Pr	\$ 14.51
Thermo Fog	Gal	\$ 129.90	Gloves, Surgical Latex	Bx	\$ 13.86
Furniture Polish	Ea	\$ 10.55	Gloves, Work / Rubber / Leather	Pr	\$ 3.57
Lubricant, Machinery			Hog Rings	Bx	\$ 36.26
Preserver - Light	Gal	\$ 49.15	Inventory Tags	Bx	\$ 46.55
Long Term Preserver - Heavy	Gal	\$ 61.05	Mop Heads	Ea	\$ 8.40
Stainless Steel Cleaner	Ea	\$ 15.98	Pads, Floor Buffer - Round	Ea	\$ 10.85
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67	Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Sealant - Encapsulant, Duct	Gal	\$ 84.44	Plastic Sheeting (20' x 100') 6 mil	Rl	\$ 151.55
Sealant - Encapsulant, Odor	Gal	\$ 64.80	Plastic Sheeting (20' x 100') 4 mil	Rl	\$ 106.56
Sealant - Encapsulant, Antifungal	Gal	\$ 125.57	Plastic Sheeting (20' x 100') - 6 mil FR	Rl	\$ 214.34
Spray Adhesive	Ea	\$ 5.95	Painters Plastic (.75 mil)	Rl	\$ 47.63
HVAC			PH Quick Test Strips (100 per pack)	Pkg	\$ 31.72
Cleaner, HVAC Coil	Gal	\$ 64.41	Respirator Cartridge	Ea	\$ 21.54
Lock Tight / AirLock (grey)	1/2 Gal	\$ 44.92	Scrub pads 6 X 9 (20 per box)	Bx	\$ 42.76
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93	Sleeves, Cut Resistant	Pr	\$ 10.15
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20	Sponges, Soot Removal	Ea	\$ 2.25
18" x 18" Precut Sheet Metal	Ea	\$ 15.16	Spray Bottle w/ Trigger	Ea	\$ 4.22
Material Description	Unit	Rate	Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.20
Bags, Trash	Rl	\$ 32.31	Tape, Asbestos(Danger)	Rl	\$ 20.57
Bags, Trash Environmental - 6ml	Rl	\$ 151.01	Tape, Caution	Rl	\$ 14.07
Bags, Glove 44" x 60"	Ea	\$ 14.33	Tape, Duct(Teal)	Rl	\$ 12.09
Bags, Glove 60" x 72"	Ea	\$ 23.82	Tape, Duct(Grey)	Rl	\$ 8.30
Bags, Glove 66" x 84"	Ea	\$ 43.85	Tape, Double Sided (Containment)	Rl	\$ 34.64
Brown Paper	Rl	\$ 114.75	Tape, Blue / painters	Rl	\$ 13.53
Box, Book / Freeze Dry	Ea	\$ 3.25	Tape, HVAC (Aluminum)	Rl	\$ 28.69
Box, Dish Pack	Ea	\$ 6.25	Tape, Box (Clear)	Rl	\$ 5.41
Box, Picture	Ea	\$ 18.60	Tape, Box (Brown)	Rl	\$ 18.54
Box, Wardrobe	Ea	\$ 42.00	Tarps	Sf	\$ 0.26
Carpet mask 36" x 200'	Rl	\$ 86.02	Tyvek Suits - General / Mold	Ea	\$ 6.83
Containment Boom	Ea	\$ 36.81	Tyvek Suits - Chemical / Forensic	Ea	\$ 15.34
Floor Protectant, Ram Board	Rl	\$ 97.32	Wipes, Cotton Cloth	Lb	\$ 4.06
Paper, Corrugated	Rl	\$ 140.73	Wipes, Kitchen Towel	Lb	\$ 5.22
Brush, Wire	Ea	\$ 4.55	Wipes, Lint Free / Anti Static	Bx	\$ 36.81
Brush, grout	Ea	\$ 1.62	Wrap, Bubble / Anti Static(Small)	Rl	\$ 256.55
Brush, Long Handle / Scrub	Ea	\$ 11.58	Wrap, Bubble / Anti Static(Large)	Rl	\$ 99.37
Disposable Decontamination Chamber, Single/Dual Room	Ea	\$ 192.33	Wrap, Shrink	Rl	\$ 37.56
Disposable Decontamination Chamber, Three Room	Ea	\$ 411.35	Zippers	Ea	\$ 12.75

Material Rate Considerations:

1. Unscheduled Materials

For materials not listed above, that are purchased for the project by COTTON, the rate invoiced to the Customer will be the rate charged to COTTON and management and oversight fee at a fixed amount not to exceed (1.2) times cost.

Customer Initials: _____ Cotton Initials: _____



Cotton Commercial USA, Inc.
5443 Katy Hockley Cutoff Road
Katy, TX 77493
713-849-9300

**BBVA COMPASS
WIRE AND ACH INSTRUCTIONS
FOR**

Customer Name: Cotton Commercial USA, Inc. – Deposit Collection Account

Tax ID Number: 20-2702810

Customer Address: 5443 Katy Hockley Cutoff Road, Katy, Texas 77493

Customer Account Number: 6753009092

BBVA Compass Routing & Transit Number: 113010547

BBVA Compass Swift Number: CPASUS44

BBVA Compass Address: 2200 Post Oak Blvd, Houston, TX 77056 (713) 966-2383



Name
Company
Address
City, State, Zip

Date:
Invoice #:
Terms: Upon Receipt
Fed Id: 20-2702810

Re: Construction **Last day worked**
Contract amount

SUBTOTAL	\$	-
SALES TAX	\$	-
TOTAL DUE AND PAYABLE	\$	-

THE ABOVE CHARGES ARE CONSISTANT WITH THE SERVICES PERFORMED BY COTTON COMMERCIAL USA
IN ACCORDANCE WITH THE SCOPE OF THE PROJECT

Any queries regarding this invoice should be sent to us within ten days of receipt of this
invoice otherwise we will expect prompt payment under our Invoicing and Payment Terms.

All expenses received after final billing will be invoiced at a later date

*****Please include the invoice number on check*****

***For questions concerning your account, Please contact:
at 1-877-511-2962***

Please remit payment by check to:
Cotton Commercial USA Deposit Collections
MSC #500
PO Box 1265
Houston, TX 77251-1265

Please remit payment by Wire/ACH to:
BBVA Compass
Account Name: Cotton Commercial USA Inc.
Account Number: 6753009092
ABA: 113010547
Swift Code: CPASUS44



GLOBAL DISASTER SOLUTIONS

TAB 3



Performance Capability

Performance Capability

1. Provide National Response Capability.

A. Please see attached Cotton Footprint Map which includes Cotton Response Locations and First Responder locations. From our closest regional facility or strategic partner location and qualified 1st responder, Cotton will provide needed services, equipment, and supplies that are essential to begin mitigation services. Supported by surrounding Cotton locations and suppliers acting as a “force multiplier” Cotton will begin allocating needed assets and resources. Within 15 minutes, Cotton will contact the designated Region 4 ESC representative to obtain a detailed assessment of damaged locations. Simultaneously, Cotton’s internal operations team will begin to prepare for deployment and transportation of needed assets and resources to the appropriate Region 4 ESC location. Our Cotton designated project coordinator / manager will be in constant communication with the Region 4 ESC team, advising detailed time lines, procedures, and scope of services needed to properly mitigate the property damage.

Cotton maintains a strong and cohesive network on a national basis due to the expansive day-to-day work generated in the Restoration Industry. We utilize a combination of over 20 years of work with our strategic partners and our internal Human Resources and Recruiting Departments to both maintain past relationships and quickly and efficiently acquire additional assets and personnel. Cotton allocates a substantial amount of time and effort to further bolster our capabilities by actively maintaining contact with our entire network on a regular basis throughout each year.

Cotton will be able to market nationwide through our Pardot marketing software which will allow us to reach out to clients nationwide via email informing them on the contract and attaching marketing material to educate clients on the services we provide. In addition, Cotton has National Business Development representatives who can visit any client who wants to meet face-to-face for presentation. Cotton will track our national marketing campaign contacts through the software Sales Force.

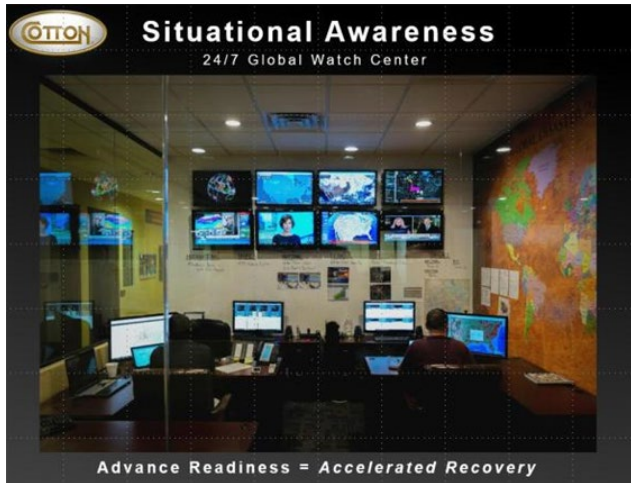
Cotton maintains a 24/7/365 Watch operation that monitors the weather and current events throughout the United States. The Watch’s operational detail consists of monitoring open source data points such as NOAA which provides current storm reports for damaged areas from wind, hail and tornadoes. A second example of weather open data source is Early Alert which identifies Cotton locations and client’s locations for significant weather events (i.e. severe thunderstorms, heat index and any other watch and warning systems). In addition, the Watch also monitors lead sources such as Local and National news outlets, local emergency radios as we listen for dispatches on national storm related events and daily social media.

In further preparation Cotton utilizes our internal Common Operating Picture (COP) to review all property clients associated with the area of concern and communicates with industry partners to properly prepare. Prior to a storm hitting a geographic area, Cotton is fully aware of the known clients in a given geographical location and will work to ensure we can provide emergency mitigation and recovery to ESC properties.



GLOBAL DISASTER SOLUTIONS

Performance Capability



2. Describe how Offeror responds to emergency orders.

A. Once Cotton is notified by Region 4 ESC, within 15 minutes the designated Cotton Project Coordinator (PC) will contact the appropriate Region 4 ESC representative with information including onsite arrival time and initial personnel quantities. Within 1-4 hours, Cotton professionals (to include management and operations personnel) will be onsite to begin mitigation services and damage assessments. Cotton has regional strategic partners, with public entity experience to provide internal and dedicated labor, assets, and resources to simultaneously assist Region 4 ESC as a priority client under the direct control of Cotton.

Cotton houses and maintains over 10,000 pieces of restoration and emergency response equipment which include pressure washers, foggers, dehumidifiers, desiccants, consumables, air movers, carpet cleaners, HEPA-vacuums, etc. which are strategically placed for use on a day-to-day basis. Equipment and material resources utilized by Cotton beyond our standard capabilities are supplied through select nationwide companies which have the ability and capacity to service locations by either direct delivery to a project or directly to Cotton's local warehouse within a short timeframe. Cotton partners with first-rate companies and we have developed a long-standing relationship that allows excellent response time from our equipment and material suppliers. In addition to relying on our strategic partners, Cotton will place large scale equipment on rent prior to an expected catastrophic event to ensure our clients are serviced when required. See our National Contract providers below.

- Sunbelt Rentals Equipment Rental
- United Rentals Equipment Rental
- Herc Rentals Equipment Rental
- One Source Labor
- HDME Labor
- Abatix Consumables
- Aramsco Consumables

3. Describe Offeror's ability to meet service and warranty needs.

A. For both Region 4 ESC and Cotton, reputation is the key element for guests and clients. Trust and dependability are cornerstones in the service industries. That's why Cotton has dedicated an entire department to our industry-leading, multi-level warranty program. These include but are not limited to:



Performance Capability

Level 1: During the first-year, coverage is provided by Cotton's one-year limited warranty, plus any applicable manufacturers' warranties.

Level 2: A two-year mechanical systems warranty covers plumbing, electrical, air conditioning and heating systems.

Level 3: If any manufacturer's defects related to the project are discovered by Region 4 ESC, Cotton will act as the representative to have these issues addressed.

Cotton's Quality Assurance (QA) process outlines policies and procedures that prevent mistakes and/or provide oversight avoiding problems when delivering solutions or services to customers. Cotton's quality management is focused on providing confidence that quality requirements will be fulfilled through established policies and procedures. Cotton's two principles included in Quality Assurance are: "Fit for purpose" (the services should be suitable for the intended purpose); and "Right first time" (mistakes should be eliminated). Cotton's QA includes management, services related to production, and an inspection process.

Cotton executes a quality management system which is necessary in order to ensure that the quality-related requirements towards the individual project steps are satisfied equally for every project conducted. This quality management system is comprised of the following:

- Quality Assurance (Decision-Making Competence)
- Staff Training and Additional Training
- Level of Training (Depending on Functions / Duties)
- Project-related Training Measures
- Internal Communication of Data Protection
- Documentation of Staff Training
- Storage and Security of Project and Research Records
- Product Liability
- Confidentiality



Performance Capability

4. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Cotton will provide services associated with the current requirements of this RFP and prioritize Region 4 ESC in both day-to-day restoration requirements and in the event of a disaster or catastrophic situation. Cotton will work to partner with Region 4 ESC to monitor and provide situational awareness updates and maintain clear and concise communication on pending weather events which may pose a threat to locations associated with the Region 4 ESC portfolio.

Planning and communication with clients at the inception of our partnership will allow both teams to set the parameters on how they would like to be communicated with and to whom all communication should be sent to. Cotton provides clients with multiple touch points and will always plan to have 3 forms of communication to include email, cell phone, SMS Text Groups and SAT phone services when required. If any issues arise our executive team will swiftly respond and make sure there is a positive resolution for the client.

5. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments.

A. Upon completion of a project, Cotton personnel will walk the facility with an appropriate point of contact in order to ensure all details and requirements of the loss were performed and completed as portrayed in the previously submitted Scope of Work. The final invoice will be submitted for review with an invoice recap page, detailed daily sheets showing individual labor hours and materials required for the project, and copies of all job specific receipts billed for the loss. In the event required, Cotton will submit further documentation to include actual job sign in sheets, Cotton toolbox safety topics and sign in sheets, photos produced for the project and any additional backup that may be requested for review.

Acceptable payment terms are NET 30 days and invoices paid by ACH Direct Deposit or by check mailed to our remit address. Cotton will offer a Quick Pay Discount 2% net 30 days payment

6. Describe the financial condition of Offeror.

A. Cotton is not currently in default on any loan or financing agreement with any bank, financial institution or other entity. Cotton Holdings financial health is excellent due to a strong balance sheet and will not only be able to meet its short-term financial obligations, but also its long-term financial goals.

7. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

A. www.cottonholdings.com

You will be able to easily access all services we provide for each Cotton division, marketing material, bio information, mission statement and contact us information.



Performance Capability

8. Describe the Offeror's safety record.

A. Cotton is OSHA compliant and follows all the employer responsibilities under OSHA standards to provide a safe workplace. It is Cotton's policy to provide all employees with safe and healthy working environments. To achieve this goal, the cooperation of all Cotton employees is required.

Projects must be completed in the safest manner possible with the safety of employees, the client, the public and property being the highest priority. Shortcuts and procedures that compromise safety will not be tolerated. Safety will not be considered "something to work on" when there is time. All supervisory personnel are expected to conduct their projects always in strict compliance with the federal, local and Cotton's safety regulations. Supervisors can expect full support from management in enforcing the safety program, and the failure of any Cotton employee to comply with the safety program may be subject to disciplinary action, up to and including termination of employment.

Contractors and sub-contractors are expected to follow these requirements as a minimum. The Site Safety Officer (SSO) will conduct regular safety inspection and revise specific requirements as necessary. Cotton maintains an Experience Modification Rate (EMR) of 0.72 which is below the industry average of 1.0. Please see attached EMR letter.

Site Safety Program Objectives: Cotton Site Safety Program has been established to promote safety and minimize risks associated with all Cotton Operations.

The goal of the Cotton Site Safety Program are as follows:

- Incident free and hazard free work environment.
- Substance abuse free workplace.
- Continuous safety training and education to achieve a qualified workforce.
- Achievement of high-level efficiency and quality.
- Creation of a strong safety and health conscious culture in management, field supervision personnel.

9. Include a letter from Offerors bonding agent regarding limits.

A. Please see attached Bonding Letter.

10. Provide any standard agreements Offeror requires Participating Public Agencies sign.

A. Please see attached Template Cotton MSA.



Supplier Response

SUPPLIER RESPONSE

1. Brief history and description of Supplier.

Originally founded in 1996 by Pete Bell and Daryn Ebrecht, Cotton built a reputation of excellence that has lasted more than 20 years. Beginning in Houston, Texas, Cotton focused on providing clients in both the public and private sectors a single source solution following damage resulting from isolated incidents and large-scale disasters. Cotton's emphasis on service resulted in the Company's expansion throughout Texas, the United States, and internationally, serving public institutions and corporate businesses, including school districts, colleges and universities, hospitals, and state and local governments, as well as retail, commercial office, manufacturing, and industrial clients.

Now consisting of multiple specialized divisions, Cotton is a leading integrated infrastructure support services company with subsidiaries that conduct business under the Cotton Commercial USA name, including Cotton Construction, Cotton Roofing, Cotton Logistics, and Cotton Culinary brands.

Cotton has been instrumental in the recovery and restoration efforts stemming from the world's most damaging catastrophes of the past two decades, including high-impact weather events and other natural disasters, wildfires, terrorism, vandalism and environmental mishaps. Beyond disasters, Cotton provides comprehensive logistical support solutions and consultation to a host of local and international clients including government agencies, Fortune 500 companies, oil and gas corporations, and private contractors

2. Total number and location of sales persons employed by Supplier.

Cotton currently employs 465 full time employees across all service lines. Below is a breakdown of staff related to Cotton's core restoration and construction service division.

Divison	Position	Quantity
Holdings	Executive Management	13
Holdings	Safety Managers & Supervisors	11
Holdings	Accounting / Finance	13
Global Disaster Solutions	First Response	8
Global Disaster Solutions	Business Development	10
Restoration Division	Division Management	7
Restoration Division	Project Coordinator	13
Restoration Division	Project Manager	21
Restoration Division	Assistant Project Manager	34
Restoration Division	Supervisor	73
Restoration Division	CDL	3
Construction Division	Division Management	3
Construction Division	Project Coordinator	11
Construction Division	Project Manager	21
Construction Division	Assistant Project Manager	5
Logistics - Deployable Facilities	Management	7
Culinary - Emergency Food Services	Management	5



Supplier Response

3. Number and location of support centers (if applicable) and location of corporate office.

Cotton Commercial USA, Inc.- Corporate Office
5443 Katy Hockley Cutoff Rd.
Katy, TX 77493
24/7 Response: 877-511-2962

In 2019 and at any given time during a normal response year Cotton manages 1,000 to 1,300 employees not including temporary labor forces assigned. Locations can be found at <https://cottonholdings.com/our.locations>

Main locations include but are not limited to:

- Katy, Texas (HQ)
- Dallas, Texas
- Midland, Texas
- Pecos, Texas
- Karnes City, Texas
- Panama City Beach, Florida
- Atlanta, Georgia
- Ft. Lauderdale, Florida
- Conway, South Carolina
- Lake Charles, Louisiana
- San, Juan, Puerto Rico
- Cabo San Lucas, Mexico

4. Annual sales for the three previous fiscal years.

Cotton Commercial USA, Inc annual sales for each of the previous fiscal years is \$100M (+).

5. Submit FEIN and Dunn & Bradstreet report.

Cotton is a corporation. Cotton has provided disaster restoration services under the Cotton brand since 1996 when the company was founded (first as "Cotton Restoration"). Cotton has provided the same services under the new entity name, Cotton Commercial USA, Inc. since October 16, 2007. Cotton CEO is Pete Bell. The federal employment identification number for Cotton is, 20-2702810.

Cotton Holdings, Inc. and its direct subsidiaries including Cotton Commercial USA, Inc., is a privately held company. Cotton Commercial USA, Inc., considers its financial information to be confidential and proprietary, and this information is not disclosed publicly. Cotton Commercial USA, Inc., will make this information available upon the execution of a non-disclosure agreement and executed contract.



Supplier Response

6. Describe any green or environmental initiatives or policies.

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative. For example, Cotton insures metal roofing that is damaged and being replaced is hauled off by certified recycling waste management operators.

In addition, Cotton is LEED certified for Green Buildings practices. Please see attached LEED certification. Cotton upon request by client will use materials and supplies that are above current environmental building code standards.

7. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Cotton will make a good faith effort pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses) goals to the best of our ability when allowed time to meet the requirements of submitting appropriate bids. For example, we have a growing base of supplier diversity providers and have been extremely effective on multiple projects at Texas A&M University reaching a supplier diversity goal of 34%. Cotton has successfully reached supplier diversity goals by utilizing vendors for flooring, abatement, electrical and mechanical, slab x-raying and coring companies. As an added addition to our bid process, Cotton has begun providing RFP submittals within our bids allowing supplier diversity vendors associated with contracting programs to participate and actively work with Cotton.

Our objectives include:

- Actively seeking out certified diverse suppliers that can provide competitive, high-quality services whose business model is aligned with our business strategy.
- Ensuring the inclusion of diverse suppliers as a part of our strategic sourcing and procurement process.
- Communicating the value of supplier diversity both internally and externally to all stakeholders.
- Leveraging our supplier diversity results to meet our clients' supplier diversity requirements.

8.. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Cotton does not have certifications. However, Cotton is a privately held company in which many of our equity owners are also employees. Senior owners and leaders comprised of African Americans, Hispanics, Women and Military Veterans are ownership stakeholders.



Supplier Response

9.. Describe how supplier differentiates itself from its competitors.

Cotton prides itself being client focused when it comes to restoration, construction, project management, integrated services and culinary/logistical services. Cotton understands Region 4 ESC requirements for rapid business continuity recovery. Cotton can effectively bring Disney operations back online through utilization of turnkey solutions, which promote efficiency, transparency, cost savings and consistent quality throughout each phase of Region 4 ESC emergency service requests.

Cotton maintains a 24/7/365 Watch operation that monitors the weather and current events throughout the United States. The Watch's operational detail consists of monitoring open source data points such as NOAA which provides current storm reports for damaged areas from wind, hail and tornadoes. A second example of weather open data source is Early Alert which identifies Cotton locations and client's locations for significant weather events (i.e. severe thunderstorms, heat index and any other watch and warning systems). In addition, the Watch also monitors lead sources such as Local and National news outlets, local emergency radios as we listen for dispatches on national storm related events and daily social media.

10. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

From time to time, Cotton Commercial USA, Inc. is a party to litigation in the ordinary course of business. Cotton Commercial USA, Inc. is not now, nor during the past 5 years has it been a party to litigation that would materially affect its business, financial condition or operating results.

No Cotton is not currently in default on any loan or financing agreement with any bank, financial institution or other entity. Cotton Holdings financial health is excellent due to a strong balance sheet and will not only be able to meet its short-term financial obligations, but also its long -term financial goals. Cotton is a privately-owned company and is not for sale. Cotton is not involved in any transaction to become acquired by any other business entity.

11. Felony Conviction Notice: Indicate if the supplier:

Cotton is not owned or operated by anyone who has been convicted of a felony.

12. Describe any debarment or suspension actions taken against supplier.

Cotton does not have any history of any debarment or suspension actions taken against the company.

13. Describe the full line of products and services offered by supplier.

Cotton is a leading infrastructure support services company with subsidiaries that conduct business under the Cotton Commercial USA, such as Cotton Construction, Cotton Roofing, Cotton Logistics and Cotton Culinary brands. Cotton Restoration division will be responsible for providing restoration services to Region 4 ESC.

14. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Cotton is a licensed contractor in all 50 states in the US. Cotton also carries asbestos/lead/mold license in Texas, Florida and Louisiana. Cotton carries HVAC license in Texas as well as roofing designations in



Supplier Response

states that carry a separate license. Cotton is also compliant with national, state and local business license.

15. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Please see attached Cotton Warehouse locations which included each address, warehouse size, office size and number of operational equipment at each warehouse.

16. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Cotton agrees to provide its logo to Omnia Partners and provides permission for reproduction in marketing communication and promotions.

17. Describe how this contract benefits you and your customer?

When you negotiate services with a client the process can take time. Working with Omnia Partners all parties can reduce time and reduce business interruption by settling first on a master services agreement.

18. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Note – Non- CAT Event day to day. If CAT event in year one [1] -three [3] dollars amount TBD

\$1MM (+) year one
\$1MM (+) year two
\$1MM (+) year three

19. Describe the capacity of your company to report monthly sales through this agreement.

Cotton utilizes software that integrates financial and operations data. This integrated systems approach performs functions relevant to accounting, estimating, procurement, production management, property management, reporting and service management. Monthly Sales reports can be generated as required by Omnia.

20. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector.

Cotton confirms we will be proactive in direct sales of services to Public Agencies nationwide and timely follow up on leads by Omnia Partners.

21. Confirm Supplier will train its national sales force on the Master Agreement.

Cotton confirms we will train its national sales force on the MSA.



Supplier Response

22. Explain how your company plans to partner with Omnia to educate members on your services and market this agreement to new and existing government customers.

Cotton working with Omnia plans on executing a cooperative marketing strategy. It's more time efficient and cost-effective to band together and cross-promote services. For Omnia clients, cooperative marketing can be highly convenient- as well as economically efficient for the businesses pooling their resources together.

23. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Non -Applicable

24. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes: Please see attached Bios

- a. Contract Management - Vice President Parker Baker
PARKER BAKER
VICE PRESIDENT
COTTON GDS
Office: 877-511-2962
Mobile: 281-932-3017
parkerb@cottonteam.com
- b. Partnering Support for Training and Joint Marketing - Vice President Parker Baker
- c. Financial Reporting - Executive Director Tres Hurst
- d. Executive Support - Executive Director Tres Hurst

Type	Atlanta	Austin	Houston	Dallas	Ft. L	College St.	Conway	PCB
Air Comp. Portable	2	2	6	10	2	2	3	3
Air Movers Fans	173	107	578	2263	123	63	265	16
Backhoe	0	0	0	0	0	0	0	0
Dump Truck	0	0	0	0	0	0	0	0
Generator	2	2	6	12	2	2	2	2
Ozone	3	1	3	2	1	1	1	1
Vans	1	1	9	0	1	1	1	0
Wet/dry vacuum	11	16	90	252	24	13	44	4
Air Comp. (stationary)	0	0	0	0	0	0	0	0
Automobiles	0	0	0	0	0	0	0	0
Dehumidifier	58	44	262	787	32	39	100	5
Flat Beds	2	4	21	25	4	1	6	0
Other	0	0	0	0	0	0	0	0
Pickup Trucks	2	1	10	3	1	0	3	1
Water Extraction Unit	6	8	16	82	12	5	17	4

Facility Information

Full Street required for location of your office and/or warehouse.

Cotton Commercial USA, Inc. - Atlanta ID# 5205

Facility Name	Facility Location Full Street address	Office Sq. Ft		Warehouse sq ft		Showroom	
		Own	Lease	Own	Lease	Own	Lease
Atlanta	8180 Industrial Ave. Alpharetta, GA 30004		1800		4100	0	0

Facility Information

Full Street required for location of your office and/or warehouse.

Cotton Commercial USA, Inc. - Austin ID# 5208

Facility Name	Facility Location Full Street address	Office Sq. Ft 690		Warehouse sq ft 6,000		Showroom	
		Own	Lease	Own	Lease	Own	Lease
Austin Office	16950 IH 35 Buda, TX 78610		X				
Austin Warehouse	16950 IH 35 Buda, TX 78610		X		X		

Facility Information

Full Street required for location of your office and/or warehouse.

Cotton Commercial USA, Inc. - Dallas ID# 5204

Facility Name	Facility Location Full Street address	Office Sq. Ft		Warehouse sq ft		Showroom	
		Own	Lease	Own	Lease	Own	Lease
DFW Offices	8400 John W Carpenter Fwy Dallas, TX 75247		11,680 sq ft				
DFW Warehouse	8500 John W Carpenter Fwy Dallas, TX 75247				52,252 Sq ft		

Facility Information

Full Street required for location of your office and/or warehouse.

Cotton Commercial USA, Inc. - Houston ID# 4986

Facility Name	Facility Location Full Street address	Office Sq. Ft		Warehouse sq ft		Showroom	
		Own	Lease	Own	Lease	Own	Lease
Cotton Commercial USA, Inc	3010 Claymoore Park Dr. Houston, TX 77043		6500		4700		1500

Facility Information

Full Street required for location of your office and/or warehouse.

Cotton Commercial USA, Inc.

Facility Name: South Carolina Warehouse

Facility Name	Facility Location Full Street address	Office Sq. Ft		Warehouse sq ft		Showroom	
		Own	Lease	Own	Lease	Own	Lease
South Carolina	2939 Highway 65 Building 2 Conway, SC 29526		800 ft2		6100 ft2		n/a

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cotton Commercial USA, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5443 Katy Hockley Cut-Off Road

6 City, state, and ZIP code
Katy, TX 77493

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	7	0	2	8	1	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1/3/20**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



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Search inquiry: Cotton Commercial Usa, Inc. / Katy / TX / 77493 / (My company)

ProfilePlusSM Report

as of: 02/22/18 18:09 ET

Cotton Commercial Usa Inc

Address:	14345 Freeway Houston, TX 77040 United States	Business Type:	Corporation
Website:	www.cottoncompnaies.com	Experian File Established:	April 2004
Experian BIN:	930828564	Experian Years on File:	14 Years
Agent:	Capitol Corporate Services, Inc.	Years in Business:	More than 14 Years
Agent Address:	206 E 9TH Street Suite 1300 Austin, TX	Filing Data Provided by:	Texas
Family Linkage:		Date of Incorporation:	10/16/2007
Ultimate Parent	Cotton Holdings, Inc Katy, TX United States		
Parent / Headquarters	Cotton Construction, Inc Katy, TX United States		
Branches / Alternative Locations	Cotton Commercial Usa Inc 5443 Katy Hockley Cut Off Rd Katy, TX United States		

Current Days Beyond Terms (DBT):	0	Payment Tradelines (see charts , detail):	56
Predicted DBT for 04/18/2018:	1	Business Inquiries (see summary):	21
Payment Trend Indicator:	Stable	UCC Filings (see detail) (see summary):	10
Lowest 6 Month Balance:	\$52	Businesses Scoring Worse:	12%
Highest 6 Month Balance:	\$2,424,176	Bankruptcies:	0
Current Total Account Balance:	\$2,601,238	Liens (see detail):	8
Highest Credit Amount Extended:	\$2,424,176	Judgments Filed (see detail):	0
		Collections (see detail , summary):	3

FRAUD ALERT MESSAGE: THIS COMPANY IS LOCATED IN AN AREA THAT MAY HAVE BEEN AFFECTED BY HURRICANE HARVEY.

Credit Summary

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Experian Business Credit Score: 13



The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

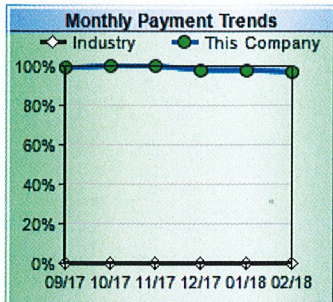
Key Score Factors:

- Average balance of recently delinquent commercial accounts.
- Number of commercial accounts with high utilization.
- Number of commercial collection accounts.
- Balance of delinquent commercial accounts.

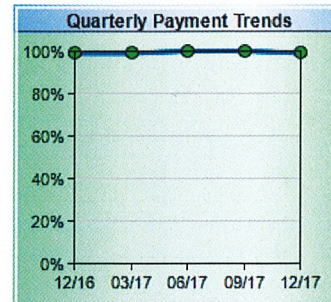
Recommended Action: Medium To High Risk

Payment Summary

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*Percentage of on-time payments by month. (*Industry comparative data not available.)



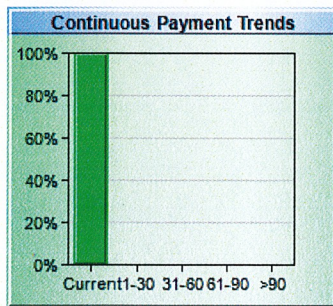
*Percentage of on-time payments by quarter.

Monthly Payment Trends - Recent Activity

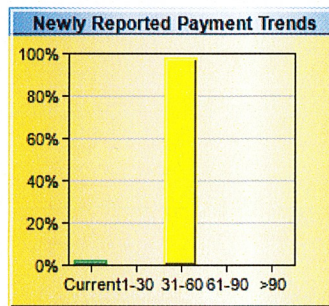
Date	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
09/17	99%	0%	0%	0%	1%
10/17	100%	0%	0%	0%	0%
11/17	100%	0%	0%	0%	0%
12/17	98%	2%	0%	0%	0%
01/18	98%	2%	0%	0%	0%
02/18	97%	2%	1%	0%	0%

Quarterly Payment Trends - Recent Activity

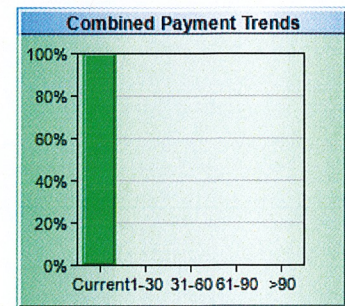
Date	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
12/16	99%	1%	0%	0%	0%
03/17	99%	0%	0%	0%	1%
06/17	100%	0%	0%	0%	0%
09/17	100%	0%	0%	0%	0%
12/17	99%	1%	0%	0%	0%



*Continuous distribution with DBT.



*Newly Reported distribution with DBT.



*Combined distribution with DBT.

Trade Payment Information

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Payment Experiences (Financial Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Auto Rentl	2/08/18		Net 30								
Auto Rentl	2/08/18		Net 30								
Auto Rentl	2/08/18		Net 30	\$11,891	\$11,891						
Fincl Svcs	11/15/17		Revolve	\$16,904	\$16,904						
Fincl Svcs	2/13/18	6/16/16	Mo								
Fincl Svcs	2/09/17	6/16/16	Mo								
Fincl Svcs	2/01/18	1/01/18	Net 30	\$45,608	\$22,264						
Fincl Svcs	2/01/18	1/26/18	Rev	\$39,236	\$6,936						Satisfacto
Leasing	1/04/18		Net 10								
Leasing	1/04/18		Net 10								
Leasing	1/04/18		Net 10								
Leasing	1/04/18		Net 10								
Leasing	1/04/18		Net 10								
Leasing	1/04/18		Net 10								

Tradeline Experiences (Continuous Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Acct Svcs	11/17/17		Varied	\$39,158	\$39,158		100%				
Acct Svcs	12/16/17		Varied	\$17,208							
Bldg Matrl	2/16/18	10/17	Net10th	\$1,316	\$1,316					100%	
Bldg Matrl	12/15/17		2/10N30	\$26							Cust 11 Yr
Bldg Matrl	2/02/18	10/30/15	Various	\$24,123							

Bldg Matr	2/03/18	1/31/18	Other	\$127,801	\$117,794	100%	\$1	\$77
Communicn	12/01/17		Varied	\$156	\$156	45%	55%	
Communicn	10/01/17		Varied	\$116	\$116		100%	
Communicn	12/01/17		Varied	\$52				
Constructn	2/03/18		Net 30	\$16,495				
Constructn	2/03/18		Net 30	\$76,014				
Constructn	2/03/18		Net 30	\$297,881				
Constructn	2/03/18		Net 30					
Constructn	2/03/18		Net 30					
Constructn	2/03/18		Net 30					
Constructn	2/03/18		Net 30					
Constructn	2/03/18		Net 30					
Constructn	2/03/18		Net 30	\$7,741				
Constructn	2/03/18		Net 30	\$34,284	\$34,284	100%		
Constructn	2/03/18		Net 30	\$27,062	\$9,091	100%		
Distributr	1/31/18	8/27/13	Net 30	\$1,041				
Distributr	1/31/18	8/08/16	Net 30					
Indus Supl	11/14/17		Other	\$930	\$930	2%		98%
Indus Supl	2/15/18		Other	\$115	\$115	100%		
Indus Supl	2/02/18	7/10/17	Other					
Lumbr&Wood	2/13/18	2/18	Net 10	\$114,664	\$82,897	90%	3%	7%
Packaging	12/31/17		Net 30					
Services	2/01/18	2/18	Net 30	\$2,424,176	\$2,355,469	100%		

Cust 02 Yr
Cust 15 Yr

Additional Tradeline Experiences (Aged Trades)

Supplier Category	Reported Date	Activity Date	Payment Terms	Recent High Credit	Balance	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT	Comments
Acct Svcs	5/16/17		Varied	\$26	\$9,843					100%	
Bldg Matr	3/04/15		2/10N30	\$12,343	\$1,229					100%	Cust 01 Yr
Bldg Matr	2/05/16		2/10N30								
Communicn	8/01/16		Varied	\$742							
Communicn	9/01/15		Varied								
Contractor	10/13/16			\$8,653	\$8,653	100%					
Distributr	6/14/16	5/19/15	Varied								
Elec Contr	5/18/17		Roi								
General	3/01/15		N10prxo								
Packaging	8/06/15		Net 30								

Inquiries

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Summary of Inquiries

Supplier Category	02/18	01/18	12/17	11/17	10/17	09/17	08/17	07/17	06/17
Bldg Matr	0	1	0	0	0	0	0	0	1
Cred Card	0	0	0	0	2	0	0	0	0
Disposal	0	0	1	1	0	0	2	0	0
Elec Suplr	0	0	0	0	1	0	0	0	0
Equipment	0	0	0	0	0	0	0	0	1
Equip Leas	0	1	0	0	0	0	0	1	0
Factor	0	0	0	0	0	1	0	0	0
Finance	0	0	0	0	0	1	0	0	0
Floor Covr	0	1	0	0	0	0	0	0	0
General	0	0	1	1	0	1	0	0	0
Insurance	0	0	0	0	0	1	0	0	0
Services	0	0	0	0	0	0	1	0	0
Temp Help	0	1	0	0	0	0	0	0	0
Totals	0	4	2	2	3	4	3	1	2

Collection Filings

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Date	Agency	Agency Phone	Status	Closed Date	Amt Disputed	Amt Collected	Comments
03/16	A.G. Adjustments Ltd	631-425-8800	Paid in Full	09/16	\$509	\$509	
08/17	Receivable Management Services	484-242-4000	Paid in Full	11/17	\$2,858	\$2,858	

12/15

Altus Global Trade

800-318-6494

Payment Plan

\$350

\$350

Collections Summary

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Status	Number of Items	Amt Disputed	Amt Collected
Payment Plan	1	\$350	\$350
Paid in Full	2	\$3,367	\$3,367

Judgment Filings

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Date: 08/13/2015
 Plaintiff: Labor Commissioner
 Filing Location: Polk County District Court
 Legal Type: Judgment
 Legal Action: Satisfied
 Document Number: LACL133220
 Liability Amount: \$1,000

Tax Lien Filings

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Date: 10/14/2015
 Owner: State Of Ohio
 Filing Location: Franklin County Common Pleas
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 15JG038475
 Liability Amount: \$11,557
 Description: Other Tax

Date: 10/06/2015
 Owner: State Of Ohio
 Filing Location: Franklin County Common Pleas
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 15JG038415
 Liability Amount: \$5,260
 Description: Other Tax

Date: 10/01/2015
 Owner: State Of Ohio
 Filing Location: Franklin County Common Pleas
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 15JG038475
 Liability Amount: \$11,557
 Description: Other Tax

Date: 10/01/2015
 Owner: State Of Ohio
 Filing Location: Franklin County Common Pleas
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 15JG038415
 Liability Amount: \$5,260
 Description: Other Tax

Date: 03/31/2014
 Owner: State Of Mississippi
 Filing Location: Newton County Circuit
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 52385404
 Liability Amount: \$4,135
 Description: Other Tax

Date: 03/31/2014
 Owner: State Of Mississippi
 Filing Location: Newton County Circuit
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 52385405
 Liability Amount: \$1,033
 Description: Other Tax

Date: 01/10/2013
 Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 67034
 Liability Amount: \$110
 Description: Other Tax

Date: 01/10/2013

Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 67035
 Liability Amount: \$858
 Description: Other Tax

Date: 12/05/2012
 Owner: State Of Alabama
 Filing Location: Montgomery County Judge Of Probate
 Legal Type: State Tax
 Legal Action: Released
 Document Number: B4365P758
 Liability Amount: \$2,325
 Description: Other Tax

Date: 10/15/2012
 Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 67034
 Liability Amount: \$110
 Description: Other Tax

Date: 10/15/2012
 Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 67035
 Liability Amount: \$858
 Description: Other Tax

Date: 06/26/2012
 Owner: State Of Alabama
 Filing Location: Montgomery County Judge Of Probate
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: B4297P843
 Liability Amount: \$2,325
 Description: Other Tax

Date: 05/04/2012
 Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Released
 Document Number: 52027
 Liability Amount: \$9,346
 Description: Other Tax

Date: 03/29/2012
 Owner: State Of Mississippi
 Filing Location: Madison County Circuit
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 52027
 Liability Amount: \$9,346
 Description: Other Tax

Date: 10/07/2011
 Owner: State Of Mississippi
 Filing Location: Newton County Circuit
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 52385404
 Liability Amount: \$4,135
 Description: Other Tax

Date: 10/07/2011
 Owner: State Of Mississippi
 Filing Location: Newton County Circuit
 Legal Type: State Tax
 Legal Action: Lien
 Document Number: 52385405
 Liability Amount: \$1,033
 Description: Other Tax

UCC Filings

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Date: 10/11/2017
 Filing Number: 170034606461
 Jurisdiction: Sec Of State TX
 Secured Party: Compass Bank, As Administrative Agent TX Houston 77056 2200
 Activity: Filed

Date: 10/11/2017
 Filing Number: 1700345565

Jurisdiction: Sec Of State TX
 Secured Party: Alostar Bank Of Commerce, As Lender Ga Atlanta 30326 3630 Pe
 Activity: Terminated

Date: 10/11/2017
 Filing Number: 1700345574
 Jurisdiction: Sec Of State TX
 Secured Party: Alostar Bank Of Commerce, As Lender Ga Atlanta 30326 3630 Pe
 Activity: Terminated

Date: 07/20/2017
 Filing Number: 1700249462
 Jurisdiction: Sec Of State TX
 Secured Party: The Bank Of New York Mellon Trust Compan Ga Atlanta 30338 90
 Activity: Terminated

Date: 10/21/2016
 Filing Number: 160034723107
 Jurisdiction: Sec Of State TX
 Secured Party: DLL Finance LLC Ia Johnston 50131 P.O. Box 2000
 Activity: Filed

Date: 10/01/2015
 Filing Number: 150031684523
 Jurisdiction: Sec Of State TX
 Secured Party: Cit Bank, N.A. FL Jacksonville 32256 10201 Centurion Parkway
 Activity: Filed

Date: 09/20/2013
 Filing Number: 130030049696
 Jurisdiction: Sec Of State TX
 Secured Party: Mitel Leasing, Inc. TX Houston 77064 10603 W. Sam Houston PK
 Collateral: Equipment, Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

Date: 08/09/2013
 Filing Number: 130025599751
 Jurisdiction: Sec Of State TX
 Secured Party: Alostar Bank Of Commerce, As Lender Ga Atlanta 30326 3630 Pe
 Collateral: Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

Date: 08/09/2013
 Filing Number: 130025599872
 Jurisdiction: Sec Of State TX
 Secured Party: Alostar Bank Of Commerce, As Lender Ga Atlanta 30326 3630 Pe
 Collateral: Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

Date: 03/11/2013
 Filing Number: 130007527954
 Jurisdiction: Sec Of State TX
 Secured Party: The Bank Of New York Mellon Trust Compan Ga Atlanta 30338 90
 Collateral: Hereafter Acquired Property, Other Assets (undefined)
 Activity: Filed

UCC Filings Summary

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Filing Period	Cautionary Filings	Total Filed	Total Released	Total Continued	Amended / Assigned
01/01/2018	0	0	0	0	0
07/01/2017	0	1	0	0	0
01/01/2017	0	0	0	0	0
07/01/2016	0	1	0	0	0
01/01/2016	0	0	0	0	0
01/01/2016	4	5	3	0	0

Cautionary UCC Filings include one or more of the following collateral: Accounts, Accounts Receivable, Contracts, Hereafter acquired property, Leases, Notes Receivable, or Proceeds.

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EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(H) 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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ JS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ JS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ JS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ JS _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ JS _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____ Cotton Commercial USA, Inc _____

Address, City, State, and Zip Code: _____ 5443 Katy Hockley Cutoff Rd Katy, TX 77493 _____

Phone Number: _____ 877-511-2962 _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____ James Scaife _____

Email Address: _____ james@cottonteam.com _____

Signature of Authorized Representative: _____  _____ Date: _____ 12-11-2019 _____

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Cotton Commercial USA, Inc

Street: 5443 Katy Hockley Cutoff Rd

City, State, Zip Code: Katy, TX 77493

Complete as appropriate:

I N/A, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I N/A, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

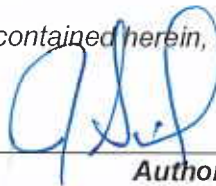
I N/A, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
N/A		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12-12-2019

 **President**

Date

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Cotton Commercial USA, Inc

Street: 5443 Katy Hockley Cutoff Rd

City, State, Zip Code: Katy, TX 77493

State of Texas

County of Harris

I, James Scaife of Katy
the _____
Name City

in the County of Harris, State of
Texas

of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of
Cotton Commercial USA, Inc
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

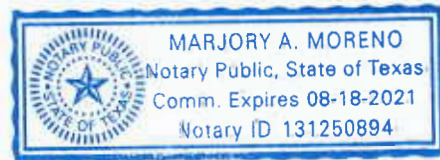
Cotton Commercial USA, Inc
Company Name

James Scaife President
Authorized Signature & Title

Subscribed and sworn before me

this 20 day of December, 2019

Marjory Moreno
Notary Public of Harris County
My commission expires 8-18, 2021



SEAL

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Cotton Commercial USA, Inc
Street: 5443 Katy Huckleberry Cutoff Rd
City, State, Zip Code: Katy, TX 77493

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

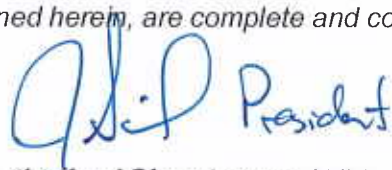
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- X A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12-12-2019
Date


Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.


The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: RFP 19-16 Region 4 ESC **Bidder/Offorer:** Cotton Commercial USA, Inc

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offorer _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offorer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): James Scaife Signature: 

Title: President Date: 12-12-2019



GLOBAL DISASTER SOLUTIONS

Quality Control Plan

Project Number

Project Name

Date

Submitted By

Email Address

Phone

Major Definable Phases of Work

Check all definable features of work and describe how each feature will be accomplished

Construction Activities	Sub-Contractor	Primary Contact
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		



Pre-Construction Meetings

Pre-Construction Meetings are performed prior to the beginning of any major Definable Feature of Work. A meeting is held for each crew performing such feature or when members of the crew change. Pre-Construction Meetings are conducted by the Project Manager and/or designee after a complete review of all applicable plans, specifications, shop drawings and related submittals. A Pre-Construction Meeting Checklist is completed for each Definable Feature of Work and distributed at the meetings. At the Pre-Construction Meeting, the Project Manager and Supervisors (involved in this phase of construction) coordinate with Supervisors, Sub-Contractors, Suppliers and Safety personnel and introduce their plan for accomplishing the work. The client is notified at least 48 hours in advance of the Pre-Construction Meeting. The following items are discussed at each meeting:

1. Review of applicable specifications.
2. Review of applicable plans and shop drawings.
3. Review of related submittals and a check that all related submittals, shop drawings and materials have been tested (if applicable), submitted and approved.
4. Review of the detailed sequence of the execution of the work.
5. Discuss required inspections, testing and frequency.
6. Review provisions to ensure controlled inspection and testing.
7. Examination of the work area to ensure that all required preliminary work has been completed and is in compliance with the plans and/or specifications.
8. Examination of the related material, review of the Material and verification that the items received are in compliance with the contract and are properly stored.
9. Review of the Site Safety Plan to ensure that all safety precautions are met and the required safety equipment has been purchased and is available.
10. Review the document and the workmanship expected for the Definable Phase of Work.
11. Meeting Minutes are recorded and included in the Project Manager's Daily Report.

Initial Inspections

Initial Inspections are performed at the beginning of any Definable Phase of Work and must be repeated at any time new workmen or new crews are assigned to the work or if the required standard of work is not being met. An Initial Phase Checklist is completed for each Definable Phase of Work and distributed at the initial inspection. The same personnel who attended the Pre-Construction Meeting also attend the Initial Inspection. These include the Project Manager, Supervisors, Safety Personnel and the Quality Control Staff. The following is accomplished during these meetings:

1. Review the minutes of the Pre-Construction Meeting and verify that the work complies with the design documents (ie, submittals, specifications and/or shop drawings).
2. Resolve all differences.
3. Verify adequacy of inspection and testing. (if necessary)
4. Establish a level of workmanship and verify that it meets the requirements.
5. Provide documentation of the previous inspection of the work area.
6. Re-examine the work area for compliance.
7. Meeting Minutes are recorded in the Project Manager's Daily Report.



GLOBAL DISASTER SOLUTIONS

Follow-Up Inspections

Follow-Up Inspections are performed daily to ensure that the control established during Pre-Construction Meeting and Initial Inspection continues to provide a product that conforms to the contractual requirements.

1. Construction daily activities are inspected by Project Management in accordance with Quality Control Procedures and documented in the Project Manager's Daily Report.
2. Installation and testing activities which do not comply with the requirements are documented on a Non-Conformance Report.
3. Modifications, repairs and/or replacement of materials and/or parts performed subsequent to Final Inspection require replacement of materials and/or parts installed. Re-inspection and re-testing are required to verify acceptability. Inspection and testing documents are submitted to the client and are filed and maintained in accordance with Quality Control Testing and Verifications.



GLOBAL DISASTER SOLUTIONS

Quality Control Testing and Verifications

PURPOSE

To ensure that tests of the Contractor's and Subcontractor's work is adequately planned and that the necessary testing procedures are available to perform the tests in a satisfactory manner. This procedure establishes the methods to be used when performing the tests listed in the specifications.

TESTING (Onsite, Factory/Offsite)

A list of tests required to verify that control measures are adequate are delineated in the specifications and/or determined upon the completion of the design. The list includes the test name, specification paragraph, feature of work to be tested, the test frequency and the organization's name that will perform the test

FAILED TEST

Failing tests are cleared by one of the following methods:

1. Retest – Retest if there is any doubt that the first test was not adequate.
2. Rework – Re-inspect and re-test.
3. Failed Material – Remove, replace, re-inspect and re-test.

PROCEDURES

1. The Project Manager reviews the testing requirements to ensure that the planned test is in accordance with the design documents: ie, plans, specifications, shop drawings and/or other documents.
2. Instruments used for testing are calibrated in accordance with established calibration procedures. Specialists experienced in such work perform the calibration.
3. Technicians performing tests provide copies of calibration certificates and their field notes and reports to the Project Manager.
4. The Project Manager witnesses all required tests detailed in the design documents (plans, specifications, shop drawings, etc).
5. Cotton or client witnessing of tests does not relieve the Contractor and Subcontractor of their obligation to comply with the requirements of the Contract Documents.



GLOBAL DISASTER SOLUTIONS

Submittals

SUBMITTALS

All submittals shall be reviewed, certified and managed by the Project Manager. Copies of the manufacturer's data (material, equipment, etc.), including catalogue cut-sheets showing dimensions, performance characteristics, capacities, wiring diagrams, schedules, operation and maintenance manuals and any other relevant information are reviewed by the Project Manager. The Project Manager is an authorized submittal reviewer and testing lab report reviewer. One (1) copy of the submittal remains with Cotton and one (1) copy is retained by the client.

Filing of Submittals

Submittals (material, design, data, samples, shop drawings, etc) are filed according to the specification section and paragraph number in a secure place for reference and coordination. Color and mock-up samples are maintained in a secure place at the job site for comparison with the finished product. A tag or sticker identifying the submittal number and the date of approval is attached to the sample. When a color or mock-up sample is not approved, it is labeled as "Rejected" and removed from the job site (if requested). The record is maintained along with a photograph of the disapproved item with a copy submitted to Cotton and the client.

SUBMITTAL REGISTER

The Submittal Register is maintained by the Project Manager. Revised copies of the Submittal Register are provided to the client upon request.

PROJECT MANAGER GUIDELINES FOR PREPARING AND REVIEWING SUBMITTALS:

1. Be familiar with the submittal procedures.
2. Review all of the information attached to the submittal.
3. Ensure that all of the pages associated with the enclosures are attached to the submittal.
4. Thoroughly review the applicable design documents.
5. Ensure the attachments are legible.
6. Direct all questions to the Project Coordinator.
7. Submit a detailed written report pertaining to the review of the submittal in a timely manner to the Project Coordinator.
8. Ensure that the sample received and/or material received complies with the submittal.
9. Notify the Project Coordinator if material is installed without a submittal; then request a submittal.
10. Maintain and file submittals so they are readily retrievable.



Tracking Deficiencies

NON-CONFORMING ITEMS

1. Non-conforming items are those conditions that deviate from the requirements detailed in the specifications, plans and /or shop drawings. The Project Manager is responsible for the control and documentation of non-conforming items.
2. The Project Manager prevents non-conforming items from being installed.
3. Minor non-conforming items, which are corrected in the same day, are documented in the Contractor's "Daily Report."
4. All other non-conformances are documented on a Non-Conformance Report prepared by the Project Manager, sequentially numbered and dated and include the following information, as appropriate:
 - a. Description of the non-conformance including relevant details of the occurrence.
 - b. Identification of material, component or system by part number, plan, shop drawing and/or specification number and intended installation location.
 - c. Source of material or item (name of supplier, owner or subcontractor).
 - d. Current status or item in shop, warehouse, lay-down yard or structure.
 - e. Individual and organization which detected the non-conformance.
 - f. Recommendation for corrective action including sketches, test data and/or repair procedures necessary to substantiate the recommendation.
 - g. Cause of the non-conformance and steps taken to prevent reoccurrence indicating action(s) taken, positions or titles of persons contacted, letters written and/or procedural changes proposed.
5. The Project Manager signs and forwards the Non-Conformance Report to Cotton Management. Copies will be available to the client upon request.
6. Each Non-Conformance Report is recorded on the Project Manager's Daily Report by the Project Manager.
7. Actions to be taken are entered on the Project Manager's Daily Report.
8. Verification of "Corrective Action" (eg, completion of repair) by project management after the work in question has been re-inspected and re-tested. Entries are made in the Project Managers Report.
9. Non-Conformance Reports, logs and documents are filed and maintained. Reports and Records are submitted to Cotton Management and are available to the client upon request..



PROJECT PHASE COMPLETION

INITIAL PUNCH LIST

The Project Manager's Report reports Punch List items (deficiencies) throughout the life of the project and demonstrates that the projects management staff is correcting the deficiency(ies) in a timely manner. An Initial Punch List is developed as a result of initial inspections and then maintained throughout the life of the project. The Punch List is consistently updated and submitted to the Project Manager for corrective actions. Corrections are accomplished within the time stated. The Project Manager performs Follow-Up Inspections to ensure the deficiencies have been corrected before notifying Cotton Management and the client of a Pre-Final Inspection.

PRE-FINAL INSPECTION

After the completion of the Initial Punch List Inspection, the Project Manager and the Client Representative conduct a Pre-Final Inspection and develop a joint "Punch List" of noted deficiencies. The Punch List is formally documented along with the estimated date by which the deficiencies will be corrected. The Project Manager conducts Follow-Up Inspections to ensure that all deficiencies have been corrected before requesting a Final Inspection by the client.

FINAL INSPECTION

Upon completion of the items listed in the Pre-Final Inspection "Punch List," the Project Manager notifies the client prior to the Final Inspection (or as agreed to) with the assurance that all items listed in the Pre-Final Inspection and all other remaining work has been completed and will be acceptable by the date of the Final Inspection.

CERTIFICATE OF COMPLETION

Following the final inspection by the client and Cotton's Project Manager. A Certificate of Completion will be filled out and signed by both parties.

This will outline any outstanding items that could delay final completion or invoicing of the project.



GLOBAL DISASTER SOLUTIONS

Pre-Construction Meeting Checklist

Project Name:		Project Number:	
Trade:			
Date:	Sheet:	Spec. Section:	Page: <u>1</u> of <u>3</u>

PERSONNEL PRESENT	Client Representative Notified? YES <input type="checkbox"/> NO <input type="checkbox"/>		Hours in Advance
	Name	Position	Company/Government
SUBMITTALS	Review submittals and/or submittal register. Have all submittals been approved? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what items have not been submitted?		
	Are all materials on hand? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what items are missing?		
MATERIAL STORAGE	Are materials stored properly? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	If no, what action is taken?		



GLOBAL DISASTER SOLUTIONS

Pre-Construction Meeting Checklist

Project Name:

Project Number:

Trade:

Date:

Sheet:

Spec. Section:

Page: 2 of 3

SPECIFICATIONS	Review each paragraph of specifications.
	Discuss procedure for accomplishing the work.
	Clarify any differences.
PRELIMINARY WORK & PERMITS	Ensure preliminary work is correct and permits area on file.
	If no, what action is taken?
TESTING	Identify test to be performed, frequency and by whom.
	When required?
	Review testing plan.
	Have test facilities been approved?



GLOBAL DISASTER SOLUTIONS

Pre-Construction Meeting Checklist

Project Name:

Project Number:

Trade:

Date:

Sheet:

Spec. Section:

Page: 3 of 3

SAFETY	Site Safety Plan Approved? YES <input type="checkbox"/> NO <input type="checkbox"/>	
	Review Site Safety Plan:	
MEETING COMMENTS	Comments during meeting:	
WORKSHEETS	Worksheets, Reports and Frequency?	
OTHER ITEMS OR REMARKS	Other items or remarks:	
Reported By:	Reviewed By:	Reviewed By:
(Project Manager)	(Project Coordinator)	(Client Representative)



GLOBAL DISASTER SOLUTIONS

Initial Inspection Checklist			
Project Name:		Project Number:	
Trade:			
Date:	Sheet:	Spec. Section:	Page: ___ of ___

No.	Item	Yes	No	N/A
1	Was the trade foreman present?			
2	Material			
a)	Were materials inspected for compliance?			
b)	Were corrective actions taken for defective material?			
c)	Were corrective actions appropriate?			
d)	Were any deviations accepted?			
3	Installation Requirements			
a)	Did work comply with specifications or plans?			
b)	Was workmanship satisfactory?			
c)	Were corrective actions appropriate?			
d)	Were any deviations accepted?			
4	Tests			
a)	Were tests being performed?			
b)	Was testing frequency satisfactory?			
c)	Were test samples or locations appropriate?			
d)	Was testing quality coordinated with Mechanical/Electrical technicians?			
5	Inspections			
a)	Was inspection done by the QC Inspector in the Prep. meeting?			
b)	Was the inspection frequency as established in the Prep. Meeting?			
c)	Were critical inspections satisfactory?			
d)	Was the inspection satisfactory?			
6	Safety			
a)	Was the safety officer present?			
b)	Were the safety requirements followed?			
c)	Were the safety requirements modified?			

Remarks (explanations required for "No" responses and if deviations were accepted):

Reported By: (Project Manager)	Reviewed By: (Project Coordinator)	Reviewed By: (Client Representative)
---------------------------------------	---	---



GLOBAL DISASTER SOLUTIONS

STATEMENT OF WORK COMPLETE

Project Name: _____

Address: _____

Contract Date: _____

Contract No.: _____

Outstanding Items	Status

All work performed by Cotton Commercial USA, Inc. in accordance with the Service Contract and the Scope of work, has been completed to our satisfaction and there is no additional work required. Invoices will be sent to you when available.

Client Representative

Project Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

John Neiser

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.



Shay R. ...

Chairman

June 30, 2009

Date Issued

Peter Tompkins

Peter Tompkins, President

AdvanceOnline Solutions Online Institute

Certificate of Completion

David Keith Benton

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

Course ID A0310

Certificate ID 6745_1174541

Instructor Rick Gleason

Continuing Education Units 3.0

AdvanceOnline Solutions, Inc. is authorized by IACET to offer 3.0 CEUs for this program.

AdvanceOnline Solutions, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.



Date 4/5/2016 11:15:00 AM

Time Online 36:15:58

AdvanceOnline Solutions, Inc.
2400 Augusta Drive, Suite 465
Houston, Texas 77057
www.advanceonline.com
Phone: (713) 621-1100

AdvanceOnline
S O L U T I O N S



TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System



David K. Benton

has successfully completed

Trainer Course in Occupational Safety & Health Standards for the Construction Industry (OSHA 500)

OSHA 25-000105448
Occupational Safety and Health Administration

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an **OSHA Authorized Construction Trainer**

David K. Benton

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

MLC
Director, Directorate of Training and Education

2/10/2021
Expiration Date

31 Hours

February 7 - 10, 2017

Continuing Education Units Earned 3.10

MSH

Gary F. Sera, Director
Texas A&M Engineering Extension Service

Ron Peedy

Ron Peedy, Division Director
Infrastructure Training and Safety Institute

Henry E. Payne

Henry E. Payne, Director
OSHA Training Institute

Board of Certified Safety Professionals

Upon the recommendation of the
Board of Certified Safety Professionals,
by virtue of the authority vested in it,
has conferred on

David K Benton

the credential of

Certified Safety Professional

and has granted the title as evidence of meeting the qualifications and passing
the required examination so long as this credential is not suspended or
revoked and is renewed annually and meets all recertification requirements.

October 4, 2013
DATE ISSUED

24374
CERTIFICATION NUMBER

At David
BOARD PRESIDENT SIGNATURE

Heather M. Steinhausen
BOARD SECRETARY SIGNATURE



Oklahoma State University

College of Engineering, Architecture and Technology
Continuing Education Department
512 Engineering North, Stillwater, Oklahoma 74078
(405) 744-5714

Hereby Certifies That

Keith Benton

58120604

BP America Production Company
1110 West Stoball Road
Wilburton, OK 74578
918-465-2343

Has successfully completed 40 contact hours for

40-HOUR HAZWOPER

On the 12th day of May, 2006 in Stillwater, Oklahoma.

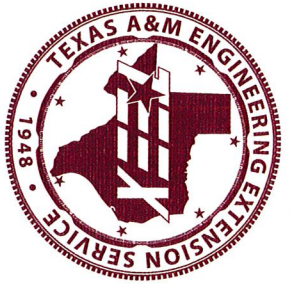


Jim Hanson, CSP, CFEMM
School of Fire Protection and Safety Technology

Clayton L. Moorman

Clayton L. Moorman, Project Manager
CEAT Continuing Education





TEXAS A&M ENGINEERING EXTENSION SERVICE
The Texas A&M University System

David K. Benton

has successfully completed

Occupational Safety and Health Standards for the Construction Industry
(OSHA 510)


31 Hours

October 4 - 7, 2016


Continuing Education Units Earned 3.10



Gary F. Sera, Director
Texas A&M Engineering Extension Service



Ron Peddy, Division Director
Infrastructure Training and Safety Institute



Nick Walters, Director
OSHA Training Institute



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

COTTON COMMERCIAL USA INC
ATTN: MEGAN ENIS
5443 KATY HOCKLEY CUT OFF RD
KATY TX 77493-7008

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Nora Castañeda
Joel Garza
Gary F. Wesson, D.D.S., M.S.

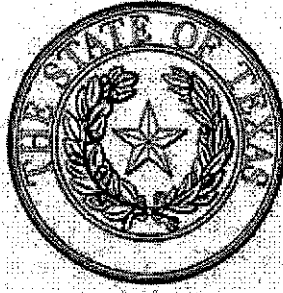
Mold Remediation Company
COTTON COMMERCIAL USA INC

License Number: RCO0162

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: March 07, 2021

Brian E. Francis
Executive Director



Texas Department of State Health Services

COTTON COMMERCIAL USA INC DBA
COTTON, COTTON USA, COTTON RESTORATION

is certified to perform as an


Asbestos Abatement Contractor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 801028

Expiration Date: 02/20/2021

Control Number: 96693


*John Hellerstedt, M.D.,
Commissioner of Health*

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

- ★ Please contact this office immediately if any information on this license is incorrect.

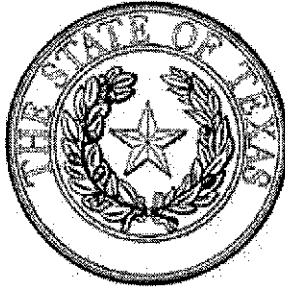
- ★ The license renewal application with all required documents and fee are due every two years BEFORE the anniversary date. Please note that it is the responsibility of the license holder to send a completed renewal application with all required documents and renewal fee before the expiration date, whether a renewal notice is received or not. Failure to submit the completed renewal application with all required documents and fee before the expiration date will result in a late fee and must be submitted before the license will be issued.

- ★ No license or registration may be sold, assigned, or transferred. Any certificates which have been altered may be revoked.

Lic # 801028
COTTON COMMERCIAL USA INC
COTTON, COTTON USA, COTTON RESTORATION
5443 KATY HOCKLEY CUT-OFF
KATY TX 77493



- ★ If you have any questions or desire additional information concerning the application process or this license, please contact the Environmental and Sanitation Business Filing and Verification Unit at (512) 834-6600. In order to serve you better, DSHS would like you to complete the short online survey <https://www.surveymonkey.com/r/RLUsurvey>. The information you provide will assist DSHS in its efforts to continually improve and become more responsive to the needs of its customers. Thank you in advance.



Texas Department of State Health Services

BE IT KNOWN THAT

COTTON COMMERCIAL USA INC DBA
COTTON, COTTON USA, COTTON RESTORATION


is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Certification Number: 2110589

Expiration Date: 02/26/2021


John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 7035

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Licensing: Business and Occupational – State Level

Business Licenses: (Required for Restoration and Construction Services)

Every state requires that any entity conducting business within the state be licensed accordingly, typically with the Secretary of State. These licenses can take the form of foreign business certifications, registrations, licenses, certificates of authority, etc. Cotton is currently registered with all fifty states and the District of Columbia. Where local licenses are required, Cotton obtains on an as needed basis.

Alabama	938-417	Montana	F062703
Alaska	124802	Nebraska	10126168
Arizona*	3007088	Nevada	E0806472006-9
Arkansas	800134286	New Hampshire	618804
California	C3086117	New Jersey	101003189
Colorado	20081083379	New Mexico	4196689
Connecticut	927586	New York	By Co. Name
Delaware	4720118	North Carolina	1192602
District of Columbia	280420	North Dakota	26004600
Florida	F111000001497	Ohio	1876443
Georgia	8013311	Oklahoma	2312244642
Hawaii	40822 F1	Oregon	621576-99
Idaho	C189320	Pennsylvania	3899561
Illinois	66724751	Rhode Island	699146
Indiana	200909040042	South Carolina	By Co. Name
Iowa	386079	South Dakota	FB032404
Kansas	4338745	Tennessee	718236
Kentucky	780988	Texas	By Co. Name
Louisiana	35951777K	Utah	8018632-0143
Maine	20110426F	Vermont	F-29754-0
Maryland	F13192620	Virginia	F185283-1
Massachusetts	202702810	Washington	602947469
Michigan	60171E	West Virginia	99TO6
Minnesota	2715502-4	Wisconsin	C079778
Mississippi	953620	Wyoming	2010-0000593898
Missouri	F00989581		



Licensing: Business and Occupational – State Level

Occupational Licenses: (Construction Services Only)

For the purposes of occupational licenses, requirement of a general contractor licenses varies from state to state. Additionally, requirements vary by the type of work performed by the contractor. Cotton Commercial USA, Inc. primarily performs services for commercial and industrial projects which are reflected in the licensing strategy, and which may conflict with common knowledge of licensing requirements. Where local licenses are required, Cotton will submit filings on an as required basis.

Following is the list of states and current general contractor license status for that state.

Alabama	47087	Nevada	0086202
Alaska	142503	New Hampshire	N/A
Arizona	Future	New Jersey	N/A
Arkansas	218350816	New Mexico	369618
California	1011108	New York	Local GC
Colorado	Local GC	North Carolina	71113
Connecticut	MCO0902908	North Dakota	420052
Delaware	2010600203	Ohio	N/A
Florida	CGC051967	Oklahoma	N/A
Georgia	GCQA004257	Oregon	204212
Hawaii	Future	Pennsylvania	Local GC
Idaho	RCE-48951	Rhode Island	N/A
Illinois	TGC097040	South Carolina	116505
Indiana	Local GC	South Dakota	N/A
Iowa	C112631	Tennessee	70587
Kansas	Local GC	Texas	Local GC
Kentucky	N/A	Utah	Future
Louisiana	42741	Vermont	N/A
Maine	N/A	Virginia	2705-139528A
Maryland	Local GC	Virgin Islands	In Process
Massachusetts	105494	Washington	COTTOCU823NU
Michigan	N/A	West Virginia	In Process
Minnesota	N/A	Wisconsin	Local GC
Mississippi	21411-MC	Wyoming	Local GC
Missouri	Local GC	Puerto Rico	N/A
Montana	Local GC	Mexico	N/A
Nebraska	37324		

May 23, 2019

TO WHOM IT MAY CONCERN:

RE: Cotton Commercial USA, Inc.
Workers' Compensation Experience Rating Modification

Following are the workers' compensation experience modifiers for Cotton Commercial USA, Inc. for five years.

06/01/2015 to 06/01/2016	1.45
06/01/2016 to 06/01/2017	1.15
06/01/2017 to 06/01/2018	.91
06/01/2018 to 06/01/2019	.69
06/01/2019 to 06/01/2020	.72

These experience modification rates have been promulgated by the National Council on Compensation Insurance. Please feel free to contact me at 972-715-6308 if you have any questions.

Sincerely,

Laura Richardson
Willis of Texas, Inc.

January 7, 2019

Cotton Commercial USA, Inc.
5443 Katy Hockley Cutoff Road
Katy, TX 77943

Re: **Cotton Commercial USA, Inc. - Prequalification**

To Whom It May Concern:

Cotton Commercial USA, Inc. is a highly regarded and valued client of Federal Insurance Company, as surety, and Rosenberg & Parker Inc., as agent. Federal Insurance Company is rated A++ (XV) in the Best's Key Rating Guide and listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570). Federal has expressed its willingness to provide bonding support on single projects of \$20,000,000.00 with a total aggregate of \$100,000,000.00.

In accordance with the normal practice, Federal's willingness to extend suretyship will be based on their underwriting of the account at the time bonds are requested.

In addition, we would expect that the execution of any final bonds would be subject to a review of the contract documents by Cotton Commercial USA, Inc. and Federal Insurance Company.

We hold Cotton Commercial USA, Inc. in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,



Matthew J. Rosenberg
Principal

MJR/dmb

cc: Matthew Pierce, Federal Insurance Company
Brian Wagenheim, Federal Insurance Company



Cotton Footprint



Legend:

-  First Responders
-  Core Services



GLOBAL DISASTER SOLUTIONS

MASTER SERVICE AGREEMENT

Between

COTTON COMMERCIAL USA, INC.

and

Dated

Cotton MSA#: _____

Account Manager: _____

Master Service Agreement

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Exhibits:

- “A” Rate Sheet
- “B” Service Work Order
- “1” Insurance Requirements
- “2” Authorized Locations

MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter “MSA”) is entered into effective as of the ___ day of _____, 20__ (the “Effective Date”), by and between **COTTON COMMERCIAL USA, INC.** and its affiliates, including parents, subsidiaries, partnerships or any other legally related entities (hereinafter called “Cotton”), as General Contractor, and _____ (hereinafter called “Company”), as Company.

WHEREAS, Company may from time to time desire Cotton to perform work and/or provide labor, services, equipment, machinery, materials, goods or supplies in the conduct of Company’s operations; and

WHEREAS, Company and Cotton desire to establish certain general terms and conditions which shall apply to and become part of each and every contract entered into between the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. THE WORK

- (a) Cotton agrees to furnish all labor, supervision, materials, fixtures, equipment, tools, supplies, goods, other property and services necessary to perform in a good and workmanlike manner, all of the work and services initially agreed to and subsequently agreed to in writing by the parties hereto (the “Work”) in compliance with any applicable Contract Documents. For the purpose of this MSA, “Contract Documents” shall mean general conditions, plans, drawings, specifications, addenda and amendments, work orders, Service Work Orders and exhibits attached to any of the above, which relate to the Work, and/or are incorporated by reference.
- (b) Cotton’s scope of services may include but are not limited to property restoration and recovery, new construction, reconstruction services, roofing work, workforce staffing, temporary housing, culinary services, logistics services, asset protection, assessment and restoration of damaged property, emergency services, crew support, infrastructure support, housing and management of work forces, disposal services, and any other related services requested by Company of Cotton. This MSA covers such work at all locations unless restricted by Exhibit “2”.
- (c) Cotton’s scope of work shall include those services that are applicable to the needs of the Company and the Project. Cotton and Company may agree to a more detailed description of services once Cotton has begun the Work and can more fully assess Company’s needs. Company and Cotton may agree to a more detailed written scope of work which may be set forth in a future supplemental document but the failure to create such a supplemental document shall not be construed as a failure to agree to the scope of services of this agreement.
- (d) The Project. The term “Project” as used herein shall mean and refer to the project generally identified in Exhibit “B” and any subsequent agreed and written changes thereto.

- (e) Authority of Company. Company and the person signing below on behalf of Company, if different (the "Signing Party"), hereby represent and warrant that one of the following is true: (i) Company is the absolute fee simple owner of the real property (the "Property") upon which the Work is to be performed and the Signing Party is an officer of Company who is duly authorized to execute this MSA on Company's behalf and to bind Company under the terms of this MSA, or (ii) Company is the agent of the absolute fee simple owner of the Property, whose identity and contact information will be disclosed to Cotton upon Cotton's request for same, under a written property management agreement (or other written instrument in form acceptable to Cotton) that will be provided to Cotton for inspection upon Cotton's request for same, and the Signing Party is an agent of Company who is duly authorized to execute this MSA on Company's (and the absolute fee simple owner's) behalf and to bind Company (and the absolute fee simple owner) under the terms of this MSA.

2. THE CONTRACT PRICE

- (a) Charges Billed Per the Rate Sheet. During the term of this MSA, the fees and charges for the Work shall be in accordance with the most updated version of the Rate Sheet attached hereto as Exhibit "A," and incorporated herein by this reference, unless the rates or the lump sum cost for specific Work not otherwise identified on the Rate Sheet attached as Exhibit "A" are included in a Work Order, as described herein or are amended in accordance with the Article. The Rate Sheet may be modified in writing from time to time by Cotton upon at least sixty (60) days prior written notice to Company (the "Notice Period") for materials and labor listed on the then current Rate Sheet; provided, however, that such modification shall not be effective for any Work Order pursuant to which Work has commenced. For goods and/or services not listed on the then current Rate Sheet, the Notice Period shall not be required to be 60 days, and may be shorter as mutually agreed by the parties hereto. An updated Rate Sheet shall automatically replace the current Rate Sheet without any further action on the part of any party upon delivery of the updated Rate Sheet to Company at the notice address below (or at such other address as noticed by Company in writing) upon the expiration of the Notice Period.
- (b) Contract Price. Company agrees to pay Cotton in accordance with the terms and conditions contained herein, as follows: (1) Company shall pay Cotton the Initial Deposit in accordance with Section 2(c) below; and (2) the remainder of the Contract Price shall be paid as invoiced in accordance with Section 2(d) below until paid in full.
- (c) Initial Deposit. Company shall deliver to Cotton the Initial Deposit pursuant to the terms of the Service Work Order, if applicable. Company's failure to comply with this Section shall be a material breach of this MSA and shall entitle Cotton to immediately cease performance of the Work.
- (d) Payment. Company shall pay Cotton progress payments in accordance with the provisions hereof. Applications for progress payments shall be in written applications for payment (an "Invoice") and shall be submitted directly to Company

or Company's Designated Representative, which Invoice when submitted. Company shall pay Cotton the full amount listed on any Invoice within fifteen (15) calendar days of Company's receipt of an Invoice. Prior to the delivery by Cotton to Company of Company's property and contents (i.e., items removed from the Property), Cotton shall submit to Company the final invoice. Delivery of such property and contents shall not be made by Cotton to Company until Cotton has received payment on such final Invoice and Company has paid the Contract Price in full. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from an Insurance Carrier, a governmental entity or any third party.

- (e) Late Payments. There will be a late charge on all or any portion of the charges reflected on any Invoice which is not paid within thirty (30) days of the date the Invoice is delivered to Company or Company's Designated Representative, which shall equal five percent (5%) of the overdue amount. If Company does not pay Cotton within thirty (30) days after the date the Invoice is delivered to Company or Company's Designated Representative, then Cotton may, at its option, stop the Work until payment of the amount owing plus all accrued late charges have been received. In such event, Cotton may also increase the Contract Price to include Cotton's reasonable costs of shut-down, delay and start-up.
- (f) Trust Funds. All sums tentatively earned by Cotton and retained by Company by reason of the partial or complete performance of the Work and any balance of the unearned Contract Price, and all retainage shall constitute a trust fund for the purposes of (a) first, full completion of the Work, (b) second, payment of any claims due Cotton from Company; (c) third, payment to sub-Contractors, laborers and suppliers of Cotton who have valid and enforceable mechanic's lien claims or bond claims (if the Project is bonded), and such tentative earnings shall not be due and payable to Cotton, or anyone else claiming in Cotton's place and stead, excepting however a trustee in bankruptcy that has given notice to Cotton that it will perform the Work in accordance with this Contract provisions and cure any existing defaults, until and unless such Work is fully and satisfactorily completed and such claimants are fully paid and satisfied

3. CONTRACTS BETWEEN THE PARTIES

- (a) Any contract whereby Cotton agrees to perform Work must be in writing and signed by the parties. The parties shall execute a Service Work Order ("Work Order") in the form of Exhibit "B," attached hereto and made a part hereof, prior to Cotton beginning any Work. A Service Work Order is not binding on any party until all parties have executed the Service Work Order. Cotton reserves the right to revise and update Exhibit A (Updated Rate Sheet) from time to time. If Company delivers to Cotton a separate Company-issued purchase order (a "Company P.O.") such Company P.O. shall *only* be deemed to have been accepted by Cotton (as modified by Cotton) when a written acknowledgement has been delivered by Cotton to Company referencing the Company P.O. number and noting any modifications to the proposed terms of such Company P.O. (each an "Acknowledgement").

Company understands and agrees that any form of proposal, quote, estimate, bid or contract document issued by Company to Cotton is not a contract document and shall not become a part of this MSA, unless Cotton issues an Acknowledgement and executes same. As between the terms of a Company P.O. and an Acknowledgment, the terms of the Acknowledgment shall control. A fully-executed Service Work Order or a Company P.O. and related Acknowledgment signed by Cotton are referred to herein as a "Work Order." For the sake of clarity, the only form of Work Order that is binding are: 1) a Company P.O with an Acknowledgement or 2) a Cotton Service Work Order signed by Company.

- (b) Conflict and Priority: If any terms and conditions are included in a Work Order that conflict with this MSA, then the terms and conditions contained in the Work Order shall replace, supersede and control over the terms and conditions contained in this MSA, but ONLY where the Work Order specifically identifies the MSA term that is being changed and/or amended, clearly outlines the specific change to such term. Where the terms and conditions of this MSA and the Service Work Order do not conflict, the terms and conditions of both shall apply. Should Company allow Cotton to start or perform Work or any part of Work prior to the execution of a proper Work Order (including where no Work Order has been issued, where a Company P.O. is issued without an Acknowledgement or where Cotton has issued a Work Order but it has not yet been executed by the Company), then the governing terms of such Work performed until the Work Order is properly executed shall be those terms included in this MSA, unaltered.
- (c) All earlier dated goods and services agreement(s) between the parties are superseded by this MSA. This MSA shall apply only to Work performed in the United States of America.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) Cotton shall perform all Work as an independent contractor. Neither Cotton nor its agents or employees shall be the employees or borrowed servants of Company. Cotton shall be fully responsible for and shall have exclusive direction and control of its agents, employees and subcontractors and shall control the manner and method of carrying out the Work. No Company agents, employees or subcontractors shall be offered, entitled to or eligible for any employee benefits provided by Cotton. For the sake of clarity, Company's indemnity obligations included in this MSA specifically cover any and all claims by a Company agent, employee or subcontractor that they are an employee of Cotton or are entitled to any Cotton benefits.
- (b) Subcontractors. As Cotton is an independent general contractor, Cotton has exclusive authority to subcontract and to utilize other contractors (including those who are to furnish labor, services, materials or equipment) ("Subcontractors"), as it deems necessary for completion of the Work. Company hereby acknowledges and agrees that Cotton may subcontract and use Subcontractors as Cotton deems necessary in its sole discretion for completion of the Work. Cotton will have no

liability for the gross negligence or willful misconduct of its Subcontractors, suppliers or vendors.

- (c) At Cotton's sole option, Cotton may employ and/or, as Cotton may elect, retain as a subcontractor, consultant or agent an affiliated or related party to Cotton (a party who controls, is controlled by or under common control with Cotton), in performing Cotton's obligations under this MSA.
- (d) As a procurement agent for Company, Cotton will negotiate, execute and deliver, in Company's name as agent for Company, purchase orders, vendor agreements and other similar orders, agreements or contracts necessary to procure items of equipment, machinery, materials or supplies on behalf of Company, as necessary, in Cotton's sole opinion, to complete a Work Order or any portion thereof. Company shall pay for all such items on or prior to the due date therefor. Cotton and the other indemnitees identified in the Section entitled "Risk Structure" are entitled to the rights thereunder to the extent any Claims (as defined in the Section entitled Risk Structure) are asserted in connection with Cotton's Work as a procurement agent for Company. Company acknowledges and agrees that Cotton may recommend that equipment, machinery, materials or supplies be procured, and/or procure such items, from a party who controls, is controlled by or under common control with Cotton. Company further acknowledges and agrees that Cotton, in serving as a procurement agent for Company, will be relying on its operational experience in making any procurement recommendations requested by Company or reasonably necessary to complete any Work or portion thereof, and in no event shall Cotton be (i) responsible for obtaining multiple bids, competitive bids, or bids based on the ownership or makeup of the potential provider on items to be procured, or (ii) liable to Company for failing to procure the most competitive item, whether in terms of price, quality or otherwise.
- (e) Cotton shall at its sole option, have the right to bill for and receive a reasonable mark up on the labor, services, materials, and equipment provided by others described under paragraphs 4(b), 4(c), and 4(d) above, including the goods and services provided by any entity under common control with Cotton.

5. INVOICING AND PAYMENTS

- (a) Each Work Order shall set forth the Initial Deposit, if any, required to be paid to Cotton in connection with the Work and the date by which it will be paid.
- (b) Cotton shall invoice Company for services and charges in connection with the Work as set forth in the most updated Rate sheet provided by Cotton to Company.
- (c) If Company disputes a Cotton invoice, in whole or in part, Company shall notify Cotton of the dispute in writing pursuant to the Notice provision of the MSA on or before ten (10) business days following receipt of the invoice. Failure by Company to dispute an invoice within such time period shall be deemed a non-rebuttable acceptance of all Work included in such invoice and the charges on such invoice

and shall be deemed a waiver by Company of its rights to dispute an invoice or its right to withhold payment therefore.

6. RISK STRUCTURE

- (a) **INDEMNIFICATION BY COMPANY.** To the fullest extent permitted by applicable law, Company shall indemnify, defend and hold harmless Cotton (and its past, present and future partners, directors, managers, officers, employees, shareholders, agents, and representatives) from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, and/or penalties of any kind or nature, including all court costs, reasonable attorneys' fees and other litigation expenses, regardless of whether based upon or arising under equity, common law, or statute, or the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) including a claim brought by any third party (collectively, "Claims") and arising out of:
- (i) any act or failure to act by Company, a subcontractor of Company, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;
 - (ii) Company's failure to perform (or to properly perform) all or some of its obligations under this MSA or a Work Order in accordance with the provisions of this MSA or a Work Order; or
 - (iii) any material misrepresentation, either by commission or omission, under this MSA or a Work Order made by Company or any of Company's employees, subcontractors or any other person or entity under the control of Company.
- (b) **INDEMNIFICATION BY COTTON.** To the fullest extent permitted by applicable law, Cotton shall indemnify, defend and hold harmless Company (and its past, present and future partners, directors, managers, officers, employees, shareholders, agents, and representatives) from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, and/or penalties of any kind or nature, including all court costs, reasonable attorneys' fees and other litigation expenses, regardless of whether based upon or arising under equity, common law, or statute, or the law of contracts, torts (including, without limitation, negligence and strict liability without regard to fault) including a claim brought by any third party (collectively, "Claims") and arising out of:
- (i) any act or failure to act by Cotton, a subcontractor of Cotton, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts they may be liable;

- (ii) Cotton's failure to perform (or to properly perform) all or some of its obligations under this MSA or a Work Order in accordance with the provisions of this MSA or a Work Order; or
- (iii) any material misrepresentation, either by commission or omission, under this MSA or a Work Order made by Cotton or any of Cotton's employees, subcontractors or any other person or entity under the control of Cotton.

- (c) **LIMITATIONS ON DAMAGES.** Notwithstanding anything herein or otherwise to the contrary, neither party shall be liable to the other party for any special, indirect, consequential, exemplary or punitive damages resulting from or arising out of this MSA, a Work Order or the Work, including but not limited to lost revenue, lost profits, lost business or business interruptions, or lost business opportunities, however they may be caused except in connection with indemnity related to a third party claim.

Additionally, notwithstanding anything to the contrary contained in this MSA or any Work Order, the liability of Cotton for any damages incurred or suffered by Company or any third party in connection with any claim arising out of this MSA, a Work Order or the Work shall be limited to the amount or amounts covered by Cotton's general liability insurance policy, regardless of any deductible amounts or whether or not the Company, third party, or Cotton is paid by the issuer of such insurance policy.

- (d) The indemnities contained in this Article 6 may not be relied upon by any indemnified person(s) to the extent any Claim is proven to have been caused by such indemnified person(s)' sole negligence, gross negligence, willful misconduct or breach of this MSA or a Work Order.
- (e) **DEMAND FOR INDEMNIFICATION:** Any indemnified party shall submit a demand for indemnification under the terms of Article 6, not later than the earlier of i) the required notice period of either party's insurance notice provisions, or 2) ten (10) days after becoming aware of the event necessitating the indemnification.
- (f) **SURVIVAL.** The obligations of this Article 6 shall survive the termination or expiration of this MSA.

7. PERFORMANCE OF WORK AND WARRANTY

Work Performed. The Work shall be commenced as soon as reasonably practical given the specifications of the Work following execution of this MSA, and Cotton shall use reasonable efforts to substantially complete the Work within a reasonable amount of time after beginning the Work. Cotton does not guarantee completion by any specific date. Should Cotton be delayed, hindered, interfered with or impeded by any act or omission of Company, or by any cause beyond Cotton's control, and if a cause of the delay, hindrance, interference or impediment is not due to any act or omission of Cotton, then Cotton shall

be entitled to a reasonable extension of time for completion of the Work. Under all circumstances, Cotton shall be entitled to seven days written notice of any alleged defect and a reasonable opportunity to cure the alleged defect.

Warranty. Upon written notice and a reasonable opportunity to cure any latent defects in Cotton's workmanship and material, Cotton shall repair any latent defects that appear within one year after substantial completion of the Work. Cotton's warranty excludes any remedy for damage or defect caused by abuse, Work not performed by Cotton, improper or insufficient maintenance, improper operation, site conditions known by Company and not disclosed which impact the Work, latent site conditions which impact the Work, or normal wear and tear and normal usage. EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA OR A WORK ORDER, COTTON DOES NOT MAKE ANY WARRANTIES OR COVENANTS (EXPRESS, IMPLIED OR ORAL), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORK NOR SHALL COTTON BE OBLIGATED TO GUARANTEE FOR WARRANTY PROVIDED BY ANY SUBCONTRACTOR OR MANUFACTURER TO COMPANY.

8. INSURANCE

The obligations of this Article 8 shall apply whether or not required by any other provisions of this MSA, and these obligations shall be separate from and independent of any other provisions of this MSA. All such insurance requirements outlined in this Article shall be maintained by Company and Cotton at their sole expense at all times during the performance of any Work under the terms of this MSA and through any agreed warranty period

- (a) **Required Coverages.** Company and Cotton shall, and shall cause their subcontractors to, provide and maintain insurance underwritten by carriers acceptable to the other and authorized to provide the minimum insurance coverages identified in Exhibit "C" attached hereto and incorporated herein by this reference. All policies shall be written using the most current versions of standard Insurance Services Office ("ISO") policy forms and endorsements, with all the coverages afforded under such standard policies, in addition to any specific requirements set forth in this MSA.
- (b) **Additional Insured and Primary Coverage.** The insurance policies required pursuant to this MSA, except for Workers' Compensation, shall be endorsed to name Cotton, or Company as the case may be, and their partners, directors, managers, officers, employees, agents, and representatives (the "Additional Insured Persons") as additional insureds, or provide blanket additional insured status that covers the Additional Insured Persons as additional insureds. All insurance required hereunder shall be primary coverage without any right of contribution from any other insurance held by any Additional Insured Person.
- (c) **Waiver of Subrogation.** All insurance policies required pursuant to this MSA shall be so written or endorsed to include waivers of all subrogation rights of the insurers against the Additional Insured Persons.

- (d) **Certificates of Insurance.** Upon execution of this MSA and prior to the commencement of the Work and upon any change, renewal, expiration or cancellation of the insurance required under this MSA, Company and Cotton shall furnish the other with certificates of insurance conforming to the requirements of Exhibit "C," certifying that the insurance is in full force and effect, but receipt of any such certificate shall not constitute acceptance thereof nor waiver of either party's responsibilities hereunder. Each certificate shall contain a provision stating the insurer agrees to give thirty (30) days prior written notice in event of cancellation, expiration or material change in the insurance. Company and Cotton shall instruct their insurers to transmit the certificate directly to each other at their respective addresses given in Article 16. Each certificate shall identify the MSA to which it applies. Upon request in writing, Cotton and Company shall provide within a reasonable time to the other party a complete copy of any insurance policy required by this MSA and which the other party requests. Failure to provide such certificates shall be considered good reason for Cotton to delay or stop any Work until such time as the certificates are provided.
- (e) **Continuation of Coverage.** When any required insurance, whether due to the attainment of a normal expiration date or renewal date or due to cancellation by either the insured parties or their insurer(s), shall expire, the insured parties shall, prior to such termination, supply the each other with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverages required by this MSA. Any renewal or replacement policies shall be in form and substance mutually satisfactory to the both parties and written by carriers acceptable to the each other.
- (f) **Liability for Self-Insurance.** If any policy required to be purchased pursuant to this MSA is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the insured party shall be solely responsible and/or liable for such deductible, self-insured retention or similar self-insurance mechanism in the event of any loss and any Additional Insured Person shall be entitled to recover from the insured party as if such limitation(s) did not exist. Further, if any such deductible, self-insured retention or similar self-insurance mechanism limits or otherwise reduces coverage by more than 10 percent of the limits of any given policy required in Exhibit "C," then the insured party shall so inform the other party.
- (g) **Subcontractors.** Company and Cotton shall cause each of their subcontractors to carry insurance of the types and amounts set forth in this MSA, and to act in accordance with all of the other obligations set forth in this MSA. If Company or Cotton fail to ensure compliance with these requirements, it shall be responsible for any loss suffered by the other party or by any Additional Insured Person as a result of such non-compliance. When requested, each party shall furnish the other with certificates of insurance (or the full insurance policy if so requested) evidencing coverage for each subcontractor.

9. CONFIDENTIALITY

- (a) The receiving party shall treat as confidential and shall not, without the disclosing party's prior written consent, divulge to any third party or, except to the extent necessary for performance hereunder, make any use of any of the disclosing party's information which is disclosed or made available to the receiving party by or on behalf of the disclosing party and which (i) if in written format, is marked as confidential, (ii) if disclosed orally, is noted as confidential at the time of disclosure, or (iii) if disclosed by Cotton, relates to Cotton's pricing information or rates or Cotton's estimate or bid or method of estimating or bidding, Cotton's suppliers, business models, intellectual property or business methods (such information is referred to herein as the disclosing party's "Confidential Information"). Further, receiving party shall protect all of disclosing party's Confidential Information with the same level of protection it uses to protect its own confidential materials, but in no means less than reasonable standards for such protection.
- (b) The receiving party shall inform each of its officers, employees, agents and subcontractors who receive any Confidential Information (each a "Representative") of the provisions of this Article 9 and, if they have not previously entered into a separate agreement with the disclosing party dealing with the confidentiality of Confidential Information, the receiving party shall require them to agree in writing to be bound by the provisions of this Article 9 in the same manner as the receiving party is bound hereunder. Notwithstanding the above, the receiving party is responsible for a breach of the confidentiality provisions this MSA by any of its Representatives.
- (c) Any Confidential Information which was in a receiving party's possession prior to its disclosure, or which is part of the public knowledge or literature from a source other than through a breach of this MSA by the receiving party or its Representative, shall not be subject to the provisions of this Article 9. Confidential Information which shall become available to a receiving party legitimately from a source other than the disclosing party shall be released from the provisions of this Article 9 to the extent necessary to permit such use and disclosures as are authorized by such source.
- (d) It is understood and agreed that, because of the unique nature of the Confidential Information, the disclosing party will suffer irreparable harm if the receiving party or any of its Representatives breach this MSA, and monetary damages may be difficult to calculate and ascertain and not be a sufficient remedy for any such breach. Accordingly, the disclosing party is entitled to seek specific performance and injunctive or other equitable relief without the necessity of posting a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this Article 9 but shall be in addition to all other remedies available at law or in equity to a party.
- (e) Within ten (10) days after being so requested by the disclosing party, except to the extent the receiving party is advised by legal counsel that complying with such request would be prohibited by law or regulatory authority, the receiving party will

return or destroy all Confidential Information. Any destruction of materials shall be confirmed by such party in writing. Any Confidential Information that cannot be returned or destroyed (such as oral Confidential Information) shall remain confidential, subject to the terms of this MSA.

10. INFRINGEMENT OF INTELLECTUAL PROPERTY

IN ADDITION TO THE INDEMNITY OBLIGATIONS UNDER ARTICLE 6, COMPANY SHALL INDEMNIFY, DEFEND AND HOLD COTTON, ITS AFFILIATED COMPANIES AND SUBCONTRACTORS, AND THEIR RESPECTIVE PAST, PRESENT AND FUTURE PARTNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (FOR PURPOSES OF THIS ARTICLE 10, THE "COTTON PARTIES") HARMLESS AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, EXPENSES, AND ANY COSTS RELATED THERETO (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES) FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY BROUGHT AGAINST ANY COTTON PARTY BY ANY THIRD PARTY AS A RESULT OF ANY COTTON PARTY'S USE OF ANY INTELLECTUAL PROPERTY PROVIDED BY OR ON BEHALF OF COMPANY, INCLUDING BUT NOT LIMITED TO ANY PATENTED PROCESSES, COMPOSITIONS, MACHINES OR ARTICLES OF MANUFACTURE. COMPANY SHALL, AT ITS COST, DEFEND THE COTTON PARTIES AGAINST SUCH CLAIMS PROVIDED THAT EACH COTTON PARTY SHALL AT ALL TIMES HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL OF ITS OWN CHOOSING AT THE COST OF THE COMPANY AND TO PARTICIPATE IN THE DEFENSE OF ANY ACTION FOR INFRINGEMENT IN WHICH ANY COTTON PARTY MAY BE A DEFENDANT. SHOULD COTTON BE PREVENTED FROM PERFORMING UNDER THIS MSA BY REASON OF LEGAL PROCEEDINGS BASED UPON A CLAIM OF INFRINGEMENT, COMPANY SHALL NOT BE RELIEVED OF ITS OBLIGATION TO MAKE PAYMENT FOR SUCH WORK ALREADY PERFORMED OR ITEMS OF EQUIPMENT, MACHINERY, MATERIALS OR SUPPLIES ALREADY FURNISHED AS A RESULT THEREOF, AS WELL AS FOR ANY OTHER NON-REFUNDABLE EXPENSES ALREADY INCURRED BY COTTON AND ANY DEMOBILIZATION COSTS TO BE INCURRED BY COTTON. THE OBLIGATIONS OF THIS ARTICLE 10 SHALL NOT BE CONSTRUED TO LIMIT OR OTHERWISE NARROW THE OBLIGATIONS OF ARTICLE 6 IN ANY WAY.

11. FORCE MAJEURE

- (a) In the event either party is prevented from performing any of its obligations under this MSA or a Work Order by Force Majeure, such party's obligations shall be suspended during the period of such Force Majeure; *provided, however*, the provisions of this Article 11 shall not excuse the payment of any invoice for Work performed or the performance of any other financial obligation under this MSA or a Work Order.

- (b) Force Majeure shall include, without limitation, acts of God, including extreme or unusual weather events, unavoidable casualties or any cause beyond the control of Cotton or Company, including the requirements of any applicable law.
- (c) The party which is prevented from performing by Force Majeure shall advise the other party immediately of its inability to meet its obligations under this MSA or the Work Order, specifying the cause of the Force Majeure and shall advise the other party when such difficulty ceases.
- (d) When any Work contracted for is halted for more than thirty (30) days by reason of Force Majeure, either Company or Cotton may terminate the Work immediately upon written notice to the other. In such case Company shall owe Cotton only the compensation earned to the time of notice including profit earned thereon, plus demobilization costs and any additional costs provided for in the Work Order.

12. ASSIGNMENTS

Neither party may assign this MSA, in whole or in part, to any third party without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that either party may assign its rights hereunder to any of its subcontractors or affiliated companies. Company acknowledges and agrees that the engagement of subcontractors by Cotton shall not be deemed an assignment of this MSA, in whole or in part. This MSA and each Work Order hereunder shall inure to and be binding upon the respective successors and assigns of the parties hereto.

13. DISPUTE RESOLUTION

- (a) The parties shall make a good faith effort to first resolve any dispute subject to arbitration by referring such dispute to the senior management of each party to meet in person and try to resolve. Neither party may file for arbitration until thirty (30) days have elapsed from the initiation of such good faith efforts, unless either party determines that delay would likely result in additional damages and/or harm. The time limitation and the referral to senior management requirement set forth in this Article shall not apply to any proceeding instituted for the sole purpose of obtaining emergency injunctive relief.
- (b) Except as otherwise expressly provided herein, the parties agree that any dispute (whether arising in contract, warranty, tort, statutory or otherwise), including, but not limited to: (a) any and all controversies, disputes or claims arising under, or relating to, this MSA, and any amendments thereto, any Work Order, any Work, the Project, or any dealings between Company and Cotton; (b) any controversy, dispute or claim arising by virtue of any representations, omissions, promises or warranties alleged to have been made by Cotton or Cotton's representative; and (c) any personal injury or property damage alleged to have been sustained by Company, shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) or, if applicable, by similar state statute, and not by or in a court of law. All such disputes shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association then in effect. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all or any portion of its costs and fees. "Costs and fees" may include reasonable expenses of arbitration, including arbitrator's fees, administrative fees, travel expenses and out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorney's fees. The parties agree to work together in good faith to select an arbitrator in the County of Harris, Texas (to the extent practicable). If the parties are unable to agree on the appointment of an arbitrator, then the arbitration and the arbitrator selection process shall be conducted by the American Arbitration Association ("AAA") in accordance with its Construction Industry Rules and procedures provided, however, if there is any conflict between this MSA and such rules or procedures, the provisions of this MSA shall control. If for any reason the AAA is unable or unwilling to conduct the binding arbitration, either party may petition a court of general jurisdiction in the subject county to appoint an arbitrator. It is stipulated and agreed that the filing of a petition requesting appointment of an arbitrator shall not constitute a waiver of the right to enforce binding arbitration.

- (c) The venue of any arbitration brought pursuant to this MSA shall be Harris County, Texas. **NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES, SHALL APPLY IN ALL RESPECTS.**
- (d) In any arbitration proceeding between the parties:
 - (i) All applicable Federal and State of Texas substantive law shall apply;
 - (ii) All applicable claims, causes of action, remedies and defenses that would be available in court shall apply;
 - (iii) If the claim involves \$5 million or less, the proceeding shall be conducted by a single arbitrator selected by a process designed to ensure the neutrality of the arbitrator;
 - (iv) If the claim involves over \$5 million, the proceeding shall be conducted by a panel of three arbitrators selected by a process designed to ensure the neutrality of the arbitrator;
 - (v) The parties shall be entitled to conduct reasonable and necessary discovery;
 - (vi) The arbitrator shall render a written award and, if requested by any party, a reasoned award;
 - (vii) Any award rendered in the proceeding shall be final and binding and judgment upon any such award may be entered in any court of competent jurisdiction.

- (e) Company and Cotton agree that notwithstanding anything to the contrary, the rights and obligations set forth in this arbitration agreement shall survive: (1) the termination of this MSA by either party; (2) the default of this MSA by either party; or (3) Substantial Completion and payment in full of the Total Contract Price. The waiver or invalidity of any portion of this arbitration agreement shall not affect the validity or enforceability of the remaining portions of this arbitration agreement and/or the MSA. Company and Cotton further agree (1) that any dispute involving Cotton's directors, officers, partners, employees and agents shall be resolved as set forth herein and not in a court of law; and (2) that Cotton and Company shall have the option to include any other parties, including subcontractors and/or suppliers involved in the dispute and the Project as parties in the alternative dispute resolution procedures set forth in this Contract.
- (f) If any party to this MSA files a proceeding in any court to resolve any such controversy, dispute or claim, such action shall not constitute a waiver of the right of such party or a bar to the right of any other party to seek arbitration of that or any other claim, dispute or controversy, and the court shall, upon motion of any party to the proceeding, direct that such controversy, dispute or claim be arbitrated in accordance herewith. Inasmuch as this MSA provides for mandatory arbitration of disputes, if any party commences litigation in violation of this MSA, such party shall reimburse the other parties to the litigation for their costs and expenses including attorneys' fees incurred in seeking abatement of such litigation and enforcement of arbitration.
- (g) Notwithstanding the foregoing, Cotton shall not be obligated to arbitrate any disputes that may arise under or in connection with any non-payment by Company under this MSA, any Work Order or in connection with the filing of or foreclosing upon a lien, and may instead file suit against Company in any state or federal court at Cotton's sole election.
- (h) To the extent that Cotton seeks to foreclose on any lien it files against real property associated with the Work, Cotton may have the validity of the lien determined by the arbitrator(s) but Cotton shall be entitled to file suit to foreclose any lien or part thereof that is determined to be valid. The filing of such lawsuit to foreclose a lien shall not be a violation of this Article.

14. LAWS, RULES AND REGULATIONS

- (a) Each party and its subcontractors shall comply with all applicable federal, state and local laws, rules and regulations, including, without exception, those pertaining to the use, application and/or handling of pesticides, plant regulators, defoliant, desiccants and/or other hazardous or dangerous substances.
- (b) Company acknowledges that hazardous or dangerous substances may be present at the sites where the Work is performed. Company shall properly protect the property of Cotton and others in connection with Cotton's performance of the Work. All solid and liquid wastes, and hazardous substances and materials introduced or generated by Company (including but not limited to paints, solvents,

cleaners, fuels, lubricants, waste oils, construction/demolition wastes, etc.) shall be managed and disposed of by Company in full compliance with all applicable laws, statutes, regulations, ordinances and rules. Company shall immediately report all spills, leaks and releases to Cotton, with confirmation to be provided in writing promptly thereafter, and such written report shall include details as to the time, location and type of incident as well as Company's proposal for handling the incident. Any such spill, leak or release shall be handled and disposed of properly and in accordance with all applicable laws and regulations. In the event of any question regarding any spill, leak or release, Company shall confer with Cotton.

15. NOTICES

All notices, demands, requests, approvals, or other communications required or permitted under this MSA must be in writing and, unless personal delivery is effected earlier, will be deemed delivered: (a) three (3) business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, on a business day during business hours; or (b) the next business day after delivery to any nationally-recognized overnight delivery service on a business day during business hours for prepaid delivery on the next business day; or (c) on the business day sent, if sent by facsimile (and the sending facsimile generates a written confirmation of sending) or e-mail prior to 3:00 p.m., prevailing Texas time, with a confirming copy being sent by one of the other specified methods on the same business day; in each case addressed as set forth below: NOTE: unless changed via a written instrument and in accordance with this Article, the sending Party may fully and completely rely on the contact information in this Article for all required notices, including but not limited to notices under this MSA, legal notices, and lien notices.

COTTON: COTTON COMMERCIAL USA, INC.
Attn: Contract Administrator/Legal
5443 Katy Hockley Cutoff Road
Katy, Texas 77493
Phone: (713) 849-9300
E-mail: _____@cottonteam.com

and

Cotton Commercial USA, Inc.
Attn: Jeff Erler, General Counsel
Address: 840 West Sam Houston Parkway North, Suite 225
Houston, Texas 77024
Phone: 877-511-2962
E-mail: jeff.erler@cottonteam.com

COMPANY: _____

Address: _____

Phone: _____

Fax: _____
Email: _____

16. TERMINATION OF AGREEMENT AND CONTRACTS

- (a) This MSA shall continue in full force and effect for a term of five years from the Effective Date and from month to month thereafter. Notwithstanding the foregoing, this MSA may be terminated:
- (i) immediately by either party if the other party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA requiring the payment of money and such failure continues for more than ten (10) business days after written notice thereof from the non-defaulting party specifying the nature of such default in reasonable detail;
 - (ii) immediately by either party if the other party fails to perform or comply with any of the terms, covenants, agreements or conditions of this MSA other than those requiring the payment of money and such failure continues for more than twenty (20) business days after written notice thereof from the non-defaulting party specifying the nature of such default in reasonable detail;
 - (iii) immediately by either party if the other party breaches any of the terms, covenants, agreements or conditions of Articles, 6, 8, 9, and 10 and such breach is not curable, and if such breach is curable, then only if such party fails to cure such breach within ten (10) business days from receipt of written notice thereof; or
 - (iv) by either party upon at least thirty (30) days' prior written notice by one party hereto to the other party, except, regardless of whether notice is given, this MSA shall not terminate with respect to Work which has not yet been completed or paid for. Upon the provision of any such notice, all Work shall immediately cease if requested by the notifying party.
- (b) If this MSA is terminated, Company shall owe Cotton any unpaid compensation earned for work in process at the time of notice of termination plus the costs incurred to wind down the work in process and demobilize from the work site. Company shall allow Cotton 30 days to make a final accounting of the work in process and demobilization costs. Cotton shall submit an invoice to Company within this 30-day period and Company agrees to pay such invoice within 15 days of submission.
- (c) **The obligations to indemnify, defend, and hold harmless contained in this MSA shall survive the termination or expiration of this MSA and any Work Order.**

17. GENERAL PROVISIONS

- (a) The captions and headings used in this MSA are intended for convenience only and shall not be used for purposes of construction or interpretation.
- (b) No waiver by either party of any one or more defaults by the other party in the performance of this MSA or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or a different character. This non-waiver provision may only be waived in writing by a party.
- (c) It is intended that if any provision of this MSA is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this MSA shall be deemed valid, binding, and still enforceable.
- (d) In the event that either party commits any material breach of this MSA including, without limitation, any breach of any indemnity obligation, in addition to any other remedy that the aggrieved party may have at law or in equity, it shall be entitled to recover all costs, including court costs and reasonable attorneys' fees, incurred in any proceeding wherein the aggrieved party seeks redress for such breach.
- (e) This MSA and the attached Exhibits and attachments (as amended from time to time pursuant to this MSA or otherwise), including any Work Order, constitute the entire agreement between Company and Cotton, and supersedes all prior written or oral negotiations, representation or agreement with respect to the material covered herein. This MSA may not be amended except by a writing signed by both parties.
- (f) This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same MSA. Delivery of an executed counterpart of this MSA by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this MSA.
- (g) Company agrees that any subsidiary or affiliate of Company (each an "Affiliate") may enter into a Work Order with Cotton and that the provisions of this MSA shall apply to such Affiliate Work Order. Company and its Affiliate shall be jointly and severally liable for such Affiliate's obligations under this MSA and such Affiliate Work Order, including all charges incurred in connection with such Affiliate Work Order.

18. SIGNATURE:

IN WITNESS WHEREOF, the parties have executed this MSA by their authorized representatives to be effective as of the Effective Date.

**COTTON COMMERCIAL USA, INC. and
its affiliates**
(Cotton)

COMPANY

By: _____
(Signature)

By: _____
(Signature)

Name: _____
Title: _____

Name: _____
Title: _____

Address: 5443 Katy Hockley Cutoff Road
Katy, Texas 77493

Address:

Telephone: (713) 849-9300

Telephone

Fax:

Fax:

Email of Signatory:

Email of Signatory:

EXHIBIT “A”
RATE SHEET

EXHIBIT “B”

**SERVICE WORK ORDER
(Example)**

SERVICE WORK ORDER NO. _____

This Service Work Order No. _____ is made and entered into effective this the _____ day of _____, 2018, by and between Cotton Commercial USA, Inc. (hereinafter referred to as “Cotton”) and _____, (“Company”) pursuant to the terms and conditions of the Master Service Agreement (“MSA”) entered into and effective as of _____. This Service Work Order constitutes a separate agreement comprised of the terms and conditions of the MSA, incorporated herein by reference, the Contract Documents, and this Service Work Order with its exhibits. In the event of a conflict between the terms and conditions of the MSA and this Service Work Order, the terms and conditions shall be determined as set forth in Article 3 of the MSA.

1. PROJECT DESCRIPTION

The Project is initially described as follows:

2. COMPENSATION

(a) Payment Method:

(b) Initial Deposit:

(c) Company agrees to pay Cotton for the Work, and Cotton agrees to accept payment in accordance with Article 2 of the MSA. Company shall pay Cotton progress payments in accordance with the provisions hereof. Applications for progress payments shall be in a written application for payment (an “Invoice”) and shall be submitted directly to Company or Company’s Designated Representative, which Invoice when submitted shall state the estimated percentage of the Work that has been satisfactorily completed. Company shall

pay Cotton progress payments within fifteen (15) days of Company's receipt of an Invoice. Prior to the delivery by Cotton to Company of Company's property and contents (i.e., items removed from the Property), Cotton shall submit to Company the final invoice. Delivery of such property and contents shall not be made by Cotton to Company until Cotton has received payment on such final Invoice and Company has paid the Contract Price in full. Company agrees to pay Cotton the Contract Price in full and agrees to be legally responsible for such payment regardless of whether Company is entitled to coverage or reimbursement from an Insurance Carrier, a governmental entity or any third party.

3. REPRESENTATIVES

The following technical representatives are designated by Cotton and Company for communications regarding this Service Work Order:

Cotton:
Name: _____
Title: _____
Cell Phone: _____
Email: _____

Company:
Name: _____
Title: _____
Cell Phone: _____
Email: _____

4. MODIFICATIONS TO MSA:

- NONE
- For the purposes of this Service Work Order only, the following listed provisions of the MSA are hereby modified as follows:

5. EXHIBITS

The following exhibits are hereby made a part of this Service Work Order and are incorporated herein for all purposes:

- Exhibit 1 Insurance Requirements

6. ENTIRE AGREEMENT

Any Work provided for in this Service Work Order which was performed or caused to be performed by Cotton prior to the effective date of this Service Work Order and not under any other Work Order shall be deemed to have been performed under this Service Work Order. The Service Work Order, inclusive of the MSA, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes any previous agreements or understandings relating thereto.

Cotton:

Company:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT “1”

INSURANCE

Each Party shall, at its sole cost and expense, maintain in effect at all times during the full term of its Work insurance coverage with limits not less than set forth below:

➤ COMMERCIAL GENERAL LIABILITY-COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence

➤ BUSINESS AUTOMOBILE LIABILITY - \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability.

➤ WORKERS COMPENSATION-Statutory Limits

Employers Liability -	\$500,000 Each Accident
	\$500,000 Each Employee or Disease
	\$500,000 Policy Limit for Disease

➤ UMBRELLA (EXCESS) INSURANCE:

Bodily Injury and Property Damages - \$2,000,000 per occurrence and in aggregate

The Umbrella (excess) Policy shall provide coverage that is as broad as the primary policy and the limits shall be in addition to those provided by the coverage's required above on the Commercial General Liability, Business automobile & Employers Liability.



GLOBAL DISASTER SOLUTIONS

TAB 4



Qualification and Experience

1. Describe Offeror's State and Federal regulatory expertise.

A. Cotton has long history of experience working with both State and Federal regulations while working on projects for Federal Military bases such as Tyndall Air Force, NSA, Offut Air Force Base, state governments, local city and county governments while maintaining compliance. Cotton understands the importance of following every regulation required to complete the project successfully.

Cotton has a demonstrative body of work with emergency services, restoration and recovery, rebuild and Capex projects for FICURMA and State of Texas higher education institutions. These services have been successfully provided for Cotton clients, such as University of Texas System, Texas A&M System, Rice University, Sam Houston University, Baylor University, and the University of Houston System.

Cotton has a trained staff which includes not only ICS and NIMS-trained staff, but also ICS master instructors and DHS/EMI- approved All-Hazards ICS Position Specific instructors.

In addition, our instructors have taught and currently teach various FEMA and college-level emergency management, safety, leadership, management and security courses. We have worked extensively to support many jurisdictions and agencies in their efforts to be compliant with NIMS, and to prepare for all-hazards response, recovery and mitigation. Cotton have trained and certified thousands of first responders, governmental and civilian administration and support personnel in NIMS, the National Response Plan/ Framework, and all levels of ICS, including All Hazard Section Chiefs and Type 1, 2 and 3 Incident Management Teams. Also, in accordance with U.S. Department of Homeland Security guidelines, all of our exercises include a review of participants' use of NIMS and ICS.

All instructors meet or exceed the requirements as defined by the Department of Homeland Security, National Integration Center (NIC) Incident Management Systems Division (IMSID), and as outlined in the National Incident Management System Training Program, issued September 2011. We support our training expertise and the standards with our team of highly experienced instructors that are not only qualified to deliver all the instructional courses but have real-world operational experience on numerous deployments.

All courses and training meet or exceed nationally recognized industry standards and standards established by Incident Management System Division / National Incident Management System (NIMS) Integration Center / EIM for courses as taught by the Department of Homeland Security (DHS).

2. Describe Offeror's FEMA compliance experience.

A. Cotton examples and success stories of services delivered to similar sized accounts, such as successes with return to normal activities, response time, or other relevant services. Below are few examples of Cotton experience with FEMA funded losses and describe any payment considerations possible resulting from FEMA payment delays.

University of Iowa- Iowa City, IA

Loss: Flood

Cotton directly stabilized, mitigated, and restored over 2 million square feet of on campus buildings and facilities. Services included debris "muck out", debris removal, demolition, moisture readings / control, sanitation, dehumidification, and reconstruction services to healthcare, residential, academic, and athletic facilities. Our assistance to the University allowed for an elevated time line to return to normal operations.

Valley Baptist Medical Center, Harlingen, TX



Qualification and Experience

Loss: Hurricane Dolly

Large medical facility sustained hurricane damage. Cotton stabilized, dehumidified, and restored several floors of the facility, including the neonatal, surgical, and emergency room locations. Our turnkey, reconstruction, single point of contact services streamlined communication for all parties.

Epoxy Products (Thermo Fisher Scientific) Mountain Home, AR

Loss: Industrial Fire

Christmas Day fire caused fire and smoke damage to an industrial manufacturer of laboratory surfaces, resulting in severe supply chain disruption for this 24-hour facility. Restoration and certified Hazwoper technicians properly decontaminated the facility, resulting in minimal disruption for product production.

3. Describe any project management skills of key employees as well as overall organizational strategies as it relates to project management.

A. Please see attached Bios.

Cotton's organizational structure is streamlined which allows for quick decision making, ease of access by Region 4 ESC to Cotton points of contact and executive team.

The Project Directors (Coordinators/Managers) are assigned based on their experience, expertise, and geographic location as well as other factors relative to specific client needs. The Project Coordinator is responsible for the overall communication and success of a project. The Project Manager is responsible for the day-to-day requirements of each loss and will be in command of all work taking place on site. In the event a change of scope is required, the Project Manager will notify all necessary parties prior to any modification to the agreed upon scope and once approved the project will continue. Additionally, the Project Manager is responsible for all daily paperwork, which is used to capture labor hours and materials utilized for the job.

Cotton's recommended organizational structure and ratio management is to have 1 Cotton Project Coordinator and 1 Cotton Project Manager per project. Further recommendations include the use of 1 Cotton Supervisor per 8 laborers, which is an accepted industry standard for normal losses.

The Cotton Site Safety Officer is responsible for ensuring the safety of all workers, property, and pedestrians from start to finish. The Site Safety Officer has full authority to pause production if a safety infraction occurs or a requirement is not being followed.

The Cotton Material Procurement Officer assists the Project manager with material procurement, selection sign offs, and establishing accelerated lead times with vendors and suppliers.

4. List any relationships with subcontractors or affiliates they intend to use when providing services and identify if they meet minority-owned standards.

A. Cotton will make a good faith effort to fulfill any required project HUB goals to the best of our ability when allowed time to meet the requirements. We have a growing base of HUB providers and have been extremely effective on multiple projects at Texas A&M University reaching a HUB goal of 34%. Cotton has successfully reached HUB goals by utilizing vendors for flooring, abatement, electrical and mechanical, slab x-raying and coring companies. As an added addition to our bid process, Cotton has begun providing



Qualification and Experience

RFP submittals within our bids allowing HUB vendors associated with contracting programs to participate and actively work with Cotton.

5. Provide a minimum of five (5) customer references relating to the products and services within this RFP. At least 1 customer reference should be from a public sector agency.

A. Please see attached Education Reference Sheet

New Caney ISD - Tropical Storm Imelda -Mitigation and Reconstruction projects (3)

On September 19, 2019 flood waters from Tropical Storm Imelda impacted 3 New Caney ISD properties.

New Caney High School

Restoration Service agreement was executed once Cotton was able to make it safely on site, September 20, 2019. The High School had approximately 400,000 Square foot affected. Mitigation began immediately on 9/20/19.

Estimated Mitigation recovery – \$ 750,000.00

Final Mitigation recovery cost – \$ 526,520.68

Mitigation completed on 10/4/19, Invoice submitted 10/18/19 and paid in full on 12/5/19

Estimated Reconstruction cost - \$ 1,000,000.00

Final Reconstruction cost - \$ 665,347.65

Reconstruction completed on 11/27/19, Invoice submitted 11/27/19 and paid in full on 12/6/19

New Caney ISD Administration building

Restoration Service agreement was executed once Cotton was able to make it safely on site, September 20, 2019.

Administration building had approximately 50,000 Square foot affected.

Mitigation began immediately on 9/20/19

Estimated Mitigation recovery cost – \$ 200,000.00

Final Mitigation recovery cost – \$ 162,640.46

Mitigation completed on 10/3/19, Invoice submitted 10/18/19 and paid in full on 12/5/19

Estimated Reconstruction - \$ 200,000.00

Final Reconstruction cost - \$ 180,063.67

Mitigation completed on 10/3/19, Invoice submitted 10/18/19 and paid in full on 12/5/19

Reconstruction completed on 11/27/19, Invoice submitted 11/27/19 and paid in full on 12/6/19

New Caney ISD Maintenance and Operations Building

Restoration Service agreement was executed once Cotton was able to make it safely on site, September 20, 2019.

The building had approximately 12,000 Square foot affected.

Mitigation began immediately on 9/20/19

Estimated Mitigation recovery cost – \$ 20,000.00

Final Mitigation recovery cost – \$ 13,174.10

Mitigation completed on 10/1/19, Invoice submitted 10/18/19 and paid in full on 12/5/19

Estimated Reconstruction - \$ 45,000.00

Final Reconstruction cost - \$ 36,938.48

Reconstruction completed on 11/27/19, Invoice submitted 11/27/19 and paid in full on 12/6/19



Qualification and Experience

Mike Milling

Executive Director of Operations
281-577-8642
mmilling@newcaneysd.org

Willow Ridge High School – Fort Bend ISD

Disaster Restoration for Mold and Asbestos
Estimated recovery cost \$5,990,000.00
Square footage of effected space 792,000 square feet
Final payment issued 3/1/18
James Quinlan – Project Coordinator
Rick Rose – Project Manager
Dr. Mateba Harris – Assistant Principal – 1603 Chimney Rock Rd. Houston, TX 77053 - 281-634-3398
Account Relationship 2.5 years

U of H Engineering 2 Hurricane Harvey remediation and reconstruction project

Disaster Restoration and Emergency Recovery Services contract
Estimated recovery cost \$1,457,210.13 - Final recovery cost \$1,457,210.13
Square footage of effected space 80,000
Hurricane Harvey natural disaster
Notice to proceed date 9/1/2017 Substantial completion date 1/19/2018
Final payment issued 2/12/2018
John Neiser – Project Coordinator
Joe Shanley – Project Superintendent
Kerry Prejean – U of H PM, 4211 Elgin St. Houston, TX 77006 (225)279-6475
Account Relationship 12 years

Bloomington ISD roof replacements and interior repairs

Executed Cotton service agreement
Estimated recovery cost \$2,140,890.00 - Final recovery cost \$2.1 Million
Square footage of effected space 79,000
Hurricane Harvey wind and water damage
Notice to proceed date 9/21/2017 Substantial completion date 5/21/2018
Final payment issued 5/22/2018
Craig Warren – Project Coordinator
William Figueroa – Project Superintendent
Misty Brasfield – Bloomington assistant superintendent – 361-649-6871
Account Relationship – 3 years

Prairie View A&M University

Cotton provided emergency services from the water intrusion from Hurricane Harvey. The crew performed detail moisture maps of multiple affected buildings and removed affected drywall where insulation was found to allow proper drying and full recovery.
Disaster Restoration and Emergency Recovery Master Service Agreement
Estimated recovery cost \$950,000.00; Final recovery cost - Still in Progress
Square footage of effected space 50,000
Hurricane Harvey natural disaster
Notice to proceed date 9/1/2017; Substantial completion date 4/30/2018
Kevin Thompson – PVAMU Project Manager, 580 Anne Preston Street, Prairie View, TX 77446 (281) 763-8468



GLOBAL DISASTER SOLUTIONS

Qualification and Experience

Texas A&M University Kingsville

A summer camp student threw his keys and activated a fire sprinkler head. The water ran for over 20 minutes while the fire department surveyed the building. The water damage affected four floors of the building. All finishes were removed down to the wood structure. The structure was dried and a full rebuild was completed in time to move students back in to start the fall semester. Disaster Restoration and Emergency Recovery Master Service Agreement Estimated recovery cost \$750,000.00; Final recovery cost \$746,000

Square footage of affected space 100,000

Notice to proceed date 6/12/2015; Substantial completion date 8/3/2015

Chris Vera – TAMUK Project Manager, 700 University 1 Kingsville Texas 78363-8202 USA +1 (361) 455-8600

6. Provide Offeror's Proof of Insurance

A. Please see attached COI Specimen



GLOBAL DISASTER SOLUTIONS

Cotton Commercial USA - References

Van Independent School District

Don Dunn-Superintendent

Donald.dunn@vanisd.org

(903) 216-6019

Texas A&M University

Henry Judah

hjudah@tamus.edu

(979) 820-2006

Tangipahoa Parish Schools

(Hammond, LA Area)

Brett Schnadelbach -CFO

Bret.schnadelbach@tangischools.org

(985) 748-2433

Bay District Schools

(Panama City, FL Area)

Bill" Husfelt III- Superintendent

husefw@bay.k12.fl.us

(850) 767-4100

Deweyville ISD

Kevin Clark- Superintendent

Keclark@deweyvilleisd.com

(903) 724-3310

Bloomington ISD

Misty Brasfield

Misty.Brasfield@bisd-tx.org

(361) 649-6871

Cotton Capabilities

- Fire & Water damage recovery.
- 24-hour emergency service fixed cost estimate.
- USA Management & Consulting.
- Fire/Smoke deodorization.
- Emergency board up.
- Structure and content cleaning.
- Debris removal.
- Dehumidification.
- Desiccant and refrigerator drying units.
- Rapid response and mobilization.
- 24-hour on site management.
- Daily monitoring and recording of moisture levels.
- Forensic Services.
- Reconstruction Services.
- Pack-out, moving and storage.
- Carpet cleaning.
- Deodorization.
- Electronic Recovery.
- Cleaning and decontamination of HVAC systems.
- Dedicated Roofing Division.




GLOBAL DISASTER SOLUTIONS

Cotton Commercial USA – Project Manager Report

October 24, 2019

Job Site Information:

 UNIVERSITY OF HOUSTON	Job Name: Univerity Of Houston	Site Contact: Jerry Bogna
	Job Number: 15-518-3440	Phone #: 713-743-3628
	Work Order/PO #:	Address:
	Incident ID#:	Law Center

Cotton Information:

Project Coordinator: Lamar White	[lamarw@cottonteam.com]	713-875-5506
Project Manager: Gerardo Villamizar	[gerardo.villamizar@cottonteam.com]	346-242-8405
Field Accountant: Choose an item.		
Staffing: APM(s): N/A Supervisor(s): 1 Restoration Tech(s): 2 General Labor(s): N/A	Staffing: Other: N/A	

Incident Information:

Type of Incident: Bio - Hazard Cleanup	Date of Incident: 10/24/2019
Origin of Loss: Parking Lot	Initial Arrival Time: 11:00PM
Billing Type: Time & Materials	Estimated Completion Date: 10/24/2019
<input type="checkbox"/> Moisture Log / Moisture Map	

Safety Summary:

✓ Job Hazard Analysis(JHA) to define all job site hazards	
✓ Site specific safety plan	
Daily Toolbox Safety Meeting:	1. PPE - Personal Protection Equipment 2. Respiratory Safety 3. Slips and Falls



Operations Summary:

Restoration team proceeds with Bio-Hazard clean up located in front of Law Center Building, having street closed by U&H Police, personnel commenced with pertinent protocol treating area and wiping down surface removing residue from incident occurred. Consumables used for named above task were properly disposed in Bio-Hazard Containers and removed from site.

Work Areas:

- *Law Center – Parking Lot Street.*

Key Notes (ex. Rooms or areas not inspected):

Extra photo documentation upon request.

Planned work for Tomorrow:

Job completed.



GLOBAL DISASTER SOLUTIONS



EXCEPTIONAL MANAGEMENT TEAM



Cotton is led by an entrepreneurial and seasoned management team with deep industry experience

EXECUTIVE TEAM



PETE BELL
Chief Executive Officer & Co-Founder

- 22 years of experience in disaster management & logistical support
- Extensive experience managing large operations and high profile projects in the United States and abroad
- Holds a Bachelor of Business Administration from Sam Houston State University



RANDALL THOMPSON
Chief Operating Officer

- 24 years of experience in the insurance and disaster management industries
- Previously served as Cotton's President and has extensive experience in insurance claims and disaster operations
- Holds a Bachelor of Business Administration from Sam Houston State University



BRYAN MICHALSKY
Chief Financial Officer

- 16 years of experience in executive financial management
- Previously served as CFO for a utility construction company
- Holds a Bachelor of Business Administration from Sam Houston State University; is also a Certified Public Accountant

OTHER KEY MEMBERS OF THE LEADERSHIP TEAM



JAMES SCAIFE
President

- 22 years of disaster management experience
- Prior experience in national disaster recovery and construction services
- Holds a Bachelor of Business Administration from Sam Houston State University



LANCE EWING
EVP Global Risk and Client Services

- 25 years of risk and insurance management experience
- National President 2003-2004 for the Risk & Insurance Management Society (RIMS) and Business Insurance RM of Year
- Holds a Master's degree in Law & Justice from the University of Pittsburg and Master's degree in Occupational Safety Engineering



JEFF ERLER
General Counsel

- 22 years of legal experience
- Extensive prior experience in private practice specializing in insolvency and creditor's rights, including bankruptcy-related litigation
- Holds a Bachelor of Business Administration from Texas A&M University and a J.D. from Southern Methodist University



KEVIN FREEMAN
EVP Financial Operations

- 17 years of experience in executive financial operations
- Prior experience in financial operations within real estate investment, investor relations, cash management, financial modeling and budgeting
- Holds a Bachelor of Business Administration from Oklahoma University and an MBA from the University of Phoenix



Harry H. Hurst III
(Tres)

Executive VP

**26 years Department
of Defense**

**Executive during Japan
Tsunami 2011, Thailand
2011 Flooding, Hurricanes
Isaac, Irene, Sandy, 2014
Odile and Texas "Y" Oil
Spill, 2015 Van Texas
Tornado, Houston Floods
2015-16, Louisiana Floods
2016, Hurricane Matthew
Freeport Bahamas 2016,
Hurricanes Harvey, Irma
and Maria 2017**

**SPECIALTY AREAS
INCLUDE:**

**Strategic to Tactical Level
Mitigation Response
Complex Planning
& Organizing
Business Continuity
Emergency Management**



GLOBAL DISASTER SOLUTIONS

Mr. Harry H. Hurst III (*Tres*) joined Cotton in March 2011 and is currently the Executive Vice President Tactical - Operations. Cotton is one of the world's most experienced "turn-key" business continuity firms.

Mr. Hurst began his career as an enlisted soldier in the U.S. Army in July 1986, and served as an infantryman in 3rd battalion, 75th Ranger Regiment and 102nd Military Intelligence battalion (Long Range Surveillance Detachment). Over the course of his 24 year military career, he held several leadership and staff positions in the Army, Special Forces, Army Infantry, 101st Airborne Division and the Joint Staff. He holds an undergraduate Bachelor of Science degree from Sam Houston State University and a Masters of Science degree from the Naval Postgraduate School (NPS) in Monterey, California.

After 9/11 until his retirement in 2009 Mr. Hurst spent more than 5 years deployed to combat in a variety of intelligence positions. From 2004-2009 Mr. Hurst was assigned to the Joint Special Operations Command where he supported the U.S. Military's counter-terrorism efforts providing intelligence support to forces all over the world. Mr. Hurst career in the U.S. Army spanned 24 years as an enlisted, non-commissioned and commissioned officer.

In September 2009, Mr. Hurst was appointed by the Department of the Army G2 to be a Senior Executive Service (SES) and was assigned as a Senior Intelligence Advisor for the International Assistance Security Forces (ISAF) under General McChrystal, where he served as the Senior Civilian Intelligence Officer, Kandahar, Afghanistan. In November 2010, Mr. Hurst was assigned to the Deputy Assistant Secretary of Defense for Counternarcotics and Global Threats

(Washington D.C.) and was responsible for standing up a new Transnational Narcotics Crimes Support Center (NTC), focused on the nexus of transnational crime associated with narcotics, threat finance and terrorism.

Mr. Hurst is responsible for all aspects of Cotton's business continuity services engaged with public and private entities throughout the United States and internationally, in support of disaster events (man-made and natural) and complex work environments of the petrochemical and oil and gas industries.

Mr. Hurst is certified by the Department of Homeland Security's National Incident Management System 100, 200, 700 and 800 series certifications.



Keith Benton

Health, Safety & Environment Director

SPECIALTY AREAS INCLUDE:

Safety Program Design
Crisis Management
Disaster & Emergency
Response
Regulatory Compliance
Training
Health & Safety SME
Board of Certified Safety
Professionals (BCSP)
Certified Safety
Professional (CSP)
California Registered
Environmental Health
Specialist (REHS)
ISO 14000 & Environmental
Management Systems
certification

Masters Public Health,
Loma Linda University



GLOBAL DISASTER SOLUTIONS

Mr. Keith Benton joined Cotton Commercial USA, Inc., headquartered in Katy, Texas in 2016 and currently serves as the Director of Health, Safety & Environment for Cotton, one of the world's most experienced full service disaster recovery and restoration firms.

Mr. Benton earned a Bachelor of Science in Environmental Health from California State University and a Masters in Public Health at Loma Linda University. He began his career as an International Health, Safety & Environmental Specialist for Helmerich & Payne International Drilling over 16 years ago.

As Health, Safety and Environment Director, Keith Benton leads a team of safety professionals and spearheads efforts to improve safety policies and procedures. He has a proven ability to oversee and manage the design, implementation and development of HSE programs to exceed government regulations and corporate standard.

Mr. Benton currently resides in Cypress, Texas.



GLOBAL DISASTER SOLUTIONS

Russell T. White

Executive VP

Hurricanes Sandy, Ike,
Isaac, Irene, Dolly,
Rita, Odile
Iowa Floods,
Houston Flood 2015-2016,
Louisiana Flood 2016

SPECIALTY AREAS INCLUDE:

Executive Oversight Disaster
Recovery Services
Contract Management and
Negotiation
Market Growth and Account
Retention
Business / Client Strategic
Planning

Mr. Russell T. White joined Cotton Commercial USA, Inc., headquartered in Katy, Texas in 1998 as project coordinator. and currently serves as Partner and Executive Vice President of Business Development for Cotton, one of the world's most experienced full service disaster recovery and restoration firms.

Mr. White earned a Bachelor of Science in Wildlife Ecology from Texas A&M University in 1994 and began working for Cotton shortly after graduating and is a licensed Texas Mold Remediation Contractor.

As Executive Vice President for Cotton, Russell White oversees Business Development across all Disaster Recovery lines of Cotton Commercial USA, Inc. With 19 years of experience in the restoration industry, White utilizes past involvements to develop and maintain market share and provide executive oversight of strategic growth opportunities.

Since joining Cotton Commercial USA, Mr. White has played an instrumental role in Cotton's sales development procedures. Through his duties and marketing experience, Mr. White ensures both National and local market penetration, bid preparation, and revenue increases, along with managing client communication and contract negotiations to retain strong relationships with customers in the disaster industry. Mr. White currently resides in Cypress, Texas.



Stewart Geldersma

VP Operations – Disaster Restoration

25 years of Experience
with Disaster Recovery

Executive & Project
Coordinator during Major
Flooding Events,
Catastrophic Fire Events;
Involved in Hurricanes
Dolly, Ike, Isaac, Irene,
Sandy, Matthew, Harvey,
Irma & Maria

SPECIALTY AREAS INCLUDE:

Disaster Response Operations
Complex Planning &
Organizing
Project Scopes & Budgets
Oversite



GLOBAL DISASTER SOLUTIONS

Mr. Stewart Geldersma joined Cotton Commercial Restoration Inc. located in Houston, Texas in February of 1999 as a Restoration Project Manager. Mr. Geldersma has worked for Cotton for over 19 years and throughout his time has gained mass experience and complex knowledge of the disaster and recovery industry. Presently Mr. Geldersma is the Vice President of Operations (National Restoration) for Cotton Commercial USA Inc.

During Mr. Geldersma's tenure with Cotton, he has gained experience along a highly diversified portfolio of events and risen through the ranks from residential losses to highly complex commercial projects. His knowledge and experience in working through complex losses has contributed to the growth of Cotton nationally. He has held multiple positions of management, both regionally and nationally.

Mr. Geldersma was promoted in March of 2015 to Vice President of Operations – Restoration Division for Cotton Commercial USA. As the Vice President of Operations, Mr. Geldersma, currently produces oversight for all of Restoration Services, hiring of restoration staffing, managing Project Coordinators, Director of Operations, Logistics Manager and asset support. Additionally, Mr. Geldersma handles safety oversight, management of sub-contractors and assists with assets movement and tracking. Mr. Geldersma's duties are focused directly with Cotton's Restoration Project Coordinators. This engagement provides consistent service and product output across the country. Our goal in restoration is to produce a level of service that cannot be matched or duplicated. Upon a project completion this consistent high level of service paired with Cotton's restoration experience will get our client back to pre-loss condition at an expedited rate. At Cotton, Mr. Geldersma, prides his division on impeccable service, high level work output, highly experienced individuals, and manages the most talented personnel in the nation providing restoration services.

Mr. Geldersma attended Sam Houston State University in the fall of 1988 on a scholarship to play college Division I AA football. At Sam Houston State University, Mr. Geldersma studied Business Management.

Mr. Geldersma currently lives in Lantana, Texas and enjoys spending time with his two teenage sons. Family, Golf and watching his TEAM achieve there personal goals is what continues to drive Mr. Geldersma daily.



Chris Sneck

**Executive VP
Cotton Construction**

**27 Years of
Construction Experience**

**Provided Construction
Services Following 16+
Hurricane Events**

**Manages Cotton's
Construction and
Roofing Divisions**

**Bachelor of Business
Administration,
University of Houston**



GLOBAL DISASTER SOLUTIONS

Mr. Chris Sneck joined Cotton Commercial USA, Inc, headquartered in Houston, Texas, in November of 2000 as a Superintendent for Cotton's Construction Division. Cotton is one of the world's most experienced full service disaster recovery, restoration and construction firms.

Mr. Sneck began his construction career as a teenager in the ground-up construction market building new homes, shopping centers and new commercial properties. After joining Cotton as a superintendent, Mr. Sneck worked his way through the ranks as a project manager, estimator, production manager and Vice President. 10 years after joining Cotton, Mr. Sneck was made Partner and currently holds the title of Executive Vice President of Construction.

Mr. Sneck has been with Cotton for 16 years and managed multi-million dollar projects across a multitude of industries. Mr. Sneck has managed rebuild projects following every major hurricane event since 2003. He currently manages an annual budget of over \$25 million covering all of Cotton's national and international construction projects.

Projects Include:

Valley Baptist Hospital

- Rebuild following Hurricane Dolley - \$12m

Maximus Coffee

- Roof Collapse/ Water Damage - \$9.8m

Fluor-Mid South Naval Base - \$5.1m

Starwood SVO – Cabo San Lucas, MX - \$6m

Circuit of the Americas - \$7m

SATCO - \$3m

Specialty Areas Include:

- Managing construction operations, assets and personnel during high demand situations following regional disasters and isolated incidences where multiple projects are running concurrently.
- Hospitals, Education and Hospitality projects that need to be completed on a quick, concise timeline



Brad Walker

**Fleet & Procurement
Manager**

**12 Years of
Logistical Experience**

**Provided logistical support, project management, and supervision:
Hurricane Rita (2005),
Hurricane Wilma (2005), Hurricane Dolly (2008), Hurricane Gustav (2008), Hurricane Ike (2008), BP Oil Spill (2010), Hurricane Sandy (2012), Texas City "Y" Oil Spill (2014), Hurricane Odile, Cabo (2015), Hurricane Harvey (2017)**

**Bachelor of Business Administration with a minor in BCIS –
Stephen F. Austin State University**



GLOBAL DISASTER SOLUTIONS

Brad Walker currently holds the title as Fleet & Procurement Manager and oversees all of Cotton's warehouses and assets. He is responsible for procurement of supplies/materials, maintaining safe operating fleet/equipment, and logistically getting these items to the projects in a safe, timely and efficient manner.

Mr. Walker started with Cotton as a Marketing Administrator where he gained management experience by assisting the executive management team with national logistics, distribution centers, business continuity planning, large bid/multi-year proposals, information technology, accounting, and catastrophic operations. Cotton quickly realized Mr. Walker's versatility and he has held many positions and roles to include Field Accountant, Project Manager, Project Coordinator, Assistant Project Manager, Supervisor, Fleet and Procurement Manager. Mr. Walker holds a Texas Mold Contractors License and has gained an extensive amount of knowledge of restoration projects since Cotton relocated him to their National Operations Headquarters in Irving, TX December of 2008.

Projects Include:

- Ague Investment Group(2015), Addison, TX - Project Coordinator - Water line burst on 11th floor flooding each floor including basement.
- Healthcare REIT(2015), Southlake, TX - Project Coordinator - Water line burst on 2nd floor affecting multiple tenants.
- CBRE, Hurricane IKE(2008), Houston, TX – Project Manager
- Cummings Diesel(2008), Columbus, IN – Supervisor of cleanup crews. Rising flood waters affected most of the facility.
- Sanibel Harbour Resort(2005), Sanibel Island, FL – Supervisor of cleanup crews. Hotel affected from Hurricane Wilma



GLOBAL DISASTER SOLUTIONS

TAB 5



Value Add

Value Add

As turnkey restoration company Cotton follows Emergency mitigation with our construction personnel on most of our projects. Cotton's ability to perform turnkey projects, providing emergency restoration, environmental remediation, reconstruction and roofing services, can help reduce costs and down time for a client through a streamlined process. Further, the Cotton suite of companies is comprised of multiple specialized services that can bring additional value to a complex project.

Additional Services:

Cotton can assist displaced students and staff with temporary facilities and emergency food services. In addition, when non-catastrophic roof damage occurs, Cotton has the capability to provide new roofing or updating an existing roof for Region 4 ESC properties. Please see attached Marketing Brochures.

<https://cottonculinary.com/services/emergency-food-services>

Emergency Food Services

Cotton Culinary, a division of Cotton Logistics, will provide complete emergency food services including hot breakfasts, hot or to-go style lunches, and hot dinners with full salad bar, along with integrated food and facilities management services

The Cotton Emergency Food Services team will comply with all hygiene, health, and sanitation requirements regarding kitchen workers, food preparation service and cleaning of facilities, equipment, utensils, and dinnerware. All personnel involved in preparing or serving food will have a medical clearance and a food handler's (safe-serve) certificate.

In addition, when working on a restoration or reconstruction project. Cotton can provide Cotton employees food service which eliminates off site travel and reduces time off the job leading to more productivity.

<https://www.cottonlogistics.com/solutions/deployable-support-facilities/>

Emergency Response Mobile Support Facilities

Cotton Logistics specializes in providing fully-functioning facilities and resources to support disaster relief, a property restoration projects, development sites or other temporary operations. When critical infrastructure is compromised due to a natural or man-made disaster or lodging is unavailable, Cotton deploys necessary facilities that are portable, code-compliant and can be rapidly mobilized.

Disaster Recovery Housing Mobile Units & Temporary Portable Trailers

- Skid and wheel-mounted units
- Engineered fabric structures
- Mobile Crew Camp
- Shower, restroom and laundry trailers
- Hand washing stations
- Mobile kitchen units
- Temporary power
- Potable water
- Communications
- Waste management



GLOBAL DISASTER SOLUTIONS

Value Add

<http://www.cottonroofing.com/>

Cotton Roofing

Cotton Roofing is a full-service commercial roofing contractor specializing in emergency roof services and commercial building storm damage and is certified and approved in the application of a variety of commercial roofing systems and including modified bitumen, silicone and acrylic coatings, metal, tpo commercial roofing and more. Whether it's a failing roof system or the result of a fire, severe weather event or disaster, it is vital that the integrity of a roof structure be restored as quickly as possible to minimize the risk of further property damage. When faced with a commercial roof repair, property owners require the speed, experience, and reliability of Cotton Roofing - the premier commercial roofing contractor. Skilled, experienced, and backed by our global resources, our team can assess the project and provide commercial or industrial roof repairs, temporary roofing solutions, or new roof installation in a timely manner.

<https://cottonfoundation.org/>

Cotton Foundation

Cotton companies restore and rebuild damaged property. Cotton Foundation complements that work, restoring hope and rebuilding spirits.

The Foundation began with a simple gesture: bringing a donated toy as the "admission price" for the staff Christmas party in 2004. Since then, Cotton Foundation has restored hope to more than 1,200 children and families in nine communities, following tornados, floods, illnesses, and other misfortunes.

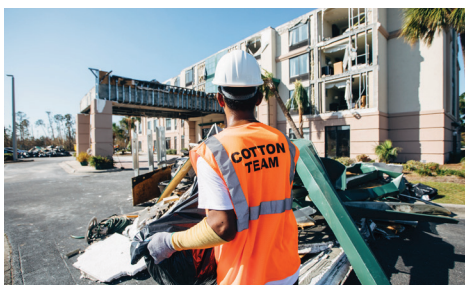
Cotton Foundation volunteers are dedicated to remaking communities, and they respond where they see need. They collect and deliver toys to hospitalized children. They rebuild and refinish the homes of veterans. They raise funds to offset medical bills, such as the purchase of a wheelchair for a child with muscular dystrophy. They collect and distribute household items to flood victims. They have raised more than \$1 million for Phase I of Taylor's Place, a ten-acre haven for families with terminal illness.



COMPLETE BUSINESS CONTINUITY

When disaster strikes, you can count on Cotton to get you back in business fast.

Our around the clock response provides expert management, skilled manpower, cutting edge technology, organizational expertise and innovative capabilities required to handle all aspects of a catastrophic event, man made or natural.



Restoration

- 24-hour emergency service
- Rapid response and mobilization
- Water damage restoration
- Fire damage restoration
- Catastrophe management
- Structure cleaning
- Deodorizing
- Dehumidification
- Desiccant/refrigerant drying
- Anti-microbial product application
- Cleaning and decontamination of HVAC systems
- Wet document and vital records recovery and restoration including freeze drying services
- Removal and disposal of wet materials
- Daily monitoring and recording of moisture levels
- Content cleaning, manipulation and inventory
- Emergency power
- Electronics and data recovery

Construction

- General construction
- Emergency board-up
- Interior build-out
- Exterior building envelope
- Selective demolition and heavy demolition
- Capital improvement
- ADA compliance
- Code compliance
- Structural Repairs
- Interior finish out
- Mechanical, electrical, and plumbing
- Identifying and repairing hidden damage
- Expedited construction schedules
- Working with insurance adjusters to develop scope and estimate
- Temporary shoring
- Repositions

Roofing

- New roof installation
- Roofing system replacement
- Disaster assessment
- Temporary roofs
- Repairs and maintenance
- Leak investigation
- Warranty and annual inspections
- Damage assessment (wind uplift and hail assessment)

Installation and warranty of most major roof systems including:

- TPO
- EPDM
- Spray Polyurethane Foam
- Coating
- Built up
- Modified Bitumen
- Metal
- Architectural and 3-tab composition shingles



GLOBAL DISASTER SOLUTIONS



LOGISTICS



CULINARY

The Art of Catering



TEMPORARY HOUSING

Environmental Response

- Mold remediation
- Asbestos abatement
- Lead remediation
- Oil spill response and cleanup
- Forensic cleanup
- Chemical spill response and cleanup
- Highway/transportation spills
- Confined space entry/cleaning
- Oil water separator/sump cleaning
- Laboratory clean-up

Logistical Support

Workforce housing

- Modular and fabric structures
- Design and installation
- Crew quarters
- Kitchens and dining
- Recreation
- Office and classroom

Construction

- Land acquisition
- Engineering and surveying
- Land clearing and excavation
- Parking and lay down yards
- Site design
- Permitting
- Infrastructure
- Utilities
- Pad site
- Landscaping
- Perimeter control

Deployable support facilities

- Shower and restroom trailers
- Mobile kitchen units
- Mobile laundry units
- Mobile command centers
- Wastewater treatment plants
- Potable water supply

Camp management

- Guest relations
- Catering
- Housekeeping
- Laundry
- Security
- Maintenance
- Culinary services

Culinary

- OneLodge Food Services
- Remote Site Catering
- Corporate Catering
- Business Dining
- Emergency Food Services

Consulting

- Disaster plan development
- Site improvement assessments
- Training, drills, and tabletop exercises
- Management, oversight and direction of clients and/or vendors
- Clerk services, estimating and loss evaluation
- Bi-directional audit

International

- Liaison officer to corporate headquarters
- Liaison officer to forward location
- Project management team to forward location



Cotton Global Disaster HQ

5443 Katy Hockley Cut-Off Road, Katy, TX 77493
(877) 511-2962 | cottoncompanies.com



COTTON

COTTON
TEAM



C O N S T R U C T I O N



CONSTRUCTION

BUILDING RECOVERY

When construction work is required as a result of a disaster, maintenance repair, property renovation or other issue, it pays to have Cotton by your side. As a full-service general contractor specializing in property loss, Cotton can take care of all your construction needs, and provide a seamless transition from mitigation and recovery operations to total repair and rebuild.

GET AHEAD OF THE CURVE

For clients, there are clear advantages in using Cotton's comprehensive turnkey services. They include:

Reduced stress: Working with a single company at a time when many business decisions are being made under difficult conditions helps reduce stress and anxiety.

Head start: Cotton's involvement in the clean-up phase of a project means our construction specialists are aware of the likely reconstruction and build-out requirements, allowing the project to move forward without delay.

Innovation: Familiarity with the project from the get-go allows Cotton's specialists to identify innovative solutions that make the construction phase more efficient and cost-effective.

From clean-up and demolition to construction, remodeling, plumbing, electrical installation and final build out, Cotton's construction specialists have the experience and know-how to get your property back into working

SERVICES INCLUDE

- Emergency board-up
- Selective demolition
- Heavy demolition
- General construction
- Interior build out
- Plumbing and electrical work
- Exterior building envelopes
- Lump sum projects
- Cost-plus projects
- Time and materials (T&M) projects
- Capital improvements
- ADA compliance
- Code consultant/compliance

Whether a single unit or a multiphase rebuild, Cotton will tailor its solutions to best fit each client's individual needs. Cotton is committed to providing the highest-quality workmanship at a competitive price and our goal is to bring projects to completion on budget and within the agreed timeline. Nothing less than 100 percent customer satisfaction is acceptable.

CONTACT //

PHONE (877) 511 2962 **WEBSITE** cottongds.com





LOGISTICS

TEMPORARY SUPPORT FACILITIES



24-HOUR CALL CENTER

(877) 411-1684

TURNKEY SERVICES

Adequate resources can be difficult to procure during disaster situations or when work sites are located in remote regions. That's why Cotton Logistics exists: to bring amenities to difficult locations or high-traffic events so you can focus on your business. Cotton deploys facilities that are portable, code-compliant and can be rapidly mobilized. The comfort of the individuals supporting your business are critical to your success. Call us to determine how we can tailor our solutions to fit the needs of your operation.



SELF CONTAINED MOBILE UNITS

- Personal Hygiene Units - Conditioned restroom and shower trailers with 2 to 30 stalls per unit
- ADA compliant restroom units
- Laundry Units - Containerized, skid or trailered conditioned units with washers and dryers
- Port-O-Lets and hand-washing stations
- Fabric Structures - Designed to accommodate temporary housing, kitchens, dining, storage and medical
- Modular Structures - Skid or wheel mounted units; configurable for various short or long term applications
- On-Site Services - Janitorial, fresh water delivery, wastewater removal, power and fuel support available

MOBILE CREW CAMPS

- Mobile Command Centers
- VIP & Jack n' Jill Style Rooms
- Kitchen & Dining Centers
- Business Center
- Wireless Internet
- Self Serve Laundry Facilities
- Recreation Room
- Housekeeping
- Controlled Access Card Entry
- Self-contained Water
- Power Distribution
- Insulations: R40 (Ceiling); R30 (Walls); R40 (Floors)

PHONE

877-441-1684

WEBSITE

COTTONLOGISTICS.COM



C U L I N A R Y

The Art of Catering

EMERGENCY FOOD SERVICES





From catering and temporary facilities, to labor, project management and restoration services, Cotton companies' specialized divisions can provide comprehensive and turnkey solutions for any disaster, when critical infrastructure and resources aren't available.



**NATURAL
DISASTERS**



**SEVERE
WEATHER**



FIRES



**MANMADE
INCIDENTS**



**HUMANITARIAN
RELIEF**

Cotton Culinary understands the complex demands of disaster situations and knows that an interruption in business mean loss of revenue for our clients. With two decades and counting of background in the disaster recovery industry, the Cotton brand of companies has been instrumental in providing emergency facilities and food support services in the midst of hurricanes, environmental mishaps and other natural and manmade incidents.

In the aftermath of a disaster, special precautions must be taken to protect the life, health and safety of all individuals participating in the response. Our personnel hold various OSHA trade certifications, carry Transportation Worker Identification Credentials and are trained in the Incident Command System. All local, state, federal and maritime regulations are strictly adhered to and personnel maintain proper personal protective equipment at all times while on the jobsite.

While capable of conducting a quick assessment and mobilizing resources to an event on short notice, we realize that proactively developing a site specific strategy mitigates loss and gets people back to work faster. We encourage our clients to take measures to safeguard against incidents and have protocols in place in the event the unexpected occurs. Working in conjunction with other Cotton divisions to develop contingencies for a wide variety of events such as hurricanes, spills or turnarounds, Cotton Culinary can tailor an emergency response plan specific to our client's business and property.



visit us online, www.cottonculinary.com





GLOBAL DISASTER SOLUTIONS

TAB 6

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12-12-2019

Date


Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	<u>Cotton Commercial USA, Inc</u>	Contact	 _____ Signature
	_____		<u>James Scaife</u> Printed Name
	_____		<u>President</u> Position with Company
Address	<u>5443 Katy Hockley Cutoff Rd</u>		

	<u>Katy, TX 77493</u>	Official Authorizing Proposal	 _____ Signature
	_____		<u>James Scaife</u> Printed Name
Phone	<u>877-511-2963</u>		<u>President</u> Position with Company

Fax	_____		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Cotton Commercial USA, Inc
 Katy, TX United States

Certificate Number:
 2019-570688

Date Filed:
 12/17/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 Education Service Center ("ESC")

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Solicitation Number 19-16
 Disaster and Non-Disaster Restoration of Operational Services

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

5 Check only if there is NO Interested Party.

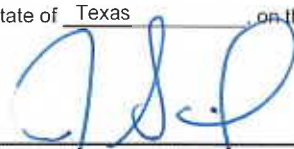
6 UNSWORN DECLARATION

My name is James Scaife, and my date of birth is 12/16/1966.

My address is 5443 Katy Hockley Cutoff Rd Katy TX 77493 USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 17 day of December, 2019
(month) (year)



 Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, James Scaife, as an authorized representative
of Cotton Commercial USA, Inc, a contractor engaged
by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

12-12-2019

Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2 Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act**

does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) 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.

(2) 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.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) 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.

(2) 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.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement].* A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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 must 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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



Signature of Contractor's Authorized Official

James Scaife- President

Name and Title of Contractor's Authorized Official

12-12-2019

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) 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.

(2) 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.

(3) 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."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding 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."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that

FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- b. The following provides a contract clause regarding 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.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.
- b. The following provides a contract clause regarding no obligation by the 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.”

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent 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.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Cotton Commercial USA, Inc

Address, City, State, and Zip Code: 5443 Katy Hockley Cutoff Rd Katy, TX 77493

Phone Number: 877-511-2962 Fax Number: _____

Printed Name and Title of Authorized Representative: James Scaife- President

Email Address: james@cottonteam.com

Signature of Authorized Representative:  Date: 12-12-2019

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No