



Equalis Group

ORIGINAL

Response to Request for Proposals: RFP COG-2134 Remediation, Restoration, and Rebuild Services
Due Date :Thursday, June 23, 2022.
Cotton Commercial USA, Inc. | 5443 Katy Hockley Cut Off Road, Katy, TX 77493





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.



GLOBAL DISASTER SOLUTIONS

RESTORATION • CONSTRUCTION • ROOFING • ENVIRONMENTAL RESPONSE • LOGISTICAL SUPPORT • CULINARY

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.

Recovery

In the recovery 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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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 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

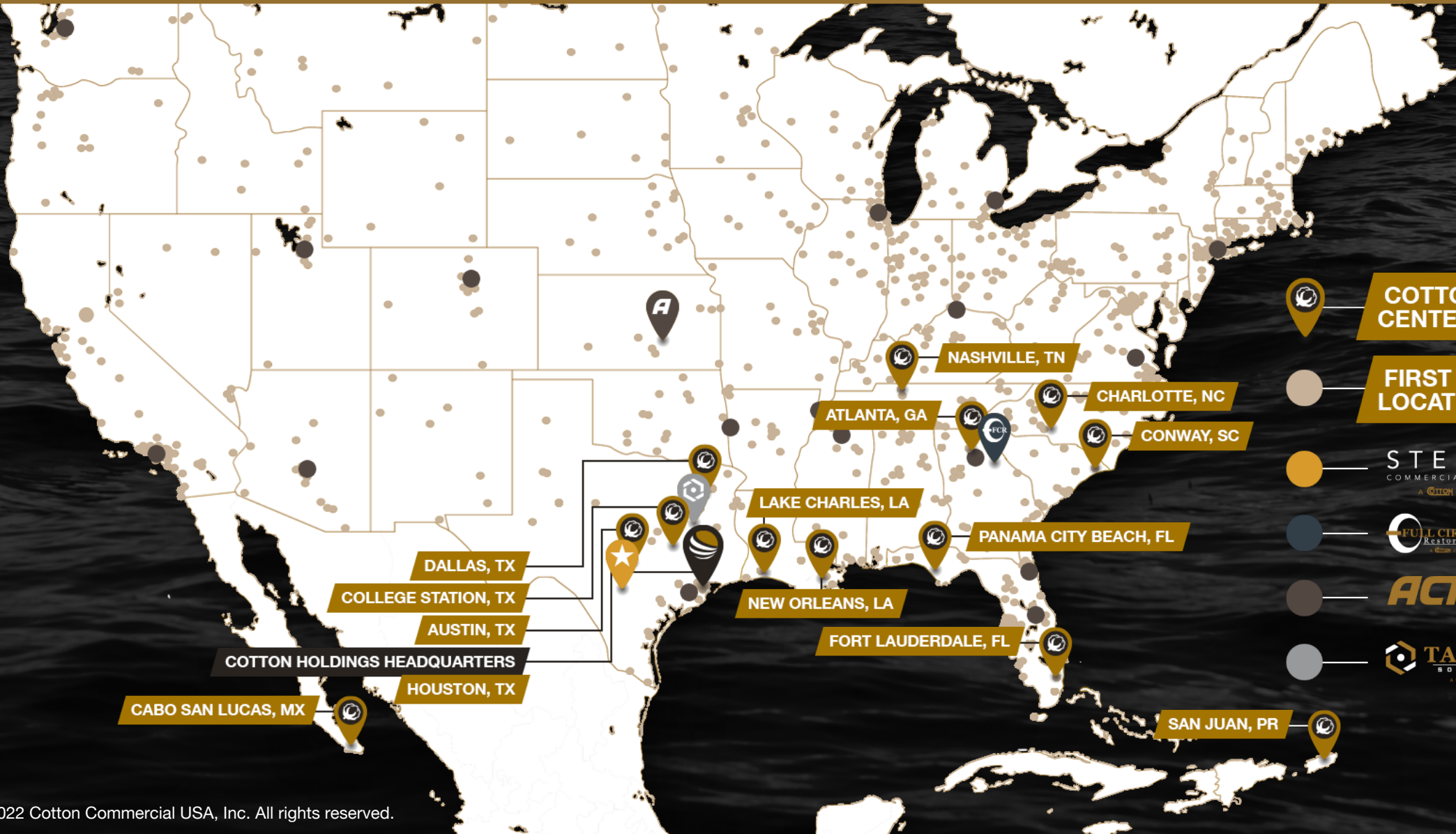
The Partner Client is the ultimate authority for the allocation of emergency resources. Cotton contingency services available to the Partner Client will include, but are not limited to:

- *Business Continuity Planning*
- *Catastrophe Consulting*
- *Catastrophe Management*
- *Emergency Response/Management*
- *Restoration/Recovery Services*
- *Construction Services/Consulting*
- *Environmental Response*
- *Logistics Service*
- *Debris Management/Services*
- *Leader Involvement*

CAPACITY



GLOBAL DISASTER SOLUTIONS



-  **COTTON RESPONSE CENTERS** (18)
-  **FIRST RESPONDER LOCATIONS**
-  **STELLAR** (19)
COMMERCIAL ROOFING
A COTTON COMPANY
-  **FULL CIRCLE** (1)
Restoration
A COTTON COMPANY
-  **ACT** (19)
Advance Catastrophe Technologies
A COTTON COMPANY
-  **TARGET** (2)
SOLUTIONS
A COTTON COMPANY



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GLOBAL DISASTER SOLUTIONS

TAB 1

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Cotton Commercial USA, Inc	
1.1.2. Corporate Street Address:	5443 Katy Hockley Cutoff Rd. Katy, TX 77493	
1.1.3. Website:	www.cottongds.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Cotton Commercial USA, Inc was formed in October 2007. It has been under current name for 15 years.	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Parker Baker
	Title:	VP Business Development
	Phone:	281-932-3017
	E-Mail Address:	parkerb@cottonteam.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent.	Contact Name:	James Scaife
	Title:	President
	Phone:	877-511-2962
	E-Mail Address:	james@cottonteam.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	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. See attached Bonding Letter.	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	Cotton has not been a part of bankruptcy or insolvency for over last 3 years. Cotton's balance sheet is healthy.	

<p>1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>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 3 years has it been a party to litigation that would materially affect its business, financial condition or operating results</p>
<p>1.3. Company Qualifications</p>	
<p>1.3.1. <i>Company Description.</i> Provide a description of your company.</p>	<p>Originally founded in 1996 by Pete Bell and Daryn Ebrecht, Cotton built a reputation of excellence that has lasted more than 25 years. Beginning in Houston, Texas, Cotton focused on providing clients in both the private and public sector 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 corporate and retail businesses, commercial office, manufacturing, and industrial clients, in industries including healthcare, education, hospitality, and entertainment, as well as the public sector.</p>
<p>1.3.2. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>Cotton has provided emergency response restoration, mitigation, and reconstruction services for 26 years. About 75% of revenue is generated from these services over last 3 years.</p>
<p>1.3.3. <i>Socio-economically Disadvantaged Business Engagement.</i> Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>1.3.4. <i>Geographic Reach.</i> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Cottons service reach is in all 50 US States. We intend to provide services nationwide, except New Jersey.</p>
<p>1.3.5. <i>Certifications and Licenses.</i> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why</p>	<p>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 states that carry a separate license. Cotton is also compliant with national, state and local business license.</p> <p>Please see attached GC License List.</p>

<p>did your company lose any referenced certifications?</p> <p>1.3.6. NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. FEMA Experience. Provide a description of your experience working with FEMA declared emergencies.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

<p>1.4.2. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year.</p>	<p>Omnia Partners R191605 1M in revenue</p>
<p>1.4.3. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>12% total annual revenue at 20M</p>
<p>1.4.4. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>6% total annual revenue at 10M</p>
<p>1.4.5. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, <p>1.4.6. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>	<p>See attached education references</p>
<p>2. <u>Products & Services</u></p>	
<p>2.1. PRODUCTS & SERVICES</p>	
<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and</p>	<p>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</p>

<p>services you are offering as a part of your proposal.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Cotton Culinary brands. Cotton Restoration division will be responsible for providing restoration services and reconstruction services.</p>
<p>2.1.2. Emergency Response. Describe how your organization responds to emergencies.</p>	<p>Once Cotton is notified by Equalis Group, within 15 minutes the designated Cotton Project Coordinator (PC) will contact the appropriate Equalis Group 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 hospitality experience to provide internal and dedicated labor, assets, and resources to simultaneously assist Equalis Group as a priority client under the direct control of Cotton.</p>
<p>2.1.3. Project Management. Provide a description of your approach, strategies and personnel requirements as it relates to project management</p>	<p>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 allwork 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.</p>
<p>2.1.4. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Please see attached Cotton Logistics, Environmental and Culinary Slick for value added services.</p>
<p>3. <u>Business Operations</u></p>	
<p>3.1. Customer Service</p>	
<p>3.1.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer</p>	<p>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</p>

<p>service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>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.</p> <p>Uniquely, Cotton maintains a 24-hour hotline and operations node within our Corporate Headquarters in Katy Texas. It is always serviced by fulltime Cotton employees and is the call center for all Cotton operations. Cotton does not utilize an answering service. A call received at any time is received by Cotton personnel that understand our core requirements and know immediately what details are needed, how to organize project details and who those details should be distributed to for instant action.</p> <p>Cotton is available 24 hours a day / 7 days a week / 365 days a year.</p>
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3.1.2. Bonding Capabilities

<p>3.1.3. Bonding. Describe your company's bonding capacity. Your response may include, but is not limited to, the bonding company's surety rating.</p>	<p>Cotton has bonding support on single projects of \$20,000,000.00 with a total aggregate of \$100,000,000.00.</p>
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4. PRICING

4.1. Cost Proposal

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.</p>	<p>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.</p> <p>For Construction Cotton uses Xactimate software for unit cost pricing with a coefficient of 1. When</p>
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	<p>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.</p>
<p>4.1.2. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>4.1.3. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Cotton will offer a Quick Pay Discount of 3% Net 15</p>
<p>4.1.4. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>n/a</p>
<p>5. <u>GO-TO-MARKET STRATEGY</u></p>	
<p>5.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader.</p>	<ol style="list-style-type: none"> 1. James Scaife- President james@cottonteam.com 2. Blake Adkins- Contracts Manager blake.adkins@cottonteam.com 3. Parker Baker- Sales parkerb@cottonteam.com 4. Leslie Klodzinski- AR Manager AR@cottonteam.com <p>5.ZINAT.AHMED@COTTONTEAM.COM</p> <p>ZINAT AHMED- EVP MARKETING</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key</p>	<p>Please see attached Cotton Footprint Map which includes Cotton</p>

<p>staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>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 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 location. Our Cotton designated project coordinator / manager will be in constant communication with the Equalis team, advising detailed timelines, procedures, and scope of services needed to properly mitigate the property damage.</p> <p>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.</p>
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5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company’s expectations in the event of a contract award?	Cotton expectations in the event of award is to utilize Equalis list to start process in generating new clients and revenue.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company’s vision and strategy to leverage a resulting contract	Cotton working with Equalis plans on executing a cooperative marketing strategy. It’s more time efficient and cost-effective to band together and

<p>with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>cross-promote services. For Equalis clients, cooperative marketing can be highly convenient- as well as economically efficient for the businesses pooling their resources together. Over next 5 years is to on a year-to-year basis is to expand new clients and growth on year over year revenue growth.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Cotton sales objectives over next 5 years is customer outreach, customer satisfaction, customer retainment. These factors in tandem with Equalis will help drive revenue growth and expand footprint for successful partnership that will have metric to support growth each year.</p>
<p>6. ADMIN FEE & REPORTING</p>	
<p>6.1. Admin Fee</p>	
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p>
<p>6.2. Reporting</p>	
<p>6.2.1. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Cotton confirms</p>
<p>6.2.2. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Cotton utilizes IFS software that integrates financial and operations data. These 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.</p>

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3 - Diversity Vendor Certification Participation**
- Proposal Form 4 - Certifications and Licenses**
- Proposal Form 5 - Unresolved Findings for Recovery**
- Proposal Form 6 - Mandatory Disclosures**
- Proposal Form 7 - Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8 - Mandatory Supplier & Proposal Certifications**
- Proposal Form 9 - Clean Air Act & Clean Water Act**
- Proposal Form 10 - Debarment Notice**
- Proposal Form 11 - Lobbying Certification**
- Proposal Form 12 - Contractor Certification Requirements**
- Proposal Form 13 - Boycott Certification**
- Proposal Form 14 - Federal Funds Certification Forms**
- Proposal Form 15 - FEMA Requirements Certification Forms**
- Proposal Form 16 - Arizona Contractor Requirements**
- Proposal Form 17 - New Jersey Requirements**
- Proposal Form 18 - General Terms and Conditions Acceptance Form**
- Proposal Form 19 - Equalis Group Administration Agreement Declaration**
- Proposal Form 20 - Master Agreement Signature Form**

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they 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: Click or tap here to enter text.

- 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: Click or tap here to enter text.

- c. Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is an DVBE: Yes No
List certifying agency: Click or tap here to enter text.

- d. Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is an HUB: Yes No
List certifying agency: Click or tap here to enter text.

- e. Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is an HUBZone: Yes No
List certifying agency: Click or tap here to enter text.

- f. Other**
Respondent certifies that this firm is a recognized diversity certificate holder: Yes No
List certifying agency: Click or tap here to enter text.

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Please see attached GC Licenses
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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
 No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

Yes

No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.

I, James Scaife, hereby certify and affirm that C, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, James Scaife, hereby certify and affirm that Cotton Commercial USA, Inc. is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, James Scaife, hereby certify and affirm that Cotton Commercial USA, Inc. is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

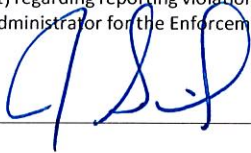
I, James Scaife, hereby certify and affirm that Bidder Name either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, James Scaife, hereby affirm that this proposal accurately represents the capabilities and qualifications of Cotton Commercial USA, Inc. and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

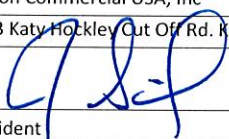
Authorized signature:



Printed Name: James Scaife
Company Name: Cotton Commercial USA, Inc
Mailing Address: 5443 Katy Hockley Cut Off Rd Katy TX 77493
Email Address: james@cottonteam.com
Job Title: President

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Cotton Commercial USA, Inc
Mailing Address: 5443 Katy Hockley Cut Off Rd. Katy TX 77493
Signature: 
Title of Signatory: President

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:  _____
Date: 6/12/2012

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

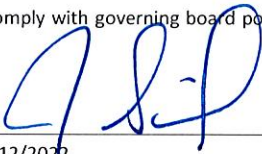
2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



Date: 6/12/2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? SS
 JS
 (Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? JS
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? JS
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? JS
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner 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.

Does Bidder agree? JS
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree? JS
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? JS
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? JS
(Initials of Authorized Representative)

8. Debarment and Suspension

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? JS
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? JS
(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? JS
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? JS
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? JS
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? JS
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? JS
(Initials of Authorized Representative)

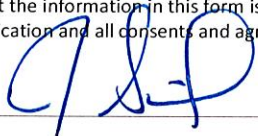
15. Applicability to Subcontractors

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

Does Bidder agree? JS
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: James Scaife
Company Name: Cotton Commercial USA, Inc
Mailing Address: 5443 Katy Hockley Cut Off Rd. Katy TX 77493
Job Title: President

PROPOSAL FORM 15: FEMA REQUIREMENTS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Bidder should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Bidder agree? JS
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Bidder agree? JS
(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Bidder agree? JS
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Bidder agree? JS
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Bidder agree? JS
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Bidder agree? JS
(Initials of Authorized Representative)

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

The Winning Supplier 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.

Does Bidder agree? JS
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Bidder agree? JS
(Initials of Authorized Representative)

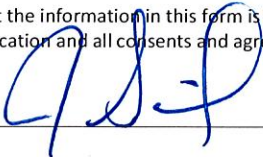
8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Bidder agree? JS
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: James Scaife
Company Name: Cotton Commercial USA, Inc
Mailing Address: 5443 Katy Hockley Cut Off Rd Katy TX 77493
Job Title: President

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? JS

(Initials of Authorized Representative)

Date: 6/12/2022

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No

In the event the Awarded Suppliers desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contain in this proposal form are intended to provide the respondent with documentation that would need to be completed so that the public agency is in compliance with local requirements for products and services through a cooperative contract.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. 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 Respondent 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: _____
 Street: _____
 City, State, Zip Code: Click or tap here to enter text.

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., 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, Click or tap here to enter text., a partner in Click or tap here to enter text., 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:

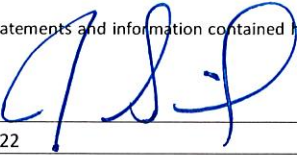
I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if 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
------	---------	----------

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

Signature:



Date: 6/12/2022

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

- We take no exceptions/deviations to the general terms and conditions

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

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Terms and Conditions of the Master Agreement - Section 2

Section 2.4 – Term

- Add the following at the end of the paragraph:
- "An updated Rate Sheet shall automatically replace the current Rate Sheet for each Renewal Term and Extended Term without any further action on the part of any Party upon delivery of the updated Rate Sheet to CCOG."

Section 2.7 Add to the following in a new paragraph at the end of the section:

- Equalis Group shall protect, indemnify, and hold harmless Winning Supplier and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of CCOG or Equalis Group, CCOG or Equalis Group employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

Section 2.12 Add the following to the end of the section:

- This right does not include access to any of Winning Supplier's documentation pertaining to base cost or which could be used to determine any of its subcontractor's base costs

Section 2.16

- Please replace the words "Ohio" with the words "where the Services are provided" in the first sentence.
- Please replace the word "Cuyahoga County, Ohio" with the words "where the Services are provided" in the third sentence.

Sample Administration Agreement – Attachment A

Section 2.4 (b) – Joint Marketing/Logo & Name Use

- Insert the words "upon written notice and approval from Winning Supplier" to the end of the first sentence.
- Insert the words "upon written notice and approval from Equalis" to the end of the second sentence.
- In the last sentence of the paragraph, insert the words "or upon request by either Party," after the word "Agreement," and before the words "each Party shall..."

Section 3.3 – Audit of Winning Supplier

- Insert the following sentence at the end of the paragraph, “This right does not include access to any of Winning Supplier’s documentation pertaining to base cost or which could be used to determine any of its subcontractor’s base costs.”

Section 3.8 – Governing Law; Invalidation

- Please replace the words “Ohio” with the words “where the Services are provided” in the first sentence.
- Please replace the word “Cuyahoga County, Ohio” with the words “where the Services are provided” in the third sentence.

Section 3.10 – Assignment

- Insert the following sentence at the end of the paragraph, “Winning Supplier’s right to subcontract under this Agreement shall not constitute an Assignment under this Section 3.10.”

Appendix C: Financial Terms

Section 1 – Administrative Fees.

- In the first sentence of the paragraph, replace the words “On or before the fifteenth (15th) of each month,” with the word. “Upon receipt of payment from the Member and within fourteen (14) days of payment,”

RFP – Section Two – Proposal Submission Docs, Technical Proposal and other Required Forms

Proposal Form 12: Contractor Certification Requirements

Section 2. Fingerprint & Criminal Background Checks

- In the first sentence, after the words “If required to provide services on school district property at least five (5) times during a month,” insert the words “not including a catastrophic event in which Winning Supplier is present from day one of such event to completion of services for such event, shall not count at five times during the month”

Proposal Form 15:

1. Access to Records

- At the end of the sentence insert the words
- “For clarity any documentation provided shall not include any base costs of Winning Supplier or Winning Supplier’s Subcontractor materials, supplies and labor.”

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Cotton Commercial USA, Inc
Address 5443 Katy Hockley Cut Off Rd
City/State/Zip Katy TX 77493
Phone Number 877-511-2962
Email Address james@cottonteam.com
Printed Name James Scaife
Job Title President
Authorized Signature 

Initial Term of the Master Agreement

Contract Effective Date: September 1, 2022
Contract Expiration Date: August 31, 2026
Contract Number: [Redacted]

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: Scott A. Morgan
As: CCOG Board President
Date: _____

By: _____
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: _____

Attachment A – Equalis Group Sample Administration Agreement

THIS ADMINISTRATION AGREEMENT (this "Agreement"), effective as of September 1, 2022, (the "Effective Date"), is entered into by and between Winning Supplier, a State corporation with its principal place of business at street address, City, State Zip ("Winning Supplier") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("Equalis"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

SECTION 1. RECITALS

- A. The Cooperative Council of Governments, Inc. ("CCOG") serves as a lead public agency (a "Lead Public Agency") for Equalis Group ("Equalis Group"), a national cooperative purchasing organization, by publicly procuring master cooperative purchasing agreements for products and services to be made available to Equalis Group members ("Equalis Group Member" or "Member").
- B. CCOG issued request for proposal ("RFP") #COG-2134 dated May 20, 2022 for contracting on behalf of Equalis Group Members for Remediation, Restoration, and Rebuild Services and awarded a contract to Winning Supplier for the products and services included in their submitted proposal ("Products & Services").
- C. CCOG, Equalis, and Winning Supplier entered into that certain master cooperative purchasing agreement (the "Master Agreement") #contract number effective as of the Effective Dates to provide Products & Services to Equalis Group Members.
- D. Equalis serves as the Contract Administrator of the Master Agreement on behalf of CCOG.
- E. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "Prospective Participants") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "Equalis Services") as more fully defined in Appendix B.
- F. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "Program Participant".
- G. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

2.2. Appendices. Winning Supplier agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in the Master Agreement, this Agreement, and the appendices attached hereto and made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

- (i) **Appendix A** defines Winning Supplier’s reporting requirements.
- (ii) **Appendix B** sets forth the roles and responsibilities of the Parties.
- (iii) **Appendix C** defines the financial terms between the Parties.

2.3. Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.4. Publicity & Joint Marketing.

(a) **Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

(b) **Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis upon written notice and approval from Winning Supplier. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier upon written notice and approval from Equalis. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, or upon request by either Party, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

3.1. Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by CCOG or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of the Winning Supplier, CCOG, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by CCOG or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by CCOG or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by CCOG or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

3.2. Term & Termination. The Term of this Agreement is the same as the Term of the Master Agreement. This Agreement shall only be terminated, and shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

3.3. Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations. This right does not include access to any of Winning Supplier's documentation pertaining to base cost or which could be used to determine any of its subcontractor's base costs.

3.4. Force Majeure. This Agreement will be temporarily suspended during any period to the extent that either Party during that period is unable to carry out its obligations under this Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, pandemic or epidemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("Event of Force Majeure"). Neither Party will have any liability to the other Party for a delay in performance nor failure to perform to the extent this Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Agreement.

3.5. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

3.6. Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

- a. If to **Winning Supplier:** **and with copy to:**
- | | |
|-------------------------|---------------------|
| Winning Supplier | Company Name |
| Attn: Name, Title | Attn: Name, Title |
| Street Address 1 | Street Address 1 |
| Street Address 2 | Street Address 2 |
| City, State Zip | City, State Zip |

- b. If to **EQUALIS:**
- Equalis Group LLC
 Attn: Eric Merkle, SVP
 5550 Granite Parkway, Suite 298
 Plano, Texas 75024

3.7. Waiver. Other than the rights and obligations with respect to payment provided by this Agreement, waiver by either Party of or the failure of either Party hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Agreement by the other Party may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Agreement.

3.8. Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio ~~where Services are provided~~ without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in ~~where Services are provided~~ **Cuyahoga County, Ohio**. In the event either Party initiates a suit, and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

3.9. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Agreement, or any of the Appendices incorporated herein, shall be binding upon either Party unless set forth in a writing signed by authorized representatives of the Parties.

3.10. Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement. ~~Winning Supplier's right to subcontract under this Agreement shall not constitute an Assignment under this Section 3.10.~~

3.11. No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise

provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

3.12. Entire Agreement. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

3.13. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.14. Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

EQUALIS GROUP LLC

By: _____

By: _____

Name: _____

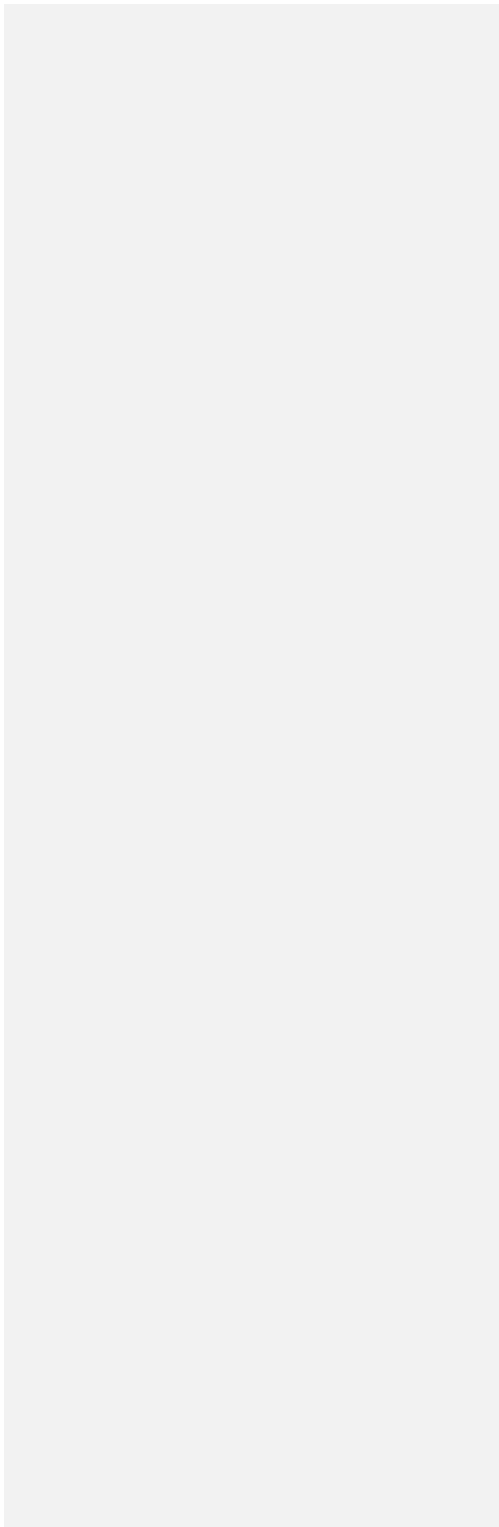
Name: Eric Merkle

As: _____

As: SVP, Sourcing & Operations

Date: _____

Date: _____



APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
Product packaging Unit of Measure level 3	
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
Admin Fee \$ *required	

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

- 1.1. **Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.
- 1.2. **Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.
- 1.3. **Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's Master Agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected Master Agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

- 2.1. **Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

- 2.2. **Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier’s executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.
- 2.3. **Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Winning Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.
- 2.4. **Marketing Commitment.** As mutually agreeable, Winning Supplier commits to work with Equalis to develop a sales and marketing plan (“Plan”) within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:
- 2.4.1. Issuing co-branded press release
 - 2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier’s websites
 - 2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier
 - 2.4.4. Jointly participating in national and regional conferences
 - 2.4.5. Jointly attending national and regional Equalis Group Member networking events
 - 2.4.6. Designing, publishing, and distributing co-branded marketing materials
 - 2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. Administrative Fee.

~~Upon receipt of payment from the Member and within fourteen (14) days of payment, On or before the fifteenth (15th) of each month.~~ Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of two percent (2%) of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

Commented [CH1]: Admin fee to Equalis 2% of total revenue invoiced to plan participants

2. Case-by-Case Administrative Fee Adjustments.

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. Rebates or Other Payments.

Insert rebate or other payment language as agreed.



REQUEST FOR PROPOSALS:

Remediation, Restoration, and Rebuild Services

RFP #:

COG-2134

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:

May 20, 2022

SECTION THREE:

Part A – General Terms and Conditions of Master Agreement

Section Three, Part A – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**" An updated Rate Sheet shall automatically replace the current Rate Sheet for each Renewal Term and Extended Term without any further action on the part of any Party upon delivery of the updated Rate Sheet to CCOG .
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
 - b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
 - c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
 - d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be

unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of

the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. Order of Precedence.

- (1) General terms and conditions
- (2) Specifications and scope of work
- (3) Attachments and exhibits
- (4) Documents referenced or included in the solicitation

2.6. Confidentiality.

- a. Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

- 2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or

subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

Equalis Group shall protect, indemnify, and hold harmless Winning Supplier and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of CCOG or Equalis Group, CCOG or Equalis Group employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. Notice & Opportunity to Defend; Limitations & Thresholds.

- a. Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.10. Termination Rights. The Parties shall have the termination rights set forth below.

- a. Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may

terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

2.11. **Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.12. **Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations. This right does not include access to any of Winning Supplier's documentation pertaining to base cost or which could be used to determine any of its subcontractor's base costs

2.13. **Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.14. **Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications,

including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

- a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier’s proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.15. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.16. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State ~~of Ohio~~ where Services are provided without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in where Services are provided ~~Cuyahoga County, Ohio~~. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney’s fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.17. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.18. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier’s or its subcontractor’s behalf shall not

discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

- b.** Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



GLOBAL DISASTER SOLUTIONS

TAB 2



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.

A. <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)	\$130.00	Assistant Project Manager (APM)	\$78.00
Project Manager (PM)	\$95.00	Project Administrative (PAA)	\$45.00
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)	\$110.00
Equipment Operator (EO)	\$68.00	Biohazard, Trauma, Forensic Technician (BTFT)	\$80.00
Restoration Supervisor (RS)	\$60.00	Biohazard, Trauma, Forensic Labor (BTFL)	\$65.00
Resource Coordinator (RC)	\$55.00	Certified Asbestos / Lead Supervisor (AS)	\$75.00
Restoration Technician (RT)	\$51.00	Asbestos Technician / Worker (AT)	\$58.00
General Labor (GLE) - (Experienced with Cotton Operations)	\$39.50	Mold Remediation Worker (MRW)	\$57.00
General Labor (GL)	\$36.00		
<u>CLASSIFICATION - Construction</u>	<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Metal Worker / Fabricator (FAB)	\$160.00	Wallcovering Installer (WPR)	\$60.50
Electrician (E)	\$145.00	Carpenter - Finish (FNH)	\$60.50
HVAC Technician (HVC)	\$145.00	Masonry (MAS)	\$60.00
Plumber (PLM)	\$145.00	Drywall (D)	\$58.00
Fire Suppression (FS)	\$135.00	Painter (P)	\$58.00
Welder (WLD)	\$98.50	Carpenter - Rough (FNC)	\$57.50
Scaffolder (SCF)	\$95.00	Tile Installer (TIL)	\$56.50
Estimator (EST)	\$85.00	Flooring Installer (FCI)	\$56.00
Superintendent (SP)	\$79.50	Acoustic Tile Installer (ACT)	\$55.00
Trade Supervisor (TS)	\$69.00	Insulation Technician (INS)	\$48.00
Roofer (RFG)	\$65.00		
Management Fee (Management of Customer Labor Force)		\$4.50 per hour / man	

B. Labor Considerations / Provisions:

- 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 is subject to 1.5 times normal rates. All hours will reset on Monday and subject to our normal hourly rates.*
- 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.*
- 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. UNSCHEDULED / 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 \$45.00. Due to regional costs, there will be a \$60.00 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, Las Vegas, Philadelphia, Pittsburgh and Washington D.C. 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 FEE'S

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.



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

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: _____



EXHIBIT A
Rate Schedule (cont.)

Equipment

Equipment Description

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
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	\$ 28.00
Filter, Secondary HEPA Diffusers	Ea	\$ 50.00
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
Air Scrubber(HEPA) - Small (<1000 cfm)	Ea	\$ 95.00
Air Scrubber(HEPA) - Large (1001-2000 cfm)	Ea	\$ 145.00
HEPA Filtered Mobile Containment Cube	Ea	\$ 225.00
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 / Ozone Deodorization Machine	Ea	\$ 200.00
Ladder(Less than 12')	Ea	\$ 7.50
Ladder(Greater or Equal to 12')	Ea	\$ 25.00
Light, Demo / Drop / Stand / String	Ea	\$ 26.00
Light, Tower	Ea	\$ 180.00
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
Manometer, Recording Differential Pressure	Ea	\$ 50.00
Moisture Survey - IR Camera	Ea	\$ 125.00
Moisture Survey - Moisture Meter	Ea	\$ 25.00
Particle Counter	Ea	\$ 225.00
PPE Package A (3 or less)	Ea	\$ 9.50
PPE Package B (4 or more)	Ea	\$ 15.50

Equipment Description

Equipment Description	Unit	Daily
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	\$ 50.00
Scaffolding - Baker's 6'	Ea	\$ 27.00
Shower Kit for Decontamination Chamber	Ea	\$ 135.00
Sprayer, Airless	Ea	\$ 188.00
Sprayer, Electrostatic	Ea	\$ 150.00
Sprayer, Pump	Ea	\$ 8.00
Trailer - Flatbed, Cargo, Reefer	Ea	\$ 150.00
Trailer - Command / Office	Ea	\$ 575.00
Trailer - Fuel (refueling trailer)	Ea	\$ 375.00
Trash Can	Ea	\$ 7.00
Truck - (Bobtail/Box Truck)	Ea	\$ 175.00
Truck - Pulling/Tractor	Ea	\$ 195.00
Transportation Bus	Ea	\$ 500.00
Utility Terrain Vehicle - (UTV)	Ea	\$ 170.00
Vacuum, Anti-Static	Ea	\$ 105.00
Vacuum, HEPA	Ea	\$ 85.00
Vacuum, Wet/Dry	Ea	\$ 25.00
Van, Cargo/Passenger	Ea	\$ 150.00
Vehicle, Truck/Car	Ea	\$ 95.00
Washer, High Pressure (Cold)	Ea	\$ 95.00
Washer, High Pressure (Hot)	Ea	\$ 195.00

Drying Equipment Description

Drying Equipment Description	Unit	Daily
Air Mover / Axial Fan	Ea	\$ 30.00
Injection Drying Machine/Manifold	Ea	\$ 145.00
Air Blower, Industrial High CFM	Ea	\$ 85.00
Dehumidifier Refrigerant - LG (<130 ppd)	Ea	\$ 125.00
Dehumidifier Refrigerant - XL (>=130 ppd)	Ea	\$ 150.00
Dehumidifier Refrigerant - XXL (>170 ppd)	Ea	\$ 175.00
Desiccant Dehumidifier 150-499 CFM	Ea	\$ 280.00
Desiccant Dehumidifier 500-999 CFM	Ea	\$ 435.00
Desiccant Dehumidifier 1000-2999 CFM	Ea	\$ 1,125.00
Desiccant Dehumidifier 3000-4499 CFM	Ea	\$ 1,350.00
Desiccant Dehumidifier 4500-6000 CFM	Ea	\$ 1,470.00
Desiccant Dehumidifier 6001-9999 CFM	Ea	\$ 2,050.00
Desiccant Dehumidifier 10000-11999 CFM	Ea	\$ 2,550.00
Desiccant Dehumidifier 12000-15000 CFM	Ea	\$ 3,850.00
Air Conditioner - 1 - 2 ton - Portable	Ea	\$ 250.00
Air Conditioner - 20 - 30 ton	Ea	\$ 1,129.00

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. Cotton USA Supplied Small Tools Charge

A "Small Tools" charge of 3% is calculated based upon the total billable amount of labor. The following "small tools" list includes but is not limited to: Adj. Wrench, Crow Bar, Pry Bar, Bolt Cutters, Broom (Corn, Street, Push), Paint Brush/Roller, Buckets, Bulb (Demo Light), Chain, Chalk and Chalk Line, Dolly (Floor), Drill Bit Set, Extension Cord/3-Way, Fuel Can, Funnel, Fire Extinguisher, Hammer Carpenter/Sledge, Flashlight, Hand Truck, Ice Chest, Tie/Cord/Twine for layflat, Floor Scraper, Lockout Tagout Kit, Pallet Jacks, Rake(Leaf/Garden), SDS book, Dust Pan, Putty Knife, Hand Saw, Hack Saw, Scissors, First Aid Kit, Sheet Metal Shears, Shovel (Scoop, Spade, Square), Siphon Pump, Socket Set, Squeegee(Floor/Window), Staple Gun, Tape Gun, Washtub, Utility Knife, Unger Pole w/ Fixi Clamp, Water Cooler, Screw Drivers, Water Hose.

5. PPE Package Items

Hard Hat, Safety Glasses, Face Shield, Back Brace, Knee Brace, Rubber/Work Boots, Chainsaw Chaps, Ear Protection or Safety Vest.

6. Weekly Rental Rates - Equipment

Equipment(LGR Dehumidifiers, Air Scrubbers, HEPA Vacuums, and Air Movers) 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

	<u>Unit</u>	<u>Rate</u>
Alcohol, Isopropyl	Gal	\$ 55.21
Carpet, Cleaner / Deodorizer	Gal	\$ 25.98
Carpet, Defoamer	Gal	\$ 63.87
Cleaner, Glass	Gal	\$ 17.21
Cleaner, Glass Spray	Ea	\$ 10.85
Degreaser, Light Duty	Gal	\$ 31.34
Degreaser, Heavy Duty	Gal	\$ 53.04
Deodorizing Gel / Block	Ea	\$ 69.28
Deodorizing Liquid	Gal	\$ 81.19
Deodorizing Odor Crystals	Gal	\$ 100.67
Disinfectant / Biocide	Gal	\$ 64.95
Disinfectant / Biocide Tablet	Ea	\$ 1.44
Disinfectant / Bleach	Gal	\$ 9.74
Floor Stripper	Gal	\$ 69.28
Floor Wax	Gal	\$ 80.11
Ice Melt - Granular	Lb	\$ 1.50
Remover - Goof Off	Ea	\$ 29.59
Remover - Carpet / Mastic	Gal	\$ 34.68
Thermo Fog	Gal	\$ 162.38
Furniture Polish	Ea	\$ 14.43
<u>Lubricant, Machinery</u>		
Preserver - Light	Gal	\$ 49.15
Long Term Preserver - Heavy	Gal	\$ 61.05
Stainless Steel Cleaner	Ea	\$ 15.98
Sealant - Encapsulant, Asbestos	Gal	\$ 16.67
Sealant - Encapsulant, Duct	Gal	\$ 84.44
Sealant - Encapsulant, Odor	Gal	\$ 64.80
Sealant - Encapsulant, Antifungal	Gal	\$ 140.73
Spray Adhesive	Ea	\$ 7.04
<u>HVAC</u>		
Cleaner, HVAC Coil	Gal	\$ 80.11
Lock Tight / Air Lock (grey)	1/2 Gal	\$ 75.68
Pre - Filter for HVAC Negative Air Machine	Ea	\$ 27.93
Cube(Secondary) Filter for HVAC Negative Air Machine	Ea	\$ 68.20
18" x 18" Precut Sheet Metal	Ea	\$ 15.16

Material Description

	<u>Unit</u>	<u>Rate</u>
Bags, Trash	RI	\$ 35.93
Bags, Trash Environmental - 6ml	RI	\$ 184.03
Brown Paper	RI	\$ 114.75
Box, Book / Freeze Dry	Ea	\$ 3.36
Box, Dish Pack	Ea	\$ 6.82
Box, Picture	Ea	\$ 18.60
Box, Wardrobe	Ea	\$ 42.00
Carpet mask 36" x 500'	RI	\$ 231.66
Containment Boom	Ea	\$ 36.81
Brush, Wire	Ea	\$ 4.55
Brush, Grout	Ea	\$ 1.62
Brush, Long Handle / Scrub	Ea	\$ 13.53
Disposable Decontamination Chamber, Single/Dual Room	Ea	\$ 192.33
Disposable Decontamination Chamber, Three Room	Ea	\$ 435.17
Dust Mask	Ea	\$ 4.55

Material Description

	<u>Unit</u>	<u>Rate</u>
Ducting, 20" Lay flat (6 mil)	Ft	\$ 1.50
Ducting, 18" Lay flat (6 mil)	Ft	\$ 1.25
Ducting, 12" Lay flat (6 mil)	Ft	\$ 1.00
Ducting, 8" Lay flat (6 mil)	Ft	\$ 0.75
Filter, Pre Filter for HEPA Vacuum	Ea	\$ 9.74
Filter, HEPA for Hepa Vacuum	Ea	\$ 372.38
Filter, Collection bag for HEPA Vacuum	Ea	\$ 8.12
Filter, Rolled Material	Sf	\$ 3.22
Filter, Pleated for Neg Air Machine	Ea	\$ 9.85
Filter, Pre Filter for Neg Air Machine	Ea	\$ 2.15
Filter, Charcoal for Neg Air Machine	Ea	\$ 28.69
Filter, HEPA for Neg Air Machine	Ea	\$ 269.80
Filter, Pleated for Phoenix 200	Ea	\$ 9.20
Filter, Pleated for Phoenix 300	Ea	\$ 16.24
Floor Protectant, Ram Board	RI	\$ 108.25
Furniture Blankets	Ea	\$ 27.06
Furniture Blocks	Bx	\$ 110.42
Furniture Pads	Bx	\$ 126.65
Gloves, Cut Resistant	Pr	\$ 14.51
Gloves, Surgical Latex	Bx	\$ 45.47
Gloves, Work / Rubber / Leather	Pr	\$ 3.57
Inventory Tags	Bx	\$ 46.55
Mop Heads	Ea	\$ 8.40
Pads, Floor Buffer - Round	Ea	\$ 10.85
Pads, Floor Buffer - Rectangle	Ea	\$ 32.35
Plastic FR Sheeting - Cordek	Ea	\$ 64.95
Plastic Sheeting (20' x 100') 4 mil	RI	\$ 119.08
Plastic Sheeting (20' x 100') - 6 mil FR	RI	\$ 259.80
Painters Plastic (.75 mil)	RI	\$ 54.80
Respirator Cartridge	Ea	\$ 21.54
Scrub pads 6 X 9 (20 per box)	Bx	\$ 48.71
Sleeves, Cut Resistant	Pr	\$ 17.10
Sponges, Soot Removal	Ea	\$ 2.49
Spray Bottle w/ Trigger	Ea	\$ 4.33
Sticky Mats 18" x 36" (30 Pads)	Ea	\$ 27.20
Tape, Asbestos(Danger)	RI	\$ 25.00
Tape, Caution	RI	\$ 14.07
Tape, Duct(Teal)	RI	\$ 14.88
Tape, Duct(Grey/White)	RI	\$ 11.91
Tape, Double Sided (Containment)	RI	\$ 34.64
Tape, Blue / painters	RI	\$ 14.88
Tape, HVAC (Aluminum)	RI	\$ 37.35
Tape, Box (Clear)	RI	\$ 6.31
Tape, Box (Brown)	RI	\$ 14.54
Tarps	Sf	\$ 0.26
Tyvek Suits - General / Mold	Ea	\$ 11.26
Tyvek Suits - Chemical / Forensic	Ea	\$ 23.60
Wipes, Cotton Cloth	Lb	\$ 4.98
Wipes, Microfiber (25 Wipes)	Pkg	\$ 31.39
Wipes, Lint Free / Anti Static	Pkg	\$ 36.81
Wrap, Bubble / Anti Static(Small)	RI	\$ 256.55
Wrap, Bubble / Anti Static(Large)	RI	\$ 99.37
Wrap, Shrink	RI	\$ 54.13
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.

Legal Name: Cotton Commercial USA, Inc.
Mailing Address: 5443 Katy Hockley Cutoff Rd
Katy, TX 77493
Telephone: 713-849-9300
Fax: 281-712-4251

Corp Address: 5443 Katy Hockley Cut Off Rd
Katy, TX 77493

FED ID#: 20-2702810
Dunn & Bradstreet #: 119792633
SIC Code: 154200
NAICS: 236220
CAGE Code: 46U86

Not Non-Profit **C-Corp**
Not Tax Exempt

In Business Since: 1996

Incorporated Since: October 16, 2007
State of Incorporation: Texas

Principals and Officers

Pete Bell	CEO	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493
Randall Thompson	COO	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493
Bryan Michalsky	CFO	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493
James Scaife	EVP of Restoration	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493
Chris Sneck	EVP of Construction	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493
Kevin Freeman	EVP of Finance	713.849.9300	5443 Katy Hockley Cut Off Rd	Katy, TX 77493

AP Information:

Name: Jessica Alvarado
Email: ap@cottonteam.com
Office: 713.849.9300
Fax: 281-712-9801

Bank Information:

BBVA Compass
2200 Post Oak Blvd
Houston, TX 77056

Acct #: 6753008770 Disbursement Account
Acct #: 6753009092 Deposit Account
Routing#: 113010547
POC:
Phone: 713-966-2583
email:

Ownership Information:

Cotton Holdings, Inc.
5443 Katy Hockley Cutoff Rd
Katy, TX 77493
Phone: 713-849-9300
Under ownership since 2010

References:

AramSCO, Inc. (Consumables)
1480 Grandview Ave.
Paulsboro, NJ 08066
P: 856.686.7754
F: 856.686.4422
Poc: Jodi Jacoby

Sunbelt Rentals (Equipment)
3430 Ashley Phosphate Road
North Charleston, SC 29420
T: 843.414.0322
C: 843.864.4235
F: 803.578.6329
POC: Krysta Kneece
email: kkneece@sunbeltrentals.com

Abatix (Consumables)
P.O. Box 671202
Dallas, TX 75267
P: 214.381.1146
F: 214.764.8435
POC: Tammy Bynum
email: tammy_bynum@abatix.com

One Source Staffing and Labor (Labor)
930 E Hwy 56
Olathe, KS 66061
P: 913.747.0405
F: 913.747.0418
POC: Ryan Gregor
email: RyanG@1sourcelabor.com



November 3, 2021

Cotton Holdings, Inc.
840 W Sam Houston Pkwy N
Houston, TX 77024

Dear Recipient,

This letter serves as a notification that PNC bank has established a banking relationship with COTTON COMMERCIAL USA INC and to confirm the following account and routing information:

Account Numbers: 4949697893 deposit
4949697818 operating

ABA for ACH: 071921891

ABA for WIRES: 041000124

Wire Swift CODE: PNCCUS33

Bank Address: PNC Bank
500 First Ave
Pittsburgh, PA 15219

Please let me know if I can be of any further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Butler", written over a horizontal line.

Christine Butler
Senior Vice President
PNC Bank, N.A.
christine.butler@pnc.com

Request for 3 Year Financials

Cotton Commercial USA, Inc., including its parent and its direct and indirect subsidiaries, 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.

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.

Print or type. See Specific Instructions on page 3.	<p>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.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 5443 Katy Hockley Cutoff Road</p> <p>6 City, state, and ZIP code Katy, TX 77493</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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									

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 ▶ <u>1/3/22</u>
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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.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2022

5/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Starr Indemnity & Liability Company			38318
INSURER B: Oxford Insurance Company NC LLC			16817
INSURER C: Federal Insurance Company			20281
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES Commercial **CERTIFICATE NUMBER:** 16927711 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	1000025965221	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000672962221	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	548-22-NC	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	See Attached	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Crime	N	N	8248-0958	7/31/2020	7/31/2022	Limit: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Upon execution of an agreed contract, we can provide additional insured, waiver of subrogation, primary/noncontributory and cancellation endorsements based on the terms and conditions of the executed contract.

CERTIFICATE HOLDER

16927711
SPECIMEN

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UNCOMMONLY INDEPENDENT

June 4, 2021

Re: Cotton Holdings, Inc.- Historical Experience Modification Rating

To whom it may concern,

Please accept this letter as record of Cotton Holdings Inc. experience modification rating (EMR) for the previous five years.

2017- 0.91

2018- 0.68

2019- 0.71

2020- 1.01

2021- 1.09

Should you have any questions, please do not hesitate to contact me.

Best,

Gabrielle Panessa, ARM
Account Manager

May 5, 2022

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

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

To Whom It May Concern:

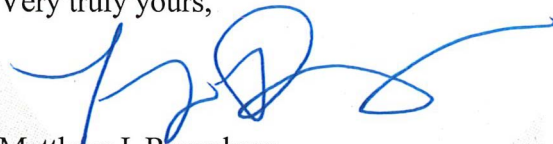
Cotton Commercial USA, Inc. is a highly regarded and valued client of Federal Insurance Company, as surety, and R&P Surety, LLC, as agent. Federal Insurance Company is rated A++ (XV) in the Best's Key Rating Guide and listed in the Department of the Treasury's Listing of Approved Sureties (Department 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

cc: Jordan Ezekiel, Federal Insurance Company
Brian Wagenheim, Federal Insurance Company



PETE BELL

CEO & Co-Founder

- 22-years of experience in disaster management & logistical support
- Extensive experience managing large operations & high profile projects in the United States & abroad
- Holds a bachelors 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 bachelors 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 bachelors of Business Administration from Sam Houston State University; is also a Certified Public Accountant



JAMES SCAIFE

President

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



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 BBA 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 BBA from Oklahoma University and an MBA from the University of Phoenix



LANCE EWING

EVP Global Risk & 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 the Year
- Holds a masters in Law & Justice from the University of Pittsburg and a masters in Occupational Safety Engineering



RUSSELL WHITE

Executive Vice President

- 21-years of disaster management experience
- Prior experience in national disaster recovery, business development, and project management
- Holds a bachelors of science in Wildlife Ecology from Texas A&M University



TRES HURST

Chief of Staff

- 26-years of experience at the Department of Defense
- Prior experience in tactical operations and business continuity services
- Holds a bachelors of science from Sam Houston State University and an MS from the Naval Postgraduate School



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



**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 Oversight**



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.



GLOBAL DISASTER SOLUTIONS

TAB 3



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
Alaska	142503
Arizona	3007088
Arkansas	218350816
California	1011108
Colorado	Not Applicable
Connecticut	MC00902908
Delaware	4720118
Florida	CGC051967
Georgia	GCC0004252
Hawaii	Future
Idaho	Not Applicable
Illinois	Not Applicable
Indiana	Not Applicable
Iowa	C125971
Kansas	Not Applicable
Kentucky	Not Applicable
Louisiana	42741
Maine	Not Applicable
Maryland	16475510
Massachusetts	105494
Michigan	Not Applicable
Minnesota	Not Applicable
Mississippi	21411-MC
Missouri	Not Applicable

Montana	By Co. Name
Nebraska	37324
Nevada	E0806472006-9
New Hampshire	Not Applicable
New Jersey	Not Applicable
New Mexico	369618
New York	Not Applicable
North Carolina	71113
North Dakota	420052
Ohio	Not Applicable
Oklahoma	8000767
Oregon	204212
Pennsylvania	Not Applicable
Rhode Island	Not Applicable
South Carolina	116505
South Dakota	Not Applicable
Tennessee	70587
Texas	Not Applicable
Utah	Future
Vermont	Not Applicable
Virginia	2705-139528A
Washington	CottoCU892NS
West Virginia	Future
Wisconsin	15552
Wyoming	Not Applicable

MAIN OFFICE

5443 KATY HOCKLEY CUT-OFF RD
KATY, TX 77493

PHONE

877.511.2962

WEBSITE

COTTONGDS.COM



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.

NOTE: Issuance of the wallet card is in a separate mailing.

COTTON
13615 LINDSEY HILL LN
CYPRESS TX 77429-4625

<i>Rick Figueroa</i> Chair		<i>Gerald R. Callas, M.D., F.A.S.A.</i> <i>Helen Callier</i> <i>Nora Castañeda</i> <i>Joel Garza</i> <i>Gary F. Wesson, D.D.S., M.S.</i>
<i>Thomas F. Butler</i> Vice Chair		
<p><i>Mold Remediation Contractor</i> RUSSELL WHITE</p>		
<p>License Number: MRC0279</p>		
<p>The person named above is licensed by the Texas Department of Licensing and Regulation.</p>		
<p>License Expires: July 13, 2024</p>		<p>Mike Arismendez, Jr. Executive Director</p>



GLOBAL DISASTER SOLUTIONS

TAB 4



GLOBAL DISASTER SOLUTIONS

EDUCATION REFERENCES



LARGE NOTABLE PROJECTS

VAN INDEPENDENT SCHOOL DISTRICT

Don Dunn - Superintendent
donald.dunn@vanisd.org
903.216.6019

TANGIPAHOA PARISH SCHOOLS

(Hammond, LA Area)
Brett Schnadelbach - CFO
Bret.schnadelbach@tangischools.org
985.748.2433

DEWEYVILLE ISD

Kevin Clark - Superintendent
Keclark@deweyvilleisd.com
903.724.3310

TEXAS A&M UNIVERSITY

Henry Judah
hjudah@tamus.edu
979.820.2006

BAY DISTRICT SCHOOLS

(Panama City, FL Area)
Bill Husfelt III - Superintendent
husfewv@bay.k12.fl.us
850.767.4100

NEW CANEY ISD

Mike Milling
mmilling@newcaneyisd.org
281.577.8642

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.

MAIN OFFICE

5443 KATY HOCKLEY CUT-OFF RD
KATY, TX 77493

PHONE

877.511.2962

WEBSITE

COTTONGDS.COM



GLOBAL DISASTER SOLUTIONS



CONSTRUCTION REFERENCES



LARGE NOTABLE PROJECTS

UNIVERSITY OF HOUSTON

Jerry Bogna
Director of Engineering
jbogna@central.uh.edu
661-839-8267

ATRIUM HOSPITALITY

Phil Miller
Director Corporate Facilities
pmiller@atriumhospitality.com
(901) 761-4664

FALCON POINT COUNTRY CLUB

Stephen Morris
General Manager
Stephen.morris@ourclub.com
832-618-4102

THE HEARTHSTONE COUNTRY CLUB

Stephen Morris
General Manager
Stephen.morris@ourclub.com
832-618-4102

BROADSTONE SKYLINE

Steve Kimborowicz
Project Manager
skimborowicz@allresco.com
972-658-1448

STARWOOD HOTELS AND RESORTS WORLDWIDE INC

Mike Horne
Regional Operations Manager
mike.horne@westin.com
404-569-1813

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.
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- Carpet cleaning.
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MAIN OFFICE

5443 KATY HOCKLEY CUT-OFF RD
KATY, TX 77493

PHONE

877.511.2962

WEBSITE

COTTONGDS.COM



GLOBAL DISASTER SOLUTIONS

MAJOR SCHOOL DISTRICT

EVENT TYPE: HURRICANE



24-HOUR CALL CENTER: 877.511.2962

PROJECT OVERVIEW

In the wake of the catastrophic impact from Hurricane Ida, a category 4 hurricane making landfall along the Louisiana coast, a major school district in the region experienced comprehensive storm damage across many of its properties in the affected zone. Before the storm had even left the region, the district's maintenance department contacted Cotton and we deployed first responders to the impacted locations immediately.

Our crews rapidly got to work with flood mitigation and debris removal before proceeding with structural cleaning and disposal of unsalvageable material. Our environmental teams were also called to task with biocide treatment and urgent abatement following the discovery of asbestos containing materials during restoration. Despite complex infrastructure challenges because of the lack of electricity, fuel and water and ongoing weather effects, the speed and accuracy of our response led to the completion of the job in under 2 months. Ultimately, our operational excellence solidified our client's trust so much that they chose to sign a Master Services Agreement with us for all future losses.

THE COTTON DIFFERENTIATOR

- Navigated **COMPLEX INFRASTRUCTURE CHALLENGES** with no fuel, food or water as a result of the ongoing hurricane recovery with regular fueling services and dumpster swaps
- Deployed power generators to all buildings in need in **LESS THAN 2 DAYS**
- Completed perishable item disposal urgently for **33 SCHOOL KITCHENS AND CLASSROOMS**
- Employed **EMERGENCY ASBESTOS ABATEMENT** after discovery of asbestos containing materials onsite
- Returned all properties to pre-loss condition in **UNDER 2 MONTHS** to meet school timelines

TURNKEY SERVICES PROVIDED

- Daily moisture mapping across affected areas of all properties
- Utilization of moisture stabilization procedures and dehumidification equipment
- Selectively extracted all standing water throughout facilities
- Removal of impacted carpet, ceiling tiles and insulation along with floor glue scraping
- Perishable content disposal at 33 school kitchens and classrooms
- Biocide solution treatment applied to all exposed surfaces
- Applied protective covering of contents during restoration (electronics, documents, school supplies)
- Constructed board-up over all impacted windows
- Performed emergency asbestos abatement upon discovery of asbestos containing materials on-site
- Collected and sanitized water from pump stations that had been overflowed by storm, wastewater or sewage
- Dumpster's selective location drop off and swap as needed
- Vegetative heavy debris, light debris and structural debris removal in addition to general ground cleaning
- Power generator provided in selective locations
- Continuous property condition and damage assessment through constant quality assurance and quality control protocols

DISASTER RECOVERY | CONSTRUCTION | ENVIRONMENTAL RESTORATION | ROOFING | LOGISTICAL SUPPORT | CULINARY SERVICES

COTTONGDS.COM



GLOBAL DISASTER SOLUTIONS

TAB 5



COMPLETE BUSINESS CONTINUITY

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



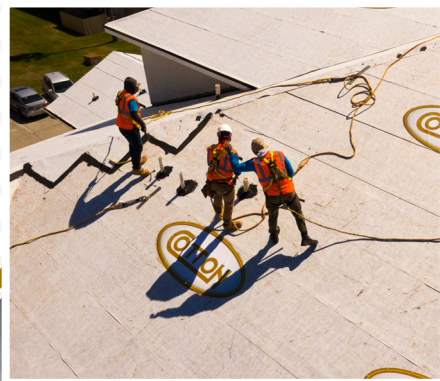
RESTORATION

- 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



GLOBAL DISASTER SOLUTIONS



LOGISTICS



CULINARY

The Art of Catering

ONEEDGE
TEMPORARY WORKFORCE 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

Temporary Facilities

- Shower and Restroom Trailers
- Mobile Kitchen Units
- Mobile Laundry Units
- Mobile Command Centers
- Wastewater Treatment Plants
- Potable Water Supply

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

Camp Management

- Guest Relations
- Housekeeping
- Laundry
- Security
- Maintenance
- Culinary Services



CULINARY

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



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



COMMERCIAL CONSTRUCTION SERVICES

(877) 900 8030 // cottongds.com



GLOBAL DISASTER SOLUTIONS

SCAN WITH
YOUR DEVICE
TO LEARN MORE





GLOBAL DISASTER SOLUTIONS

STRUCTURAL REPAIRS & RECONSTRUCTION



INDUSTRIES SERVED: HOSPITALITY | MULTIFAMILY | EDUCATION | HEALTHCARE | GOVERNMENT | RETAIL

SERVICES WE PROVIDE

- Emergency Board-Up
- Heavy Demolition
- General Construction
- ADA Compliance
- Code Consultant/Compliance
- Site Containment / Temporary Shoring
- Structural or Partial Shrink Wrap
- Intrusive Investigation / Selective Demolition
- Full-Scale Carpentry
- Complete Electrical, Mechanical and Plumbing
- All Roofing Configurations
- Complete Exterior Envelope Reconstruction
- Interior Build-Out and Finishes
- Complex Installation and Interior Finishes
- Construction Defect Reconstruction
- High-Rise Reconstruction and Restoration
- Historic Reconstruction and Restoration

When construction work is required as a result of a disaster, maintenance repair, or renovation, count on Cotton's expertise. As a full-service contractor specializing in property loss, Cotton minimizes business interruption with a seamless transition from mitigation to total repair and rebuild.

TURNKEY SOLUTIONS FOR A RAPID RECOVERY

For clients, there are clear advantages to utilizing Cotton's comprehensive turnkey services. The benefits include:

REDUCED STRESS

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

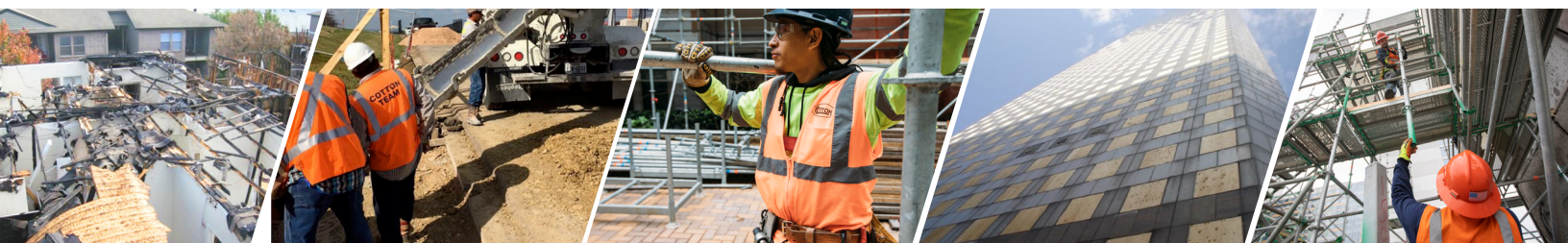
SEAMLESS TRANSITIONS

Cotton's involvement in the cleanup phase of a project means our construction specialists are aware of the likely reconstruction and build-out requirements before they begin demolition. This intel allows 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.

Cotton is committed to providing the highest quality workmanship with little to no downtime. Our goal is to complete projects on schedule and within the agreed budget, so you can get back to business as soon as possible.



24/7 CONTACT //

PHONE (877) 900 8030 WEBSITE cottongds.com



EMERGENCY RESPONSE SOLUTIONS

24-HOUR
CALL CENTER | (877) 411-1684

TURNKEY SERVICES

Cotton's specialized Emergency Response Services (ERS) team is focused on the logistical support of our clients within the petroleum, industrial, environmental and hazmat response arenas. We focus relentlessly on providing comprehensive solutions, enhanced customer service and national support to our energy, chemical, utility, manufacturing and transportation clientele. Cotton is committed to providing offerings that are tailored to fit the needs of your operation and the people who will determine its success.



OILFIELD SERVICES

- Roustabout
- Lease Crews
- Rig & Pit Wash
- Hydrovac

ENVIRONMENTAL SERVICES

- Spill Response & Clean Up
- Natural Disaster
- Roadside & Railway
- Well Blowouts
- Pipeline Ruptures

INDUSTRIAL SERVICES

- Barge & Tank Cleaning
- Decon & Hydro Blasting
- Turnaround (Hole & Fire Watch)
- Oil Separator & Sump Cleaning

REMEDIATION SERVICES

- Dig & Haul
- Bioremediation
- Sampling
- NORM

TEMPORARY FACILITIES

- Skid & Wheel-Mounted Units
- Engineered Fabric Structures
- Hand Washing Stations
- Temporary Offices & Power
- Potable Water
- Mobile Kitchen Units
- Communications

EMERGENCY FOOD SERVICES

- Rapid Mobilization
- Company Owned Assets
- Local & National Capabilities
- Event Specific Planning
- Integration Into BCP Plan
- Man-made & Disaster Events
- Offshore Service Capabilities

PHONE

877-441-1684

WEBSITE

COTTONLOGISTICS.COM