

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

2.3 Contractor shall provide all equipment, tools, materials, and other items necessary to perform the services as described herein.

Section 3. Total Not to Exceed Amount and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Total Not to Exceed Amount for the performance of Services within the Scope of Services described in Exhibit A shall be one million dollars and no/100 (\$1,000,000.00). In no case shall the amount paid by County under this Agreement exceed the Total Not to Exceed Amount without an Amendment approved in writing by Commissioners Court.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total not to exceed amount of one million dollars and no/100 (\$1,000,000.00), specifically allocated to fully discharge any and all liabilities County may incur for the performance of Services within the Scope of Services described in Exhibit A. Contractor shall be permitted to suspend Services once such amount is exceeded.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total not to exceed amount that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor for the performance of Services within the Scope of Services described in Exhibit A shall not under any conditions, circumstances, or interpretations thereof exceed one million dollars and no/100 (\$1,000,000.00). Contractor shall be permitted to suspend Services once such amount is exceeded.

It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this

Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

Section 5. Time of Performance

5.1 The time for performance of the Scope of Services by Contractor shall begin with receipt of a Notice to Proceed from County, if any, and end no later than March 31, 2020. Thereafter, it may be renewed annually if mutually agreeable under the same terms and conditions for a period of up to four years, ending on September 30, 2024. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

5.2 When a project has been identified by Fort Bend County, the Contractor must complete a walkthrough of the proposed project with the assigned County representative and furnish Fort Bend County with an estimated Scope of Work which shall include an estimated amount of the required materials and services to complete the project and an estimated completion date, to the extent practical. If County approves of the work/project to begin, the parties will sign a Notice to Proceed in the form attached hereto as Exhibit C. The Director of Facilities is authorized to sign the Notice to Proceed on behalf of the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof approved and granted by the County in writing, which approval shall not be unreasonably withheld.

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to

County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

11.1 CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

11.2 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.

11.3 Contractor's duty to defend indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

11.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.

11.5 Contractor's indemnification shall cover, and Contractor agrees to indemnify County, in the event County is found to have been negligent for having selected Contractor to perform the work described in this request.

11.6 The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.

11.7 Contractor shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor's operations. Such provisions shall be in form satisfactory to County.

11.8 Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy of Contractor and/or Contractor's subcontractors for a loss under which Fort Bend County asserts a claim. The payment of deductibles shall be the sole responsibility of Contractor and/or trade Contractor providing such insurance.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any

reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public

Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Department
 Attn: County Purchasing Agent
 301 Jackson Street, Second Floor
 Richmond, Texas 77469

With a copy to: Fort Bend County
 Attn: County Judge
 401 Jackson Street
 Richmond, Texas 77469

Contractor: Blackmon Mooring of Texas, Inc.
 10511 Kipp Way, Suite # 400
 Houston, Texas 77099

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Limits of Subcontractors

18.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Contractor shall identify all subcontractors and these subcontractors shall conform to all County policies regarding subcontractors.

18.2 Any dispute between the Contractor and subcontractor(s), including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Contractor by the County for any payments owed to the subcontractor.

Section 19. Americans with Disabilities Act (ADA)

Contractor shall comply with all federal, state, and local laws during the performance of this Agreement and shall maintain services and products that fulfill all ADA Requirements.

Section 20. Drug-Free Workplace

Contractor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subcontractors to insure that the County maintains a drug-free workplace.

Section 21. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 22. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 23. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 24. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 25. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 26. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 27. Conflict

If there is a conflict between this Agreement and any attached item, the provisions of this Agreement shall prevail.

Section 28. Certain State Law Requirements for Contracts

The contents of this Section are required by Texas Law and are included by County regardless of content.

28.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

28.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Section 29. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

29.1 Contract Work Hours and Safety Standards Act.

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

Withholding for unpaid wages and liquidated damages - County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

29.2 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

29.3 Debarment and Suspension

The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier 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 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

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

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29.4 Byrd Anti-Lobbying Amendment.

This requirement applies to all contracts funded by FEMA grant and cooperative agreement programs of amounts in excess of \$100,000 or more.

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

29.5 Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

29.6 Procurement of Recovered Materials.

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

29.7 Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

29.8 Access to Records.

The Contractor agrees to provide County, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

29.9 DHS Seal, Logo, and Flags.

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

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

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

29.11 No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

29.13 Civil Rights and Non-Discrimination.

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

29.13.1 Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

29.13.2 Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any

education program or activity receiving Federal financial assistance.

29.13.3 Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

29.13.4 Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

29.13.5 Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

29.13.6 Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

29.14 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

29.14.1 Placing small and minority businesses and women's business enterprises on solicitation lists; Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

29.14.2 Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

29.14.3 Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;

29.14.4 Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

29.14.5 Contractor must require subcontractors to take the five affirmative steps described in a-e above.

29.15 Disaster Reservists

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

29.16 False Statements Act.

Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 37293733.

29.17 Fraud Waste and Abuse.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor,

or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

29.18 Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

29.19 Retention of Records.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

Section 30. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{Execution Page Follows}

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BLACKMON MOORING OF TEXAS, INC.



Authorized Agent- Signature

Mike Schultz

Authorized Agent- Printed Name

Sales Manager

Title

5-23-2019

Date

- EXHIBIT A: RFP 19-015 Contingency Restoration Services for Emergency Disasters for Fort Bend County
- EXHIBIT B: Contractor's Response to RFP 19-015 Contingency Restoration Services for Emergency Disasters for Fort Bend County
- EXHIBIT C: Notice to Proceed Form

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

EXHIBIT A

*Fort Bend County, Texas
Request for Proposals*



*Contingency Restoration Services for Emergency Disasters for Fort Bend County
RFP 19-015*

SUBMIT PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Rosenberg, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Tuesday, January 29, 2019
2:00 PM (Central)

LABEL ENVELOPE:

**RFP 19-015
RESTORATION SERVICES**

***ALL RFPS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

NAMES OF ALL RFPS RECEIVED WILL THEN BE READ.

RFPS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to respondent in
writing after Commissioners Court award.

Requests for information must be in
writing and directed to:
Cheryl Krejci
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to RFP opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #	DUNS #	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB –Texas Historically Underutilized Business _____ Certification # _____ WBE-Women’s Business Enterprise _____ Certification # _____	
Company’s gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Fort Bend County, Texas (hereafter referred to as the “County”) seeks Competitive Sealed Proposals (“Proposals or RFP”) for selection of experienced Contractors (“Respondent”) for contingency restoration services for emergency disasters (“Project”), in accordance with the terms, conditions and requirements set forth in this Request for Competitive Sealed Proposals and any and all Federal Emergency Management Agency (FEMA) and federal rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices will not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This proposal is being issued by the County Purchasing Agent, on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal will be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Cheryl Krejci
Senior Buyer
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Cheryl.Krejci@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original, five (5) copies and one (1) one electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) PDF file which must match written original response identically to include copy of completed pricing form and one (1) completed Excel file of the pricing form savable by the County to transfer data. Failure to provide proper CD or flash drive is cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential". Proposal shall be submitted to the address shown below. Proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County
Purchasing Agent's Office
301 Jackson Street, Suite 201
Richmond, Texas 77469

Proposal Number: **RFP 19-015**
Opening Date: **January 29, 2019**
Opening Time: **2:00 PM (CENTRAL)**
For: **Contingency Restoration Services for
Emergency Disasters**

- 4.2 Respondent's may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will

be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time will be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Vendor unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

- 7.1 It is incumbent upon each potential Vendor to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is **Monday, January 21, 2019, no later than 1:00 p.m. (CENTRAL)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP: January 7, 2019

Questions Deadline: Monday, January 21, 2019

Submission due date: Tuesday, January 29, 2019

Evaluation of Submissions: Wednesday, January 30, 2019

Commissioners Court Permission to Negotiate: Tuesday, February 5, 2019

Negotiations: Beginning Wednesday, February 6, 2019

Final Contract Approval to Commissioners Court: Tuesday, February 26, 2019

9.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

10.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Vendor certifies, that in connection with this procurement:

- 10.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting

competition on any matter relating to this Proposal.

- 10.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 10.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

12.0 CONFIDENTIAL MATTERS:

- 12.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 12.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Vendors and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.

13.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subcontractors shall conform to all County policies regarding subcontractors.
- 14.2 Any dispute between the Respondent and subcontractor(s), including any payment

dispute, will be promptly remedied by the Vendor. Failure to promptly remedy or to make prompt payment to subrespondent may result in the withholding of funds from the Vendor by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA):

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subrespondents to insure that the County maintains a drug-free workplace.

19.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 19.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 19.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

20.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Vendor and Fort Bend County.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Fort Bend County.

21.2.2 Identification number use: RFP 19-015.

21.2.3 Description is: Contingency Restoration Services for Emergency Disasters.

21.3 Highest evaluated respondent will be required to provide the Form 1295 within three (3) calendar days from notification. However, if your company is publicly traded, you are not required to complete this form. In the event the respondent does not provide the document in the stated time period the respondent's response will be marked as disqualified and the next highest evaluated respondent will be contacted.

22.0 INSURANCE:

22.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

22.2 At contract execution, contractor shall furnish County with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or

policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 22.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 22.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 22.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 23.6 Respondent shall cause all subcontractors who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade respondent providing such insurance.

24.0 CONTRACTOR TO COMPLY WITH LAWS:

- 24.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the service is to be performed.

- 24.2 Contractor is not required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

25.0 FEDERAL CLAUSES:

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

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

This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

25.1 Contract Work Hours and Safety Standards Act.

- 25.1.1 Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 25.1.2 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 25.1.3 Withholding for unpaid wages and liquidated damages - County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys

payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

25.2 Clean Air Act and the Federal Water Pollution Control Act.

This requirement applies to all contracts funded by FEMA grant and cooperative agreement programs of amounts in excess of \$150,000.

25.2.1 Clean Air Act - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.2.3 Federal Water Pollution Control Act - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3 Debarment and Suspension.

The Contractor certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180 which states that a contract award in any tier 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 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

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

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25.4 Byrd Anti-Lobbying Amendment.

This requirement applies to all contracts funded by FEMA grant and cooperative agreement programs of amounts in excess of \$100,000 or more.

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

25.5 Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

25.6 Procurement of Recovered Materials.

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

25.7 Energy Policy and Conservation Act.

Contractor agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

25.8 Access to Records.

25.8.1 The Contractor agrees to provide County, 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 Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

25.8.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

25.9 DHS Seal, Logo, and Flags.

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

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

The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25.11 No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

25.13 Civil Rights and Non-Discrimination.

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

25.13.1 Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

25.13.2 Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

25.13.3 Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and

private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

25.13.4 Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

25.13.5 Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

25.13.6 Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

25.14 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- 25.14.1 Placing small and minority businesses and women's business enterprises on solicitation lists;
- 25.14.2 Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- 25.14.3 Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 25.14.4 Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- 25.14.5 Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- 25.14.6 Contractor must require subcontractors to take the five affirmative steps described in a-e above.

25.15 Disaster Reservists.

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

25.16 False Statements Act.

Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 37293733.

25.17 Fraud Waste and Abuse.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or

finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

25.18 Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

25.19 Retention of Records.

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

26.0 PERFORMANCE AND PAYMENT BOND:

In the event this contract is activated all awarded contractors may post with Fort Bend County, within thirty-six (36) hours of notice and prior to any work commencing, a performance and payment bond in the amount of one hundred percent (100%) of the total purchase order amount. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. **Provide a letter from Surety Company of current bonding availability. Each year upon renewal updated letter is required to be provided to the Purchasing Department.**

27.0 PROJECT DESCRIPTION AND REQUIREMENTS:

- 27.1 Fort Bend County seeks proposals from experienced firms for emergency disaster restoration services for Fort Bend County buildings and facilities immediately after a

hurricane or disaster.

- 27.2 The objective of this RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently restoring County buildings and facilities in a timely and cost-effective manner. The successful contractor/s must be capable of assembling, directing, and managing a work force that can complete restoration services in a timely manner.
- 27.3 This RFP is intended to cover the needs for any scenario including but not limited to flooding, hurricanes, ice storms, etc.

28.0 SERVICE REQUIREMENTS:

- 28.1 Restoration services are to include but are not limited to: structural drying, carpet and upholstery cleaning, sewage cleaning, sanitation, and HVAC including air duct cleaning, etc.
- 28.2 The contractor will provide a call center phone number that is answered 24/7/365 by the contractor's employees. After a few initial questions, the County will be connected directly with an on-call manager in the contractor's nearest office to the area requiring emergency restoration services, who will immediately dispatch manpower and equipment to the restoration scene.
- 28.3 Contractor will arrive on-site within two (2) hours or less.
- 28.4 Contractor's responding crews are to arrive prepared and equipped to implement immediate security measures.
- 28.5 The contractor must be licensed or certified to perform the services if applicable in accordance with the State of Texas and local code requirements.
- 28.6 The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted with their proposal.
- 28.7 The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to Fort Bend County.
- 28.8 The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.

- 28.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.
- 28.10 All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.
- 28.11 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 28.12 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

29.0 ADDITIONAL CONSIDERATIONS:

- 29.1 The County shall have the right to terminate this contract or a part thereof before the work is completed in the event:
 - 29.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 29.1.2 The contractor is not adequately complying with the specifications.
 - 29.1.3 Proper techniques are not being followed after warning notification by the County.
 - 29.1.4 The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.
 - 29.4.5 The contractor is unnecessarily or willfully delaying the performance and completion of the work.
 - 29.4.6 The contractor refuses to proceed with work when and as directed.
 - 29.4.7 The contractor abandons the work.
 - 29.4.8 The contractor employs subcontractors who are on the Federal debarred listing.

30.0 PERFORMANCE SCHEDULE:

Immediately following arrival at restoration site, the contractor shall meet with the County representative to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

Unless directed otherwise by the County Representative, the contractor may conduct restoration operations 24 hours per day, 7 days per week.

31.0 PIGGYBACKING:

No other governmental entities are permitted to utilize this agreement.

32.0 PRICING:

Vendors are to provide all inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

32.1 Structural Cleaning and Restoration: \$_____ sq. ft.

32.2 Contents Cleaning: \$_____ sq. ft.

32.3 Structure and Content Drying: \$_____ sq. ft.

32.4 Building Deodorization: \$_____ cu. ft.

32.5 Water Extraction: \$_____sq. ft.

32.6 HVAC Decontamination and Air Duct Cleaning: \$_____ sq. ft.

32.7 All Other General/Non-Construction Restoration Services: \$_____ sq. ft.

33.0 INVOICING REQUIREMENTS:

33.1 Contractor invoices for services are to be presented for payment to the appropriate County Representative. Each invoice will include the physical address of the restoration site, only one (1) site per invoice.

33.2 Contractor is to submit invoices regularly and for no more than 30-day periods.

34.0 REFERENCES:

Respondents must submit, with proposal, a minimum of three (3) letters of reference from current contracts (similar or larger operations) by the reference provider on reference's letterhead dated

between January 7, 2019 and January 28, 2019, with whom they have maintained a contract with for at least one (1) year. Dates for which the referenced work/contract term was performed, representative name which can be contacted, telephone number, mailing and email address must be included for each letter of reference.

35.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

35.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Pricing
2	Firm Experience
3	Management Plan
4	Overall Completeness of Proposal

35.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

35.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

35.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 40%)

- Provide detailed pricing as requested and associated prices (see 32.0).

Tab 2

Company Experience (weight factor = 30%)

- Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing restoration services for municipal/county governments. List last five (5) activation contracts including start and completion dates, size of contract, address of site, contact person, phone number and email address.
- Provide resumes of your project managers and key staff members.
- Provide listing of current awarded restoration contracts your firm will be expected to activate in the event of an emergency disaster.

Tab 3

Company's Management Plan (weight factor = 25%)

- Provide information regarding compliance with all FEMA rules and regulations.
- Provide a detailed submission of firm's approach and ability to manage multiple restoration sites including but not limited to staffing, and delivery of timely quality service. If applicable, describe management and prompt payment of subcontractors.

Tab 4

Overall Completeness of Proposal (weight factor = 5%)

- Proof of Insurance
- Completed Vendor Form
- Completed W9 Form
- Completed Tax Form/Debt/Residence Certification
- Completed Contractor Acknowledgement of Stormwater Management Program Form

36.0 EVALUATION PROCESS:

- 36.1 After the proposals are received, the evaluation team will evaluate each proposal that was timely submitted and the evaluation will be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without

further discussion with Vendor(s), or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 36.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 36.3 The evaluation team shall not disclose any information included in a Respondent's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 36.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 36.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 36.6 All proposals submitted are to be valid for a period of ninety (90) days.

37.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept secret until Fort Bend County Commissioners Court awards the final negotiated contract/s. Only the names of the respondents will be read aloud during the opening. Vendor must submit a proposal to include all requirements as stated herein for submission to be considered. The County intends to select a primary and secondary firm whose proposals are the highest evaluated and responsible for the County. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing. All submitted proposals shall be open to public inspection after the contract is awarded.

38.0 TERM:

This contract is for the period ending **31 March 2020**, renewable annually for four (4) years (through 30 September 2024) if mutually agreeable under the same terms and conditions. This agreement may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to

terminate.

39.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached and return with submission:

- 39.1 Proof of Required Insurance
- 39.2 Vendor Form
- 39.3 W9 Form
- 39.4 Tax Form/Debt/Residence Certification
- 39.5 Contractor Acknowledgement of Stormwater Management Program
- 39.6 No Bid Questionnaire

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* *This is the property account identification number assigned by the Fort Bend County Appraisal District.*

** *For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.*

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

NO BID/PROPOSAL/QUALIFICATIONS FORM

Bid/RFP/RFQ Number: _____

Vendor's not responding to this solicitation are requested to complete and submit this form to:
Jessica.Carabajal@fortbendcountytexas.gov

Please provide your purpose for not responding to this solicitation.

Do not provide this type of product. Please remove us from your notification list for this solicitation.

Cannot supply item/service by the delivery/completion date.

Not equipped to complete this project.

Not within the scope of our expertise.

Can supply item, but it is not competitive.

Project size is too large.

Project size is too small.

Not enough time to respond to this solicitation.

Unable to obtain required insurance.

Unable to obtain required bonding.

Do not desire to remain on your notification list.

Not interested in this type of project. Explain:

Cannot comply with specifications. Explain:

Other:

Please complete the below information:

Company Name:

--

Mailing Address:

--

Physical Address:

--

City:

--

State:

--

Zipcode:

--

Name of Signatory:

--

Title of Signatory:

--

Signature:

--

EXHIBIT B



**BLACKMON
MOORING**
SINCE 1948

BMS CAT

FORT BEND COUNTY

RFP 19-015

**CONTINGENCY RESTORATION SERVICES FOR EMERGENCY DISASTERS
DUE DATE: JANUARY 29, 2019**

**PREPARED BY:
BLACKMON MOORING & BMSCAT**

**BLACKMON MOORING OF TEXAS, INC.
10511 KIPP WAY #400
HOUSTON, TX 77099**

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EXECUTIVE SUMMARY

Blackmon Mooring & BMS CAT specialize in the restoration and reconstruction of properties and contents throughout the world to allow customers to return quickly to daily operations. We provide all of the restoration, mitigation, remediation, reconstruction and document recovery services that are needed for any size loss. With over 60 years of experience, we are accustomed to working with all types of institutions at all levels of security.

PRODUCTS AND SERVICES

MITIGATION - Immediate response to the loss scene to stop further deterioration of the building and contents.

RESTORATION SERVICES - Fire, smoke and water recovery for all types of retail, commercial, industrial, and educational facilities

RECONSTRUCTION - Providing construction services to ensure a seamless restoration experience.

MOISTURE CONTROL SERVICES - Desiccant dehumidification means quick recovery at minimized costs through regionally located response centers

MICROBIAL REMEDIATION - Remediation projects are handled based on set protocol with precision and state-of-the-art technology

HVAC DECONTAMINATION & CLEANING - Clean-up of HVAC as part of the loss

DEBRIS REMOVAL & DEMOLITION - Controlled demolition and containment of damaged areas in conjunction with other restoration activities on building and contents

ELECTRONIC RESTORATION & TELECOMMUNICATIONS RECOVERY - Innovative ways to restore hardware, control panels, and telephone systems damaged

INDUSTRIAL EQUIPMENT RESTORATION - Our cleaning protocols prepare the equipment for recertification prior to commencement of production operations

MEDIA RECOVERY - Microfilm, microfiche, X-ray, and magnetic media recovery after a loss

PROJECT MANAGEMENT - Coordination of all aspects of clean-up and recovery of a loss site

DOCUMENT, BOOKS, & VITAL RECORDS RECOVERY BMS CAT has the largest freeze-dry chamber capacity in the world with regionally located chambers

COMMERCIAL CLEANING- We pioneered the hot-water extraction cleaning method which removes dirt from carpet to improve your building's overall appearance and cleanliness.

BIOHAZARD- The professionals at Blackmon Mooring & BMS CAT are trained experts when it comes to cleaning up an array of delicate situations like hoarding issues, crime scenes and sewage backups.



RECOVERY PROCESS

Through pre-defined instructions and parameters, our technicians can be on the job immediately to mitigate damage. The joint development of a scope allows us and the facility representative to agree on the work that is needed to restore the property.

When a loss occurs, one of our own project managers is sent to the site to evaluate the damage, determine immediate needs, assist with mitigation and submit a scope of work and price to the customer. Once the scope is accepted, operation crews, equipment and chemicals are dispatched.

A project manager and project superintendent oversee the restoration project. Depending on the skills needed for the project, specially trained supervisory staff are on hand. These supervisors manage a labor force trained for the type of work.

Blackmon Mooring & BMS CAT offer full-service disaster restoration. Advantages of choosing a restoration that can handle all your recovery needs include:

- Expertise in various types of losses
- Extensive industry experience
- Convenient, single point of contact through Contract Administrator
- Consistency in operations and billing through company-owned locations
- Turn-key service from mitigation to reconstruction.

WHY CHOOSE US?

For over 65 years, Blackmon Mooring & BMS CAT have been the experts in cleaning, recovery and restoration. From document recovery to large area-wide disasters, we are trusted with some of the biggest jobs in the world, yours.

- In-house 24-Hour Call Center and 24/7 Response
- Local, Regional, National and Global Capabilities
- Priority Status available for Community-wide Disasters
- One Company Handling Full Service Mitigation, Restoration, Construction and Document Recovery to Simplify the Billing Process.

PRIMARY CONTACTS

BRAD MURFF- Project Manager- 281.814.2704- BMurff@BMSManagement.com

JESSICA ARNOLD- Account Manager- 346.774.3979- JArnold@BMSManagement.com

PRICING

3.1. PRICING

Vendors are to provide all-inclusive prices below for all types of disasters, emergencies, floods, etc., and include an associated pricelist with detailed information of services and/or items not included in the below pricing with their proposal.

32.1	Structural Cleaning and Restoration:	\$ 1.60	sq. ft.
32.2	Contents Cleaning	\$ 2.49	sq. ft.
32.3	Structure and Content Drying:	\$ 2.00	sq. ft.
32.4	Building Deodorization:	\$ 0.18	cu. ft.
32.5	Water Extraction:	\$ 0.43	sq. ft.
32.6	HVAC Decontamination and Air Duct Cleaning:	\$ 0.45	sq. ft.
32.7	All Other General/Non-Construction Restoration Services:	\$ 3.99	sq. ft.

Time and Materials Rate Schedule

I. Labor

A. Labor Rates

These rates apply to personnel engaged to fulfill the terms of the contract, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat, secured through a labor service or subcontractor. Rates stated below are per person per hour.

CLASSIFICATION	HOURLY RATE
General Cleaning Laborer	\$ 30.50
(New York/California/Wash DC/Boston / Greater New England Area)	33.50
Construction Labor	42.00
Management Fee	3.50
Clerical	Cost + 30%
General Restoration Supervisor	65.00
Dehumidification Supervisor/ Tech	65.00
Document Recovery Tech	70.00
Document Specialist	65.00
Remediation Supervisor / Technician	70.00
Resource Coordinator	65.00
Project Accountant	65.00
Electronics Restoration Supervisor / Technician	58.00
Industrial Corrosion Control Supervisor / Technician	50.00
Carpenter	65.00
Framer	65.00
Painter / Drywall	65.00
Roofing Laborer	65.00
Roofer	75.00
Assistant Project Manager	80.00
Project Manager	90.00
Project Director	100.00
Health and Safety Officer	95.00
Project Consultant	135.00
Project Coordinator	135.00
Technical Consultants / Engineers	Cost + 30%

B. Other Labor Provisions

- 1 These rates and provisions are predicated upon BMS Cat standard wage rates and overtime compensation practices. To the extent the work under a particular contract is subject to Federal and State minimum wage or hour laws or collective bargaining agreements which modify BMS Cat standard rates and practices, adjustments shall be made to the hourly rates and other labor provisions stated above.
- 2 Standard Hours - All labor rates stated above are for the first 40 hours worked in a workweek, beginning on Monday and ending on Sunday, exclusive of BMS Cat holidays. In the event of a community-wide disaster, overtime will be billed at the rates scheduled above, as it is incurred, regardless of the number of hours worked on a particular job.
- 3 Non-Standard Hours - The rates for labor performed by all classifications in a work week over 40 hours, will be 1.5 times the rates scheduled in Section I.A above. Rates for labor performed on BMS Cat recognized holidays will be 2.0 times the rates scheduled in Section I.A. above. In the event BMS Cat is required to pay double time for any work performed, pursuant to state or federal law or the terms of any collective bargaining agreement, the rates for such labor hours shall be 2.0 times the rates scheduled in Section I.A. above.
- 4 The Management Fee above applies when BMS Cat supervises the customer's employees, rather than hiring General Cleaning Laborers. The payroll, taxes and benefits are the responsibility of the customer.
- 5 Remediation Supervisor / Technician labor classification will be charged when personnel are using half-face or full-face respirators.
- 6 During the course of performance of work, BMS Cat may add additional labor classifications to the schedule above at rates to be determined by BMS Cat.
- 7 Travel time for personnel shall be billed to the contract at the rates in Section I.A and I.B.2 above.
- 8 In the event that federal/state prevailing wages and/or collective bargaining rates exist, BMS Cat may

charge the cost of labor plus an additional 30% at BMS Cat's discretion.

II. Equipment Rental**A. Equipment Rental Rates**

The following rates apply to equipment utilized in the performance of the work (whether supplied from BMS Cat inventory, specifically purchased by BMS Cat or supplied by a subcontractor).

CLASSIFICATION	RATE
Air Compressor, < 10 gal	\$ 26.00
Air Compressor - Large	85.00
Air Mover / Carpet Dryer	26.00
Axial Fan	28.00
Blasting Unit - Soda	600.00
Dehumidification Unit - Dri-Tech - or equivalent	145.00
Dehumidification Unit - Phoenix 200 - or equivalent	155.00
Dehumidification Unit - Phoenix 300 - or equivalent	200.00
EDP - Tool Set	24.00
EDP - Instrument Drying Oven	140.00
EDP - High Pressure Sprayer	50.00
Electric Load Panel	40.00
Extraction Unit - LRU	425.00
Fall Protection	25.00
Fans - Industrial	85.00
Foamer	100.00
Fogger - Spray Mist	25.00
Fogger - Thermo-Gen	90.00
Furnace - Portable	72.00
Generator - Less than 10 kW	115.00
HEPA Air Filtration Unit - 2000 CFM	115.00
HEPA Air Filtration Unit - 1000 CFM	90.00
HVAC - Air Tool Kit	25.00
HVAC - Cutting / Spray Kit	25.00
HVAC - Duct Auger	90.00
HVAC - Duct Sweeper	80.00
Hygrothermograph - Recording	24.00
Injectidry Unit	120.00
Interceptor / Flood Pumper	110.00
Lights - Quartz Demolition	18.00
Micromanometer	20.00
Micromanometer - Recording	80.00
Moisture Meter - Penetrating or Non-Penetrating	26.00
Moisture - Thermal Camera	115.00
Negative Air Machine	120.00

CLASSIFICATION**RATE**

Ozone Generator - Model 330	\$ 120.00
Ozone Generator - Model 630	160.00
Ozone Generator - Model OG-EA	25.00
Pump - Sump	52.00
Radio - Personnel Communication	20.00
Respirator - Full Face	15.00
Respirator - Half Face	10.00
Saw - Cut Off	78.00
Saw - Kett	28.00
Sprayer - Commercial Airless	180.00
Spot Cooler- 1 to 2 ton	150.00
Steamatic Extraction System	250.00
Steamatic TMU Extraction System	450.00
Thermohygrometer	24.00
Trailer - Flatbed, Cargo, Reefer	150.00
Truck - Box (inclusive of mileage)	200.00
Ultrasonic Decontamination Vat	80.00
Vacuum - Commercial Canister	25.00
Vacuum - EDP Anti-Static	75.00
Vacuum - HEPA	85.00
Vacuum - Upright	15.00
Van - Cargo / Passenger	100.00
Vehicle - Passenger/Pickup	75.00
Washer - High Pressure	80.00
Washer - High Pressure - Hot	150.00
X-Ray Cleaning System	450.00

B. Other Equipment Rental Rate Provisions

1. The daily rental rate shall be charged for each calendar day or portion thereof during which the equipment is used to perform work, regardless of the number of shifts on which the equipment is used during the day.
2. During the course of performance of the work, BMS Cat may add additional equipment to the schedule above at rates to be determined by BMS Cat.
3. Equipment utilized in the performance of the work not listed in II.A. or added as provided in II.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

C. Small Tools

Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc., which are not included in the Schedules above, will be compensated to BMS Cat by an application of a small tool charge in the amount of three percent (3%) of total labor billings. Any items purchased specifically for the job, will be charged per the "Other Charges" section listed in the Rate Schedule.

III. Material Rates - * - represents a proprietary BMS Cat product**A. Material Rates**

CLASSIFICATION	RATE	uom
Anti-Microbial Sealer	\$ 82.00	/ gallon
Adhesive Remover	11.00	/ can
Alcohol - Isopropyl	24.00	/ gallon
Applicators - 6" Cotton	22.50	/ m
Biocides/Disinfectants	49.00	/ gallon
Bleach	5.50	/ gallon
Box - Book	2.75	/ each
Box - Dish	5.25	/ each
Box - Freeze Dry	3.25	/ each
Brush, Grout	4.50	/ each
Brush, Scrub, Long Handle.	10.00	/ each
Brush, Wire	6.50	/ each
Carpet Deodorizer*	15.00	/ gallon
Carpet Mask	85.00	/ roll
Cartridge - N-95	37.00	/ box
Cartridge - Respirator	12.50	/ each
Coil Cleaner* or equivalent	20.50	/ gallon
Cotton Cleaning Cloths	7.95	/ lb
Desudser	45.00	/ gallon
Dry Solvent Stain Remover* or equivalent	44.00	/ gallon
EDP - Corrosion Control Lubricant #1* or equivalent	52.00	/ gallon
EDP - Corrosion Control Lubricant #2* or equivalent	48.00	/ gallon
Emulsifier - Powder* or equivalent	6.00	/ lb
Emulsifier - Liquid* or equivalent	22.50	/ gallon
Exxpert Formula 828 Concentrate* or equivalent	39.00	/ gallon
Filter - Carbon	49.75	/ each
Filter - HEPA for Air Filtration Unit	295.00	/ each
Filter - HEPA for Vacuum	215.00	/ each
Filter - Primary	3.10	/ each
Filter - Secondary	6.60	/ each
Filter - Dehumidification	6.60	/ each
Furniture Blocks	90.00	/ box
Furniture Pads	100.00	/ box
Furniture Polish	8.75	/ can
Furring Strips - 1x2	2.90	/ each
Furring Strips - 2x2	4.20	/ each
Glass Cleaner* or equivalent	12.75	/ gallon
Gloves - Cotton	2.15	/ pair
Gloves - Latex	2.15	/ pair
Gloves - Leather	3.25	/ pair
Gloves - Nimble Finger (N-Dex)	1.25	/ pair
Goggles	5.25	/ each
Inventory Tags	80.00	/ box
Lemon Oil	42.00	/ gallon
Lin-Aire Liquid Spray Concentrate* or equivalent	69.00	/ gallon
Lin-Aire Absorption Gel* or equivalent	13.00	/ lb.
Lin-Set D-1* or equivalent	74.00	/ gallon
Lin-Set Duct Seal* or equivalent	68.00	/ gallon
Lumber - 2x4	0.81	/ lf
Lumber - 2x6	0.90	/ lf
Mask - N95	35.00	/ box
Mask - Particulate	26.00	/ box

CLASSIFICATION	RATE	uom
Mats - Sticky, Wak-off	\$ 70.00	/ case
Metal Flashing	54.00	/ roll
Mop Heads	9.00	/ each
Odromatic* or equivalent	57.00	/ gallon
Painters Plastic .75 mil	39.00	/ roll
Paper - Corrugated	90.00	/ roll
Paper - Craft	75.00	/ roll
Pigmented Sealer	34.00	/ gallon
Plywood OSB, up to 1/2"	44.50	/ each
Plywood OSB, up to 5/8" - 3/4"	55.60	/ each
Polishing Pads	35.00	/ box of 20
Polyester Filter Material	82.00	/ roll
Polyethylene Bags - 3-6 mil	109.00	/ roll
Poly. Sheeting (8'x200' roll)(2-4 mil)	62.00	/ roll
Poly. Sheeting (20'x100' roll)(4 mil)	72.00	/ roll
Poly. Sheeting (20'x100' roll)(6 mil)	99.00	/ roll
Poly. Sheeting (20'x100' roll)(3-6 mil)-fire ret.	119.00	/ roll
Pump - Barrel Syphon	13.50	/ each
Reodorant* or equivalent	88.00	/ gallon
Restoration Sponge	2.00	/ each
Roof Felt - 15 lb.	32.50	/ roll
Roof Felt - 30 lb.	42.50	/ roll
Roofing Cement, Black Tar	24.00	/ gallon
Safety Glasses	6.00	/ each
Shrink Wrap	59.00	/ roll
Spray Adhesive	5.15	/ can
Spray Bottle with Trigger	3.40	/ each
Stainless Steel Polish	13.20	/ can
Suit - Tyvek	11.50	/ each
Tape - Boxing	4.50	/ roll
Tape - Duct	6.15	/ roll
Tape - Masking	5.15	/ roll
Tape - Blue Remediation	9.15	/ roll
Tape - Painters	12.75	/ roll
Tape - Caution	13.50	/ roll
Tape - HVAC, Aluminum	22.00	/ roll
Tarp Material	0.24	/ sq. ft.
Thermo Fog Spray	64.00	/ gallon
Trash Bags - Disposable	30.50	/ roll
Tubing - Lay Flat	325.00	/ roll
Vinyl & Leather Conditioner* or equivalent	19.95	/ quart
Vacuum Bags	4.65	/ each
Wipes - Lint free, anti-static	33.00	/ each
Wrap- Bbble, anti-static	80.00	/ roll
Zipppers - Containment	11.25	/ each

B. Other Material Rate Provisions

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from BMS Cat Inventory, shipped directly to the site from BMS Cat's sources or purchased locally by BMS Cat from either an affiliated or non-affiliated entity.
2. During the course of performance of the work, BMS Cat may add additional materials to the schedule above at rates to be determined by BMS Cat.
3. Materials utilized in the performance of the work not listed in III.A. or added as provided in III.B.2. shall be BMS Cat's cost thereof plus a mark-up of ten and ten percent (10% and 10%).

IV. Document Remediation

Specific freeze drying costs will be determined per job, based on the factors relevant to each job and pricing will fall in the range of \$40.00 - \$74.00 per cubic foot.

These factors include, but are not limited to:

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

The above rates represent the charges for freeze drying only. Labor, equipment, materials, transportation and other costs incurred in connection with document remediation will be billed in accordance with the appropriate schedules and provisions contained in this Rate Schedule.

V. Dehumidification, Stabilization and Conditioned Air

Specific costs for Dehumidification, Stabilization and Conditioned Air services will be determined per job, based on the factors relevant to each job and pricing will fall in the ranges indicated below.

These factors include, but are not limited to:

- Nature of Damage
- Moisture Saturation
- Height of Buildings, Ceilings and Affected Space
- Length of Job and / or Time Constraints
- Other Contamination Factors
- Local Weather Conditions
- Other pertinent conditions or situations as they may apply

These and other factors can cause the cost to provide such services to vary widely. The standard practice is to extend pricing on a firm unit price basis when there are no extenuating circumstances. Under normal conditions, pricing will generally fall in the following ranges depending on the above referenced factors.

Normal Range:

Dehumidification - \$1.50 to \$2.50 per square foot during a 10 to 20 day timeframe
Stabilization - \$0.25 to \$0.50 per square foot per week
Conditioned Air - \$0.25 to \$0.50 per square foot per week

The above rates represent the charges for dehumidification, stabilization and conditioned air and for their related dehumidification services for the area specified in the contract, work authorization or scope of work. Transportation, generators and peripherals, electrical power, propane, fuel and other costs incurred in connection with dehumidification, stabilization and conditioned air services will be billed in accordance with the schedules and provisions contained in this Rate Schedule.

VI. Area Wide Catastrophic Events

Community wide events to include hurricanes, tornadoes and regional flooding

BMS CAT shall reserve the right to charge a catastrophe surcharge not to exceed six percent (6%) of the total amount invoiced excluding vendor or subcontractor totals for all projects as part of any area wide catastrophe. The fee will cover freight, warehousing and delivery charges.

VII. Reimbursables**A. Travel, Lodging and Per Diem**

BMS Cat shall be compensated for costs incurred for travel, lodging and per diem for BMS Cat employees, whether regular full time employees of BMS Cat or temporary hires employed directly by BMS Cat or hired through a labor service or subcontractor assigned to the work on the basis of BMS Cat's cost for such charges plus a ten and ten percent (10% and 10%) mark-up on such costs.

B. Other Services, Freight / Transportation and Other Charges

The costs incurred by BMS Cat for all services such as Industrial Hygienist, Rental Equipment, Water, Fuel, Dumpsters, Freight / Transportation of materials, supplies or equipment to and from the site of work or a BMS Cat temporary local warehouse and other services / charges which are not identified in sections I through V above, but are utilized in the performance of the contract shall be BMS Cat's cost plus a ten and ten percent (10% and 10%) mark-up on such costs.

C. Taxes and Permits

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any applicable federal, states or local approvals, consent, permits, licenses and orders incidental to performance of the work. BMS Cat shall be compensated for all costs incurred which are described above on the basis of BMS Cat's actual cost incurred for such items.

FIRM EXPERIENCE

Firm Experience with Projects of Similar Size and Complexity: Such experience must be in the form of providing restoration services for municipal/county governments. List last five (5) activation contracts including start and completion dates, size of contract, address of site, contact person, phone number and email address.

Blackmon Mooring & BMS CAT has worked with each of these organizations on an as-needed relationship. Many more projects were performed, we have chosen the ones we feel are the most relevant.

Camp Lejeune – Jacksonville, NC

Address: 812 Holcomb Blvd, Camp Lejeune, NC 28547

Contact: Dan McFerrin

Phone: 720.635.2237

In September of 2018, Hurricane Florence made landfall as a Category 1 Hurricane before stalling on the Carolina coastline. Camp Lejeune in Jacksonville, North Carolina was hit with 90 mph winds and heavy rainfall. Once the 246 square mile training facility was inspected, it was discovered that many facilities had sustained some sort of damage, typically water intrusion from wind driven rain.

BMS CAT was called in to perform restoration on a handful of facilities initially. During the restoration process additional building assignments were made due to the swift and efficient recovery projects BMS CAT had performed. While this project is ongoing, BMS CAT has proven to be a valuable asset in the cleaning and restoration of base properties.

Fort Bend County

Address: 1001 Golfview, Richmond, TX 77469

Contact Name: James Knight

Contact Email:

Contact Phone: 241.238.3095

On March 29, 2018, Blackmon Mooring was called to George Memorial Library after rising water from the loading dock enter the building. Restoration efforts began immediately and included: debris removal, moisture control, water extraction, decontamination, and odor removal. Equipment removal and monitoring was complete on April 9, 2018.

City of Sugar Land

Address: 5735 Commonwealth, Sugarland, TX 77479

Contact Name: Mary Hughes

Contact Email: mhughes@sugarlandtx.gov

Contact Phone: 281.275.2776

We are the preferred vendor for disaster recovery, construction, and cleaning services under an open-ended contract. We have provided emergency mitigation services including water and fire damage, mold remediation, and commercial cleaning projects over the past five years. On November 27, 2018

Blackmon Mooring provided microbial remediation and construction services for a City of Sugar Land Fire Station. Completion date was December 11, 2018.

WWC Contractors

Address: 1919 Smith Street, Suite 250 Houston, TX 77002

Contact: Larry Lyda

Phone: 713.806.2164

Email: larryl@wwcontractors.com

WW Contractors Inc. is a premier facilities services firm, offering complete facilities maintenance, engineering, operations, custodial services, grounds/landscaping services, and project management services to federal government, local government, and private sector clients. Blackmon Mooring has been a vetted contractor since 2014 and actively performing restoration and commercial cleaning projects as recently as January 2019.

Choice Partners

Address: 6005 Westview, Houston, TX 77055

Contact Name: Joann Nichols

Contact Email: jnichols@hcde-tx.org

Contact Phone: 713.696.2122

Blackmon Mooring of Houston provides ongoing services for multiple schools, colleges, universities, municipalities, counties, other government and non-profit organizations through since September 2014. Our services include mold remediation, fire and water restoration, reconstruction and contents cleaning. Blackmon Mooring was awarded the Top Performer for Facilities Services for 2018.

Houston Independent School District

Address: 4400 West 18th Street, Houston, Texas 77092

Contact Name: Peggy Roberts

Contact Email: mrobert9@houstonisd.org

Contact Phone: 713-556-9229

Blackmon Mooring of Houston provides ongoing services for the Houston Independent School District since 2011. During that time, we have responded to multiple flood cleanups and a major fire loss. Our services to the district include fire and water restoration, reconstruction and contents cleaning. Most recent project was a water loss on November 15, 2018 and was complete on November 23, 2018.

Federal Bureau of Investigation

Address: 170 Marcel Drive, Winchester, VA - 22602

Contact Name: Renee Braun

Contact Email: Renee.Braun@ic.fbi.gov

Contact Phone: 504-868-4801

BMS CAT provides services for the FBI on a regular basis following disasters and mass-casualty events. Our team recovers and returns personal effects contaminated by hazardous materials following an event such as a shooting, a crash or a bombing.

RESUMES OF PROJECT MANAGERS AND KEY STAFF MEMBERS

JOEY HEADLEY

Title: General Manager - Houston

Address: 10511 Kipp Way #400, Houston, TX 77099

Education: University of North Texas, BBA
Concordia MBA in progress
IICRC Water
IICRC Fire
HVAC License (working)

Responsibilities: Joey Headley is responsible for the management of the Gulf Coast Regional Center providing disaster recovery to Houston as well as 20 surrounding counties. Mr. Headley is responsible for overall management of over 130 sales, marketing, and operations emergency response professionals.

Professional Background: Mr. Headley joined the company in 2014 as the Austin-area sales manager. He managed all outside sales, market efforts, project managers and construction estimators. As the General Manager of the Houston Regional Center, Mr. Headley is responsible for the millions of dollars in revenue each year.

Customers of Note: University of Texas Medical Branch
Marriott
Host Hotels
Rice University
MD Anderson
Houston ISD
Methodist Hospital
Houston Baptist University

DARREN JAMES

Title: Construction Manager, Houston, TX

Address: 10511 Kipp Way #400, Houston, TX 77099

Education: High School Graduate
25 years in commercial and residential remodeling and construction
National Wood Flooring Association Certified - 2014

Responsibilities: Darren James is responsible for managing all construction business in the Houston and the Gulf Coast area. He works with Construction Project Estimators and

Construction Project Managers to ensure that customer needs are met, including, but not limited to, estimates/bids, scheduling, production and work product in a quality manner.

Professional Background:

Darren has been with Blackmon Mooring for 2 ½ years. Prior to joining the Blackmon Mooring team, Darren worked in commercial new tenant build outs, home center retail management, residential remodeling Project Management and General Contracting. Darren has experience in New Home Construction Project Management as well as Executive Management. He has experience in sales, estimating, project management and account management.

Customers of Note:

Klein ISD Schools
Marriott Properties
Methodist Hospitals
Embry Partners – Multi Family
Bayshore Hospital
Park at Woodlands Apartments
Duke Realty
Castle Dentals

JOE FEUDO

Title: Operations Manager - Houston

Address: 10511 Kipp Way #400, Houston, TX 77099

Education:

TDSHS- Mold Remediation Worker
IICRC- Fire and Smoke Restoration
IICRC- Water Damage Restoration
Lead Renovator
NADCA-ASCS
80 Hours Southwest Texas State University/ Del Mar College

Responsibilities:

Joe Feudo is responsible for the daily operations of the Houston regional center. He works to ensure that all restoration projects are staffed and equipped to complete the scope of work.

Professional Background:

Mr. Feudo has worked for Blackmon Mooring since 2001. He has successfully lead his team through several area wide disasters including Hurricane Ike and Hurricane Harvey. He has supported projects operationally that are several million dollars.

Customers of Note:

Houston ISD
Klein ISD
Humble ISD
Fort Bend ISD
University of Texas Medical Branch

Houston Methodist Hospitals
Lamar University Beaumont
Prairie View A&M University

THOMAS PIERCE

Title: Construction Project Manager - Houston

Education: Frenswood High School
Associate Degree of Applied Science
Serv-Safe Certification

Address: 10511 Kipp Way #400, Houston, TX 77099

Responsibilities: Thomas Pierce's responsibilities include: performing damage assessments, scope of work development, construction design and oversight activities. Additional responsibilities include coordinating and managing employees/contractors/clients, project management, coordinating contractor safety, managing project tasks and scheduling, maintaining project budgets, writing reports, and data evaluation and management. Mr. Pierce is responsible for executing the agreed upon scope of work with the customer within the time and budget constraints as agreed.

Professional Background: After just a few short years with the company, Mr. Pierce has quickly rose up the ranks. He has the ability to simultaneously review projects, coordinate and manage contractors/clients, coordinate contractor safety, manage project tasks and present reports.

MIKE REZNICSEK

Title: Project Manager, Houston, TX.

Education: Marshfield High School
Project Manager Certification Training
Fundamentals of Restoration Training

Responsibilities: Mike Reznicksek's responsibility as a Project Manager is to ensure that the customer needs are met, including, but not limited to, estimates/bids, scheduling, production and work product in a quality manner, as well as securing signed work authorization(s) and financial terms associated with each project and overall job oversight. Mike also specializes in writing and creating estimates from a drafting and line itemization

standpoint. He estimates and project manages a good portion of projects he is involved.

**Professional
Background:**

Mike has been with Blackmon Mooring for a year and a half. During his tenure, he has proven to be very hands-on and handled a heavy volume of large loss projects for our Houston team. Prior to joining Blackmon Mooring, Sean worked as a Project Manager in Houston, Texas for over four years and prior to that worked on large scale high volume remediation and construction projects during natural catastrophes including Hurricane Katrina in Louisiana, Fire damage of the New York Historic Society Building in New York City, and Norris School District Schools in Nebraska after a tornado.

Customers of

Methodist Hospital

Klein ISD

Note:

Marriott Hotels

Saks 5th Avenue

BRAD MURFF

Title: Project Job Coordinator - Houston

Address: 10511 Kipp Way #400, Houston, TX 77099

Education:

Texas A&M University-Bachelor of Science in Agronomy

IICRC Fire Damage Restoration Certification

IICRC Water Damage Restoration

Health and Safety – OSHA Compliance Certification

Responsibilities:

Brad Murff is responsible for managing projects, marketing customers and collecting accounts receivable in the Houston area. Mr. Murff reports to Joey Headley and Justin Sparks. He is responsible for helping his customers recover from water damage, fire damage, microbial infestation, structural damage and storm damage.

**Professional
Background:**

Mr. Murff joined the Blackmon Mooring team in 2001 working in a variety of areas within the organization. With 20 years of industry experience, his background in sales, marketing and operations has allowed him to successfully work with some of the organizations largest customers. Mr. Murff has helped customers recover from several major events including Hurricane Rita, Hurricane Isabel and Hurricane Ike.

Customers of

University of Texas Medical Branch

Note:

Marriott Hotels

Bayshore Hospital (HCA)

DaVita

Provide listing of current awarded restoration contracts your firm will be expected to activate in the event of an emergency disaster.

Blackmon Mooring & BMS CAT have contracts in place with customers that we consider “National Accounts.” We define a “National Account” as a customer with multiple locations in more than one metro area. We currently have just over 120 of these types of accounts, each having locations from the dozens to the thousands.

When a contract is signed, a customer becomes an Account. There is no fee associated with becoming an account. The program allows us to better plan for area wide disasters and ensures our staffing and equipment is sufficient to handle large losses. As mentioned, each Account is assigned an Account Manager who will work with the customer to develop reporting and response protocol to ensure that needs are discussed upfront, prior to a loss. Additionally, they will work with the customer’s team to determine and document any priorities for key properties. For instance, if a particular part of a property is at higher risk or of more value than another, it is noted so that restoration efforts can be focused on areas with the most importance. The Account Manager often meets with the assigned adjuster prior to any losses to determine any expectations he or she may have for the specific account. Training and education of services for staff is also available and can be developed specifically for the customer. There is no cost for any pre-planning efforts.

Due to privacy, Blackmon Mooring & BMS CAT is not authorized to release our customer list, however, we have always responded to our accounts following an area wide disaster. Our company is built to expand during these times of excess. Our Large Loss division deploys to assist a location that is experiencing a time of excess. This could be anything from a Hurricane to a large or complex project that may require additional resources.

COMPANY'S MANAGEMENT PLAN

Provide information regarding compliance with all FEMA rules and regulations.

Blackmon Mooring & BMS CAT view our relationship as a partnership. We have experience in submitting billing to customers that meet the FEMA standards, however, those standards change from disaster to disaster in our experience. We look forward to working with the Fort Bend to developing a protocol, utilizing best practices to ensure that all communication for reimbursement is to the current FEMA standards.

Blackmon Mooring & BMS CAT will provide thorough itemized billing documentation that will allow Fort Bend to present the details of the restoration portion of the loss. The billing documentation is provided on all losses and allows the documentation to be presented to either the insurance carrier if the loss exceeds the deductible/SIR, or to FEMA. We have agreed on rates with various carriers. As part of those agreements, we will offer the applicable carrier pricing to Fort Bend even if the loss is under the deductible/SIR. Some of the rates will likely need to be modified to meet the requirements that FEMA has applied in the past involving. Through many projects involving FEMA, we have not found a consistency in billing requirements from project to project. This inconsistency increases the difficulty in meeting unknown billing requirements. Ideally, the applicant and the BMS Account Manager would be made aware of any requirements at the onset of the project or as early as possible to ensure compliance.

Billing documentation includes: time cards outlining hours and activities of all labor involved in the project by day; detailed listing of all equipment used and amount of time per day; supplies utilized outlined in manifests comparing start quantities and finish quantities; and square foot cost, when applicable, for desiccant dehumidification or other drying equipment, listed by area and time. Additionally, each morning during larger projects, there is a lineup to assess worker counts. The count is repeated at noon. Lineups are done to assign supervisors with labor for training and project direction. This allows a project manager or a Clerk of the Works to make a physical count in comparison to the time cards submitted.

Blackmon Mooring & BMS CAT have developed a billing system which provides all backup materials to represent all costs for the project. Additionally, we include all purchases required for the job including gas, fuel, rented items and equipment not listed on the pricing schedule. We are aware of restrictive pricing structure that the University must adhere to. Our copyrighted, proprietary billing system created by our company is most comprehensive in the industry allowing our customers to have a full understanding of how billing was derived. Our competitors have continuously tried to duplicate our detailed system, but have been unsuccessful.

Provide a detailed submission of firm's approach and ability to manage multiple restoration sites including but not limited to staffing, and delivery of timely quality service. If applicable, describe management and prompt payment of subcontractors.

Customers who have signed contracts with Blackmon Mooring & BMS CAT are the first priority in an area wide disaster. When an account is signed, we monitor our resources to ensure response. Blackmon Mooring & BMS CAT equips and staffs the company based on the number of locations priority customers have. This allows us to respond to each priority customer first during an area-wide disaster and take on new customers as available.

An Account cannot be bought, we focus on customers by industry and those we can develop a partnership with. Prior to a potential area wide disaster (if trackable), we develop a pre-event list and contact our national accounts in potential danger to develop an incident-specific plan of action. We have never had to turn a National Account customer away.

Blackmon Mooring & BMS CAT responded to losses throughout Florida and the Caribbean in 2004 when the region was ravaged by four hurricanes. In 2005 we responded to Hurricane Katrina, first in Florida where the storm initially made landfall, then in Biloxi and New Orleans. The Blackmon Mooring & BMS CAT team was one of the first restoration teams responding to customers in the area. Our projects included twelve hotels, Dillard University, Xavier University, Lowes Home Improvement and numerous other restaurants and office structures. Simultaneously, Blackmon Mooring & BMS CAT responded to five casinos in Mississippi and several hospitals surrounding the New Orleans area. We were able to provide crews, supplies, equipment and value added services throughout the area to respond to the needs of our clients during this horrific event. A few short weeks later, Blackmon Mooring & BMS CAT responded to losses in Texas from Hurricane Rita and eight Marriott's damaged by Hurricane Wilma in Ft Lauderdale.

In 2008, Hurricane Ike made landfall and all our efforts to improve efficiencies, manage staffing, and streamline mobilization were utilized to respond to the requirements of our customers. Through our refined strategies, Blackmon Mooring & BMS CAT was able to respond to all "Priority Response Customers" including eight hospitals in Houston, a major downtown office building, fourteen hotels and, of course, The University of Texas Medical Branch.

In 2017, Hurricane Harvey, Irma and Maria struck three separate areas. Our dedicated staff of responders worked to ensure that each customer was taken care during the unprecedented hurricane season.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Debbie Kaminski, CPPB
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (to line of W9)	Blackmon Mooring of Texas, Inc		
Business Name (if different from legal name)	Blackmon Mooring and BMS CAT		
Federal ID # or S.S. # 75-2810714	75-2610714	DUNS #	non-reporter
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	5718 Airport Freeway		
City/State/Zip	Haltom City, TX 76117		
Physical Address	10511 Kipp Way #400		
City/State/Zip	Houston, TX 77099		
Phone/Fax Number	Phone: 281-730-1848	Fax:	_____
Contact Person	Joey Headley		
E-mail	jheadley@bmsmanagement.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB-Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____		
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 <input checked="" type="checkbox"/> _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name	Tom Head		
Title	President		
Date	1/22/19		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

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.

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

Blackmon Mooring of Texas Inc.

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

5718 Airport Freeway

6 City, state, and ZIP code

Haltom City, TX 76117

7 List account number(s) here (optional)

Requester's name and address (optional)

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

7 5 - 2 6 1 0 7 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Andrew Childs

OPTIONAL SIGNATURE CERTIFICATE
DTC: cmf-indvdy CHS, on Blackmon
Mooring & BMS CAT, ou=Dit of
Executive Services,
email=chidsa@blackmon.com, cn=US
Date: 2019.01.22 12:55:30 -0600

Date ► **1/22/09**

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 75-2610714

Company Name submitting Bid/Proposal: Blackmon Mooring of Texas, Inc

Mailing Address: 10511 Kipp Way #400, Houston, TX 77099

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

n/a

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Blackmon Mooring of Texas Inc is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____
[Company Name]

[City and State]

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

Blackmon Mooring of Texas, Inc.

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.


Contractor Signature

1/22/19

Date

Tom Head
Printed Name

President
Title



CITY OF FRIENDSWOOD

January 22, 2019

To whom it may concern.

Blackmon Mooring has been a vendor and preferred contractor with the City of Friendswood for 10+ years. During this time, Blackmon Mooring has completed a number of restoration jobs on multiple city facilities. Each job was inspected, quoted, and performed according to specifications with minimal change orders. Every job was handled with professionalism and completed within the specified time.

Overall, the City of Friendswood has been satisfied with the work performed by Blackmon Mooring and this company remains a preferred vendor. If you have additional questions please do not hesitate in contacting me.

James Toney

Director of Parks and Recreation



City of Baytown

January 22, 2019

To Whom it May Concern

It's my absolute pleasure to recommend Blackmon Mooring & BMS Cat for any and all of their Damage & Disaster Restoration Services. The City of Baytown has been using Blackmon Mooring for several years to handle our water and mold issues and have always been completely satisfied with their performance. They do an excellent job, are always punctual and offer very competitive rates.

They have handled both small and large projects for us from a complete mold remediation of a fire station to the black water cleanup of our City Courts building after Hurricane Harvey. With one call to Blackmon Mooring we had crews on site within one day after Hurricane Harvey beginning the cleanup of several buildings that sustained damage. They had no problems with supplying us crews or equipment no matter what our needs were.

I'm happy to recommend the services of Blackmon Mooring & BMS Cat. If you have any questions, please feel free to contact me.

Sincerely,

Drew Potts, CPPB, CPPO, & C.P.M.

Purchasing & Facilities Manager

City of Baytown

281-420-6525

Drew.potts@baytown.org

January 24, 2019

To Whom It May Concern:

This letter is in reference to Blackmon Mooring of Houston Inc.

Blackmon Mooring of Houston Inc. has been a vendor for the Fort Bend ISD since September of 2009, and has been selected as a vendor under the Choice Partners contract, that was FBISD Board approved on October 15, 2018 for a five-year term to serve the district with any facility remediation and restoration services.

Blackmon Mooring of Houston Inc. has served the district with great customer service, and all projects were handled in a professional manner with systematic information of the project progress. Blackmon Mooring of Houston Inc. provides fast and immediate service upon emergency events.

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

Thanks.


Hope Hernandez, CTSBO

**Central Zone Manager
Facilities Department
13600 Murphy Road
Stafford, Texas 77477
281-634-5551 PH
281-978-1988 CELL
281-327-5551 FAX
hope.hernandez@fortbendisd.com**

EXHIBIT C

NOTICE TO PROCEED

Pursuant to this Notice to Proceed, Fort Bend County ("**County**") hereby authorizes Blackmon Mooring of Texas, Inc. or an affiliate ("**Contractor**") to mobilize and perform the work described below (the "**Work**") pursuant to the terms of the Agreement for Contingency Restoration Services For Emergency Disaster For Fort Bend County dated _____, 2019 (the "**Master Agreement**").

1. **INCORPORATION OF MASTER AGREEMENT.** The Master Agreement is incorporated into this Notice to Proceed by reference as if set forth in full herein and made a part hereof for all purposes.

2. **PROPERTY:** The Work to be performed under this Notice to Proceed relates to the following Property: _____ . T

3. **GENERAL DESCRIPTION OF THE WORK.** The Work to be performed by Contractor pursuant to this Notice to Proceed includes

and more particularly described in: ☐ attached Scope of Work; ☐ Scope of Work to be submitted.

Once Work commences, County shall be notified in writing as soon as reasonably possible of any increases in costs that exceed the Estimated Materials and Services Contained in the Scope of Work.

4. **NOTICE TO PROCEED SUM.** Contractor will be compensated for the Work:

☐ On a time and material basis in accordance with Contractor's Time and Materials Rate Schedule attached to the Master Agreement as Exhibit B.

☐ _____

5. **CONTRACT DOCUMENTS.** The Contract Documents in existence at the time of execution of this Notice to Proceed are the Master Agreement, this Notice to Proceed, any Scope of Work, and the documents listed below, which are attached hereto or incorporated by reference (*list any applicable drawings, specifications, addenda, and other documents below*):

CUSTOMER:

CONTRACTOR:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____