

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170201 Trades, Labor and Materials (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor Agreements to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.

- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal.

Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name Mooring USA Restoration & Construction

Address 2110 113th Street

City Grand Prairie State TX Zip 75050

Phone 888-293-9953 Fax 469-733-1696

Email of Authorized Representative cburton@mooringusa.com

Name of Authorized Representative Clay Burton

Title General Manager

Signature of Authorized Representative *Clay Burton*

Date 3/17/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company Mooring USA (Mooring Recovery Services)
 Address 2110 113th Street
 Grand Prairie, TX 75050
 Contact Ron Alexander
 Department
 Building
 Floor/Room
 Telephone (817) 293-9953
 Fax (469) 733-1696
 Email ralexander@mooringusa.com
 Submitted 3/17/2017 10:15:32 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Gary Shoemake

Email gshoemake@mooringusa.com

Supplier Notes

Thank you for the opportunity to respond to this RFP.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Mooring USA Restoration & Construction is a national provider for emergency mitigation and construction restoration services.
6	Primary Contact Name	Primary Contact Name	Mark Bishop
7	Primary Contact Title	Primary Contact Title	General Manager
8	Primary Contact Email	Primary Contact Email	mbishop@mooringusa.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	888-293-9953
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-733-1696
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	817-819-9601
12	Secondary Contact Name	Secondary Contact Name	Jay Stephenson
13	Secondary Contact Title	Secondary Contact Title	Construction Estimator
14	Secondary Contact Email	Secondary Contact Email	jstephenson@mooringusa.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	888-293-9953
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-733-1696
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	817-296-3823
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Juli Mobley
19	Admin Fee Contact Email	Admin Fee Contact Email	jmobley@mooringusa.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	888-293-9953

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Juli Mobley
22	Purchase Order Contact Email	Purchase Order Contact Email	po@mooringusa.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	888-293-9953
24	Company Website	Company Website (Format - www.company.com)	www.mooringusa.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-1642770
26	Primary Address	Primary Address	2110 113th Street
27	Primary Address City	Primary Address City	Grand Prairie
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75050
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Restoration, Mitigation, Rehab, General Contracting, fire, smoke, odor, water, flood, mold, asbestos, lead, excavation, environmental.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Grand Prairie
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	12
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	RS Means Online, www.rsmeans.com, 800-448-8182

- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) that:
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
 - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? Yes

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

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

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

62 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

63 Remedies Explanation of No Answer

64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75	Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	None
76	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00



Commercial References

School and ISD Specific References:

Texas Southern University

3100 Cleburne
Houston, Texas 77004
\$313,000
14000 SF water damage with complete build back

Stephen F. Austin University

Sonja Hendry- Facilities Director
hendrysl@sfasu.edu
Water Damage, Construction Services

HSU University

Tim McCarry- Facilities Director
facilities@hsutx.edu
Roofing, Construction Services

Caldwell Elementary School

Nathan Goodlett – Principal
PH: (979) 567-2404
Excavation and Environmental Services

Hamilton Middle School

Roy Sprague
Superintendent of Facilities
PH: (281) 517-2809
Fire Damage

Denison ISD

David Self
Director of Facilities
PH: (903)462-7066
Emergency Services Contract
Fire Damage

Denison ISD

Dr. Henry Scott
Superintendent
1201 S Rusk Ave
Denison, TX 75020
Phone: (903) 462-7000
Fire Damage

Princeton ISD

Jim Staley
Phone: (496) 952-5400
303 Panther Pkwy
Princeton, TX 75047
jstaley@princetonisd.net
Fire Damage

Austin College

John Jennings
Director of Facilities
Phone: (903) 813-2410
900 North Grand Avenue Suite 6M
Sherman, TX 75090
Fire Damage

Lybrook Elementary School

Jodie Maestas
Phone: 575-638-5491
P.O. Box 230
Gallina, NM 87017
Fire Damage

Duke University – Durham, NC

Paul Manning – Director of Project Management
PH: (919) 660-4221
Fire, Water, Mold Damage, HVAC

Calcasieu Parrish School District – Lake Charles, LA

Karl Bruchhaus-CFO
PH: (337) 217-4050
Hurricane Damage

Anahuac Independent School District-Anahuac, TX

Jim Felice-Facilities Manager
PH: (409) 284- 2069
felicej@anahuac.isd.esc4.net
Hurricane Damage

Liberty Independent School District-Liberty, TX

Robert Ward-Facilities Manager
PH: (936) 346-1374
rgward@libertyisd.net
Hurricane Damage

Clear Creek Independent School District-League City, TX

Awarded RFP:
Paul Miller-Operations Financial Manager
PH: (281) 284-0042
pmiller@ccisd.net
Hurricane Damage

Stephan F Austin State University-Nacogdoches, TX

Mike Griffith-Safety Officer
PH: (936) 468-4442
Water Damage

SMU

Sue Freund
Property Manager
Expressway Tower
SMU Real Estate, Property Management
& Leasing Department
PH: (214)768-7000
Water

**Church of Transfiguration
Episcopal School**

J.B. Forrest
Director of Operations
PH: 972-816-2055

Chris Brensinger, P.E., LEED A.P.
Project Manager – Mechanical Engineering
THE UNIVERSITY OF TEXAS AT AUSTIN
1301 E Dean Keeton Rd | Austin, TX 78722
Cell: (210) 313-0680 | Off: (512) 471-3475
Environmental Work

Church Specific References:**Dallas First Baptist**

Ron Cresswell- Director of Maintenance
PH: (817) 914-6782
Water Damage

College Church of Christ ***

Address: 712 E Race Ave
Searcy, AR 72143
Phone: (501)268-7156
Charlie Howell - Facilities Manager - Cell: (501)207-1494
Keri Behel - Kids Ministry - Cell: (501)368-0551
Fire Damage

Grace Presbyterian **

Address: 10221 Ella Lee Ln
Houston, TX 77042
Phone: (713)781-7615
Tami Snell-Facilities Manager PH: (713)
805-3652
tsnell@gpch.org
Hurricane Damage

Munger Avenue Baptist **

Address: 3919 Munger Avenue
Dallas, TX 75204
Phone: (214) 824-8312
Rick Jones-Director of Facilities
Fire Damage

Calvary Cathedral International *

Address: 1701 Oakhurst Scenic Drive
Fort Worth, TX 76111
Pastor Nichols
Phone: (817)332-1246
Fire Damage

First Baptist Church

Address: 204 W Calhoun Ave
Temple, TX 76501
Phone: (254)773-6866
Fire Damage

Calvary Baptist of OakCliff

Address: 1822 West Tenth Street
Dallas, TX 75208
Phone: (214)946-8136
Fire Damage

Hunters Glen Baptist Church

Address: 4001 Custer Rd.
Plano, TX 75023
Phone: 972-867-1610
Contact: Steve Middleton
Director of Campus Operations
Water Damage

Hospital/Restaurant/Municipal/City/County References:

Moore Medical - Moore, OK

Brian Johnson
PH: (405)830-9831
Tornado Damage

Erath County Courthouse – Stephenville, TX

Judge Tab Thompson PH:
(254) 592-6086
Building Engineer: John Wooley (254)592-5773
Fire Damage

Laitram – Harahan, LA

Harold Meyer-Facility Manager
PH: (504) 570-1270
Hurricane Damage

City of Lewisville – Lewisville, TX

Todd White-Purchasing Manager
PH: (972) 219-3764
Multiple Services

D.A.R.T. (Dallas Area Rapid Transit) – Dallas, TX

Brenda Mowen-Facilities
PH: (214) 749-2542
Water Damage

Tarrant County Courthouse – Fort Worth, TX

Savala Swanson
PH: (817) 884-2883
Multiple Services

Purina Mills/Land O'Lakes

Tony Murillo-Plant Manager
PH: (817) 878-0290
Construction Projects

Hooters Restaurant Chain

Lee Hopkins
PH: (817) 307 1986
lhopkins@hooters.com
Emergency services, Fire, and
Construction Services at several
locations

Property Management References:

RPAI Southwest Management-Dallas, TX

Jason Garrison
PH: (972) 313-5696
Water Damage

RPAI Southwest Management-Dallas, TX

Tony Gonzales – Maintenance Director Southlake Town Square
PH: (817) 829-8641

CB Richard Ellis/JP Chase Bank

Debby Wilson-Facilities Manager
PH: (214) 227-6705

PM Realty

Kathy Leming-Property Manager
PH: (817) 983-2851

Transwestern

Teresa Kennedy-Property Manager
Central Region
PH: (972) 536-3331
Teresa.kennedy@transwestern.com
Construction/Tenant Finish Outs

Hotel/Apartment/Condo/Hospitality References:

Fairfield Inn & Suites

Kamryn Moore- General Manager
PH: (817) 599-4040
Mold/Construction Services

Sea Vista Condominiums-South Padre Island, TX

Mike Needham – President of HOA

PH: (210) 825-9158

Hurricane Damage

Four Season Hotel-Irving, TX

Buck Raines- Facility Director

PH: (214) 724-5361

Excavation/Construction Project

Crowne Plaza Hotel-Addison, TX

David Griffith

PH: (214) 259-0088

dmgriffith@cpaddison.com

Fire Damage

Ambridge Hospitality-Carrollton, TX

Vince Cuce-Senior Vice President Finance

PH: (972) 952-9525

vince.cuce@aimhosp.com

Fire Damage

Fort Worth Zoo-Fort Worth, TX

PH: (817) 759-7450

HVAC Cleaning

Other References:

Spring Valley Construction

Jim Archer- CEO

PH: (214) 882-1189

Fire Emergency Services, Construction Services

Brokers Logistics

Mike Blough- VP

PH: (915) 491-6655

Fire, Environmental Abatement

Jerry's Chevrolet

Sean Opitz- CFO

PH: (817) 913-4021

sopitz@jerrysweatherford.com

Fire Damage, Construction Services

Dell, Inc.

Scott Foster- Facilities Management

PH: (972) 577-7779

Environmental Services, Mold

Adriatica Women's Health

Scott Robertson

PH: (972) 542-8884

Mold and Construction Services

COMPANY HELD LICENSES & CERTIFICATIONS

- TDSHS Asbestos Abatement Contractor License #800954
- TDSHS Mold Remediation Company License # RCO0253
- Certified EPA Lead Safe Firm # NAT-28900-2
- Certified National Air Duct Cleaners Association Company (NADCA)
- Certified Institute of Inspection, Cleaning, and Restoration Water Damage Restoration Firm
- Certified Institute of Inspection, Cleaning, and Restoration Fire and Smoke Restoration Firm
- Certified Institute of Inspection, Cleaning, and Restoration Mold Remediation Firm
- Certified Institute of Inspection, Cleaning, and Restoration Applied Structural Drying Firm

INDIVIDUALLY HELD LICENSES & CERTIFICATIONS

- TDSHS Licensed Asbestos Supervisors
- TDSHS Licensed Asbestos Workers
- TDSHS Licensed Mold Contractors
- TDSHS Accredited Mold Workers
- TDSHS Licensed Mold Assessment Consultant
- Certified Indoor Environmentalist
- Certified EPA Lead Renovator
- EPA Trained Lead workers
- Certified NADCA Air Systems Cleaning Specialist
- Individual Certified Institute of Inspection, Cleaning, and Restoration Water Damage Restoration Specialists
- Individual Certified Institute of Inspection, Cleaning, and Restoration Fire and Smoke Restoration Specialists
- Individual Certified Institute of Inspection, Cleaning, and Restoration Mold Remediation Specialists
- Individual Certified Institute of Inspection, Cleaning, and Restoration Applied Structural Drying Specialists



Cooperative Purchasing

Approved Vendor Cooperatives: Awarded RFP

BuyBoard Cooperative Purchasing
General Disaster Recovery and Restoration Services Contract # 514-16
Renewal Date: 9/30/17
www.buyboard.com
Contact: 800.695.2919

HCDE and
Choice Facility Partners
Renewal Date 9/15/16 Contract # 14/029JN-04
www.choicepartners.org
Contact: Les Hooper – 713.696.2122

TIPS/TAPS(Region 8)
<http://www.tips-usa.com>
Renewal Date 7/25/17 Contract # 1072513
Contact: Kim Thompson – 866.839.8477

Region 7 Cooperative/ES and Construction
<https://purchasing.esc7.net/home>
Renewal Date 8/21/17 Contract # CONSRV1516 #CBS1617 Renewal 6/10/17
Contact: 903.988.6700

Region 3 (PCAmerica Cooperative)
<http://www.pcamerica.org/>
Renewal Date 8/7/17 Contract # 3-125-15
Contact: Elaine Nichols – 731.851.1471

Region 19 Cooperative
<http://www.esc19.net/>
Renewal 8/2017
Restoration, Remediation, and Related Services
RFP #15-7131
Allied States Cooperative (ASC)
Education Service Center – Region 19
6611 Boeing Drive
El Paso, TX 79925-1010
Contact: Royce Cleveland - -915.780.5019

CES (Cooperative Educational Services)
www.ces.org
Renewal 5/1/2017
Specialty Cleaning - Fire & Water Damage Clean up and Water Extraction 2016-012B Specialty Cleaning & Related Services
16-012BN-C123-ALL
Contact: David Chavez 505-344-5470

Insurance Programs

Crawford Contractor Connection (CCC) *Multiple carriers included see list*

BrightServ

Nexus

Innovation

AIG Diamond Affiliate (DKI)Houston and DFW

AIG Property Remediation Vendor

Church Insurance (for Episcopal churches)

Texas Farm Bureau

Travelers

ENTITIES THAT WE HAVE

EMERGENCY RESPONSE

AGREEMENTS with and/or

RFPs:

Austin College

Baylor University

Beaumont ISD*

Bohnam ISD

Bells ISD

Caddo ISD

CBRE/PRIME Dallas Medical

Plaza 1-4

CRBE/ 2 Houston Center, other
properties *

Cedar Hill ISD

City of Dallas (Water
Extraction)

Clear Creek ISD

CORE Academy

Dallas Theological Seminary

DataBank

Denison ISD

Denley Investment &
Management

Duke Realty*

Etoile ISD

Gainesville ISD

Garland ISD

Grayson College

Healthcare Realty Services, Inc.

Howe ISD

Hughes – Springs ISD

Muenster ISD

Palestine ISD

PM Realty Group (specific
properties)*

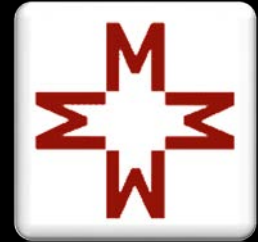
Pottsboro ISD

Princeton ISD
Sherman ISD
Spurger ISD
Stream Realty (specific
properties)*
Stephen F. Austin University
SMU
Texas Health Services
Texas State University
Tom Bean ISD
Trenton ISD
Trinity Christian Academy
Transwestern (Sherry Lane,
4040 NC Express way,
Waterway Tower)*
Tyler Technologies
Walmart/ Southwestern US *
World Harvest Outreach*

Preferred Vendor Programs:

Compliance Depot:
ONEprop/Milestone/Cencor
/Seldin/Greystar
Resort Quest*
Pineapple & Encore Properties
AT&T Performing Arts Center*
Innovations in Management (IIM clients include Dollar General stores) *
Brighter Image (clients include Lowes and Office Depot)*
Global Facility Management (clients include Best Buy and other big box stores)*
JC Penny Headquarters*
Stephenville ISD
Katy ISD
IMACC
JLL (Jones Lang LaSalle,
Americas, Inc.)*

***See BD- please
reference BD group for
details***



Mooring Recovery Services, Inc. Statement of Construction Qualifications

Mooring USA

**2110 113th Street
Grand Prairie, TX 75050**

888-293-9953

1/20/2016

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Company Profile

Legal Name of the Respondent's Company:
Mooring Recovery Services, Inc.

Address of Respondent's office that would provide service under the Contract:

Principle Office
2110 113th Street
Grand Prairie, TX 75050

Houston Location
7100 Business Park Dr. Suite 200
Houston, TX 77401

Contact information for person and office providing services:

Mark Bishop
817-819-9601
mbishop@mooringusa.com

Principle Office Location

Type of Operation: Corporation: **XX**
State of Texas

Privately held corporation, names of all equity owners:

Scott Mooring
John Scott Mooring
Ben Mooring
Mark Bishop

Date of establishment of present firm: May 2005

10 years providing restoration and construction services for commercial and residential customers.

Executive Summary: Construction Services

FULL GENERAL CONSTRUCTION AND MAINTENANCE SERVICES

Mooring is a highly responsive full-service, turnkey Restoration and Construction company. We are a fully licensed, insured and bonded Independent Contractor. With all of our services under one roof, we are able to provide construction and maintenance services from planning stages through ongoing occupancy. Because of our flexibility as an independent contractor and our can-do attitude, you can rest assured that our capabilities will expand to meet your needs, whatever they are. There is no minimum size for our projects and we make it a priority to minimize disruption. *We know your primary concern is getting back to an operational condition.*

- Commercial Property
- Manufacturing and Industrial Facilities
- Multi-Family units
- Retail, Shopping Centers and Malls
- Hospitals and Laboratories
- Hotels and Resorts
- Schools and Libraries
- Record Centers
- Government and Military Bases
- Mass Transportation

Reconstruction-Mooring will meet any reconstruction need your business may have, from foundation to roof. With our team of trusted contractors and our in-house team of experts, we ensure the best quality construction and repairs.

Tenant Finish Out- From our detailed estimates to our delivery of a certificate of satisfaction, our experienced and professional team handles every detail of your tenant finish out and maintenance needs. Using only premium grade materials and responsible in-house employees, we take care of any issue efficiently and keep you informed of the progress from start to finish.

Communication- Communication is an important part of the way we do business. We communicate honestly and often with you and your customer – through phone calls, daily progress reports, face-to-face interactions and detailed documentation – so that everything about the process is transparent and stress free. Plus, our detailed estimates tell you exactly what to expect, with no need for change orders or supplements.

PROJECT CAPABILITIES

Personnel- Mooring Reconstruction offers a solid team of experienced personnel. Our strong performance is largely the result of combining highly skilled team members with mature processes. We have 125 full time employees with a network of part time employees and CAT employees. A project manager is assigned to each job and will work together with the facility representative and agree on all work to be performed prior to beginning of each project.

Regional Focus- Mooring Restoration and Reconstruction operates strategic regional facilities. We have offices and distribution centers in both Dallas/Ft. Worth and Houston. Personnel and equipment can be mobilized from various locations within the first hours of a contact. We also maintain a 24 hour in-house Call Center with emergency response capabilities if needed at all times. We assign on-call supervisors 24 hours a day.

Insurance- Currently we have a \$5 million umbrella and can obtain \$10 million plus when applicable. (Rates are subject to fluctuation during a large loss scenario, given the situation). *See attached example in Appendixes.*

ENVIRONMENTAL SERVICES

Our Environmental Services division is made up of experienced, licensed experts in asbestos, lead and mold abatement, as well as all manner of hazardous materials removal. We focus on ensuring the health and safety of our clients.

As we implement solutions for environmental risks, we keep our clients informed of the progress of our work with daily updates about milestones accomplished and daily action items through completion. Our meticulous attention to detail both in our work and our documentation ensures that our process is stress free for our clients and meets state and federal guidelines set out by the EPA, OSHA and the Texas DSHS.

We are licensed by the Texas Department of State Health Services, Texas Department of Environmental Quality, and the U.S. Environmental Protection Agency for asbestos, lead and mold abatement. We work closely with the client and an industrial hygienist to ensure that every project is legal, safe and cost effective.

Mooring is a “can do” company and will consider any challenge presented. Example: Recently, we were asked to provide excavation services for a commercial building that had major foundation issues. We worked with engineers and architects to solve their problem. Mooring, in the past, never considered excavation, but now we can and do provide those services. ***We continue to grow and improve our capabilities and processes to meet the needs of both our Regional and National customers.***

Mooring Personnel

PERSONNEL

Project Director/President

Responsibilities of the Project Director include communication throughout the project as well as oversight of the entire project management and job flow. The Project Director will execute contracts, set preliminary job scope and flow, and insure proper staffing of Mooring Recovery personnel.

- **Mark Bishop, General Manager Construction/Project Director**

Mark has over 20 years of professional experience in the construction and reconstruction fields. He is an experienced team leader for the management of MEP divisions for commercial, multi-family and residential projects. Mark holds certification in Xactimate, is blue print and construction certified, and holds an all line adjuster licenses. He has managed multi-million dollar projects for manufacturers, retail centers, multi-family properties, commercial high rise structures, and offices.

- **Mike Howell, CFO**

Mike has spent 12 of the last 20 years in the restoration industry, all of those years with the Mooring family. Mike began his career in public accounting with Arthur Young in 1985 immediately after receiving his BBA in Accounting from Texas A&M. He then spent five years with Centex Corporation as a Division Controller and Internal Auditor prior to joining the restoration industry in 1992. Mike was COO of Conner Industries, Inc., a national leader in industrial wood products prior to rejoining the Moorings in 2012.

Operations Management

- **Travis Garcia, Director Operations Catastrophe Team/Project Director**
Travis has 17 years of experience in the cleaning and restoration industry holding positions of crew leader, supervisor, and project manager. As the catastrophe team director, he brings expert leadership in team coordination, site assessment and project management. Some of his skill set includes budget management, training, health & safety, and operations. Travis holds 19 certifications and has managed projects in many industries within the United States, Guam, and Canada.
- **Todd W. Davis CIE, Environmental Services Manager**
Todd is a council certified indoor environmentalist and licensed mold consultant. Todd has been in the environmental and safety profession for 20 plus years. He has designed, managed, and supervised over 1,000 environmental remediation projects and has performed over 1,000 environmental remediation investigations involving air quality issues for public, commercial and industrial clients.
- **Juli Mobley, File Manager**
Juli is responsible for all invoicing throughout the company to include both emergency services and construction. She keeps track of all jobs in progress, monitors past due accounts, maintains our CCC program and is responsible for keeping track of all construction superintendent's job status.

Project Management

Responsibilities of the Project Manager include the daily communication during the completion of the job scope and to execute the management of the project as developed by the Project Director. The Project Manager will meet with the client to ensure time frames are met and that the project scope is achieved.

- **Jay Stephenson, Associate Vice President of Construction**
Jay has 15 years of experience within the restoration and construction industry. He graduated with a BBA in Marketing from the University of North Texas. Jay holds numerous licenses including IICRC in water and fire, Xactimate, as well as being blueprint and construction certified. His experience includes estimating and budgeting related to residential, commercial, industrial, multi-family, retail, office finish outs, and high rise. This experience covers both new construction and insurance related projects.

- **Ben Hopson, Project Manager**

Ben has 17 years of management and supervisory experience in the restoration industry regarding the recovery of structure and contents following disaster. He has managed many restoration projects related to hurricanes, explosions, fire, floods and natural disasters. Ben is IICRC trained in fire, water, carpet cleaning and IAQA mold remediation. Project experience includes: universities, schools, hotels, power & chemical plants, airports and hospitals.

Superintendents

Responsibilities of the Superintendent are to assist the Project Manager in the execution of the project scope. During the project, the Superintendent will be split between day and night shifts and each will share the responsibilities of specific buildings and report to the Project Manager.

- **Trey Armstrong, Construction Manager**

Trey has 8 years of construction management and disaster recovery experience. He provides estimating, budget controls and production management for projects. Certifications include; Texas Mold Remediation contractor, IICRC Water and Xactimate certificates.

Supervisor

Responsibilities of the Supervisor are to assist in the daily completion of the project. Supervisors will either complete the daily work load individually or assist in the management and supervision of General Labor.

General Labor

Responsibilities of the General Labor are to assist in the completion of daily activities. These individuals are under the direction of the Supervisor and are employed through a Mooring Recovery Labor Broker. All laborers have required background checks and safety orientation.

**All key personnel within Mooring are available 24/7/365. This includes owners, key management, supervisors, estimators and technicians. Client will be given 24/7/365 contact phone numbers for all involved personnel and leadership.

Quality Control Program/Satisfaction of Work

THE QUALITY CONTROL PROGRAM

The President, Operations Manager, Construction Manager and, Project Manager, and field personnel including, superintendent, foreman, etc., are all responsible for establishing and implementing a project specific Quality Control Program. This plan will be instituted at the beginning of pre-planning and be maintained throughout the project duration. The key to a successful Quality Control Program is to make the quality standards clear from the beginning and enforce them from the beginning of the project to the end of the project. During the pre-planning and training phase the team will create, with input from Owner and Design Team (if any) as appropriate, a project Specific Quality Control Plan and name a team of individuals to implement this plan. The guidelines for the plan are included below. Of course, if there are reasons to develop a more stringent Quality Control plan, then such a plan may be implemented with the President's written approval. The planned and systematic activities implemented in a quality system are essential so that quality requirements for our service will be fulfilled- or simply put: the quality is "built in" activities.

1. Review the Contract Documents and existing facilities for location and response planning.
2. During the planning phase the Operations, Project Manager and Superintendent should take a proactive role with the Design Team and Owner.
3. Advise Design Team/Owner/Maintenance on known issues that may present a problem during a crisis.
4. Review known hazardous material locations for planning purposes (Asbestos reports etc.)
5. Project Manager will draft a Client Specific Quality Control Plan using this section as a basis and then adding any special requirements for the project.
 - a. Project Manager will distribute a copy of the project specific Quality Control plan to all parties.
 - b. Minutes will be taken by our team and distributed to all attendees.
 - c. All parties will agree upon level of quality for materials and installation workmanship.
 - d. Identify specific unique issues and challenges.
6. Designate an individual from each crew who will be the point person for all quality control issues.
7. Field Representative or Superintendent will conduct formal quality inspections to monitor adherence to workmanship standards.
8. Hold weekly meetings with key Foremen to review and resolve installation problems.

9. Inspect, on a daily basis, all new work installed. Any work determined to be installed incorrectly or not meeting established quality standards will be corrected at the time such deficiencies are discovered.
10. Ensure that all disciplines of work are properly sequenced.
11. Confirm that the construction schedule allows sufficient time to install work correctly.
12. Act as the referee in resolving disputes between trades on work damaged by "others." (if applicable) Maintain a complete set of current drawings and specifications at the jobsite.
13. Project Manager will designate an individual or individuals to make sure all RFI's, Proposed Changes, Change Orders, etc. are incorporated in the "posted" set of documents.
14. Verify that stored materials, whether onsite or offsite, meet the requirements of the specifications. In addition to daily reviews our designated Quality Control individual, Owner and Occupant representative will conduct formal inspections on a periodic basis to monitor construction quality.
15. Project Manager will write a report on the findings of this inspection and issue it to all team members and affected subcontractor trades for action.

At the completion of work by each discipline, the Quality Control Team will create a punch list of nonconforming work to be completed prior to the release of final payment and retention.

16. Execute the motivation/incentive program (if applicable):

A. INDIVIDUAL MOTIVATION/INCENTIVE PROGRAM (OPTIONAL)

- Each employee, on his first day on the Project, is to be introduced to the Company Superintendent so that his role in providing correctly installed work can be emphasized.
 - Each worker will commit, in writing, to provide his work safely and correctly the first time.
 - Each week a worker performs his work safely and his company has no significant defective work, his name will be included for participation in the monthly drawings for prizes.
 - At the time each worker is introduced to the Company Superintendent, the details of the incentive plan will be discussed, and he will be enrolled in the plan.
 - A worker's name will be drawn each month and awarded a prize.
17. The Project Manager and Superintendent are responsible for ensuring that the Testing and Certification is performed in accordance with the quality requirements and criteria established by the contract.



Certificate of Satisfaction

I have reviewed all of the work performed and completed by Mooring Services, an independent contractor, and certify that all work performed and materials supplied by Mooring Services, in accordance with the signed Work Authorization, have been completed to my satisfaction.

Signed this, the _____ day of _____,

Mooring Services Rep, Signature

Customer/Client Signature

Mooring Services Rep. printed name

Customer/Client Printed Name

Mooring Recovery Services USA
2110 113th Street
Grand Prairie, TX 75050
888.293.9953
Fax – 469.733.1696
Tax Id #26-1642770

Project References

Mooring Construction/Tenant Finish Out Projects

Denison High

Denison, TX

Contact: David Self

(903) 462-7066

Job Size: Mitigation \$280,000

Construction: \$450,000

Scope of Work: FIRE JOB - Fire clean up, Replace 800 amp Electrical Service, Remove/Replace 60,000 SF of acoustical ceiling system, roof/gutter replace, wax of VCT flooring.

Caldwell ISD

Caldwell, TX

Contact: Dr. Cuff, Superintendent

(979) 567-9011

Scope of Work: MOLD/WATER - Excavation beneath school and tunneling to allow for access to underside of slab (approx. 50,000 SF); Mold remediation, drying, dehumidification, clean of underside of slab including soda blasting and encapsulating 50,000 SF from below; replace all drain lines (50,000 SF), carpet replacement, VCT clean, paint of entire school, remove/replace all acoustical ceiling tile (50,000 SF).

Altar'd State

Southlake Town Square, South Lake, TX

Contact: Lind Nelson, Construction Manager for AS and Retail Development

(865) 548-7679

Construction: \$800,000

Scope of Work: Full high-end retail finish out services of clothing store; 5,200 SF space including white box construction, full retail finish out, including all Mechanical, Electrical, Plumbing, store fixtures, exterior Storefront/Signage/Branding, store merchandising setup

Hair Bar

Southlake Town Square, South Lake, TX

Contact: Gina Ginsburg – Owner

(214) 394-5848

Construction: \$220,000

Scope of Work: Full high-end retail finish out of Salon; 2,000 SF space including white box construction, full retail finish out of salon including all Mechanical, Electrical, Plumbing, store fixtures, exterior Storefront/Signage/Branding, store merchandising setup

Insight Equity

Southlake Town Square, South Lake, TX

Contact: Brecht Allred - Office Manager

ballred@insightequity.com

Construction: \$150,000

Scope of Work: Full office finish out, 2 phases. Phase 1 - demo of existing space and build out to specs for operational office addition within an occupied commercial office facility, 1,800SF including office wall/ceiling/finishes construction, Mechanical, Electrical, Plumbing, glasswork/storefront, flooring;

Phase 2 - build out of high-end Lobby reception including Mechanical, Electrical, Plumbing, Lobby and conference room wall/ceiling/finishes construction, glasswork, exterior signage/branding.

Sally's Beauty Supply

Plano, TX

Contact: Jason Garrison, Head of Engineering/Operations Manager, Retail Properties of America, Inc.

(972) 313-5696

Construction: \$100,000

Scope of Work: Existing retail demo and white box construction for new tenant; approx. 2000 SF, including Mechanical, Electrical, Plumbing, demising walls, bathroom/office build outs, storefront, glasswork.

Nicola's (Restaurant in Shops of Legacy, Plano)

-Removed and replaced hardwood high end specialty floor throughout restaurant overnight (1600SF) without effecting business operations.

Urban Outfitters (Shops of Legacy, Plano)

-Demo'd existing store from space (7000 sf) and performed white box of space, make-ready for tenant finish out.

Hyena's Comedy Club (Ft. Worth, TX)

-Completed a custom comedy club finish out, including demo of previous dance club and build out of stages, seating, bar areas, lounge, custom wall finishes, and flooring.

Pamela's - (Coppell, TX)

-women's clothing full tenant finish out including white box, Mechanical, Electrical, Plumbing, displays, cabinetry, finish out, storefront and merchandising 1900 SF.

Transwestern

- 109th St; Vacant Space for Leasing - Make-Ready: Full Office finish out including wall build out, acoustical ceilings, Mechanical, Electrical, Plumbing, flooring, glasswork/millwork.

Wait Mechanical

- Office ceiling tile replacement, paint of entire office, flooring replacement following fire.

Kymik Properties (6,000 SF offices, 24,000 SF warehouse)

- Full demo and rebuild of office space and demising wall separating space and warehouse following fire. Office included full wall build out of sectioned offices, Mechanical, Electrical, Plumbing, ceilings, flooring, ADA Compliance, exterior overhead doors, epoxy coating, concrete work.

Angelika Film Center (Shops of Legacy, Plano)

- Drywall, painting, flooring replacement. Performed so as not to affect business or customer.

Mooring Credentials/Licenses

Licenses

- TDSHS Asbestos Abatement Contractor License # 800954
- TDSHS Asbestos Transporter License # 400424
- TDSHS Mold Remediation Company License # RCO0253
- TDSHS Mold Remediation Contractor License # MRC0238
- TDSHS Lead Firm License # 2110499
- EPA Lead Renovator Certification # R-I-18381-10-00203

Cooperative Purchasing Network List

- E & I Cooperative Purchasing
www.eandi.org
- National IPA
www.nationalipa.org
- NCPA(national cooperative purchasing alliance)
www.ncpa.us
- TASB Buy Board,
www.tasb.org
- TexBuy
www.texbuy.net
- TIPS/TAPS
<http://www.tips-usa.com>
- US Communities
<http://www.uscommunities.org>
- TCPN
www.tcpn.org
- Choice Facility Partners
www.choicepartners.org



Form W-9
 (Rev. August 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Mooring Recovery Services, Inc.

Business name (disregarded entity name, if different from above)

Check appropriate box for federal tax classification:
 Individual sole proprietor C Corporation S Corporation Partnership Trust/estate

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

Other (see instructions) _____

Address (number, street, and apt. or suite no.)
2110 113th St.
 City, state, and ZIP code
Grand Prairie, TX 76060

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

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

Employer identification number

2	6	-	1	6	4	2	7	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions: You must check 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: M. McQuiston Date: 10/16/2014

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on this page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of a judgment or payment from a third party, bank transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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 an exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that, as a U.S. person, you know a 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 a "CA" code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct.

Notes: 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 1448 on any foreign partner's 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 1448 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 1448 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2014

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

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

PRODUCER Commercial Lines - (877) 588-6497 Wells Fargo Insurance Services USA, Inc. 5151 Ball Line Road, Suite 200 Dallas, TX 75254	CONTACT NAME: Susan E. Cash, CIC, CRM, CISR PHONE (A/C, No., Ext.): 972-535-6406 FAX (A/C, No.): 855-625-8263 E-MAIL ADDRESS: susan.e.cash@wellsfargo.com																		
INSURED Mooring Recovery Services, Inc. 2110 113th Street Grand Prairie, TX 75050-1240	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Underwriters at Lloyds, London (IL)</td> <td>16792</td> </tr> <tr> <td>INSURER B:</td> <td>Sentinel Insurance Co. Ltd</td> <td>11030</td> </tr> <tr> <td>INSURER C:</td> <td>Texas Mutual Insurance Company</td> <td>22045</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER A:	Underwriters at Lloyds, London (IL)	16792	INSURER B:	Sentinel Insurance Co. Ltd	11030	INSURER C:	Texas Mutual Insurance Company	22045	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																			
INSURER E:																			
INSURER F:																			

COVERAGES CERTIFICATE NUMBER: 7382527 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (REQ. WAIV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:		PGIARK0299900	3/1/2014	2/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (See Exclusions) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$0 Liability De	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4BUENQ7851	2/1/2014	2/1/2015	COVERED SINGLE LIMIT (See Exclusions) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB COVRS DEFINITIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY WORKER OR PART-TIME EXECUTIVE OFFICER (NEVER EXCLUDED) (Mandatory in NH) Type, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A	TSP0001153272	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractual Pollution Liability		PGIARK0299900	2/1/2014	2/1/2015	1,000,000 Each Occurrence 10,000 Ded Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 108, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Mooring Recovery Services, Inc. 2110 113th Street Grand Prairie, TX 75050-1240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



American Council for Accredited Certification

hereby certifies that

Todd W. Davis

has met all the specific standards and qualifications of the re-certification process, including continued professional development, and is hereby re-certified as a



Council-certified Indoor Environmentalist

This certificate expires on August 31, 2016.

00971

Charles F. Wiles, Executive Director

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Be it known that

MOORING RECOVERY SERVICES

is licensed to perform as a

Mold Remediation Company

in the State of Texas and is hereby governed by the rights, privileges, and responsibilities set forth in Title 25, Texas Administrative Code, Chapter 295, relating to Texas Mold Assessment and Remediation Rules, as long as this license is not suspended or revoked.

A handwritten signature in black ink, appearing to read "David Lakey MD".

David Lakey, M.D.
Commissioner of Health

License Number: RCO0253

Expiration Date: 6/8/2016

Control Number: 7085

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

MOORING RECOVERY SERVICES INC

is certified to perform as a

Asbestos Abatement Contractor

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

DAVID LAKBY, M.D.
COMMISSIONER OF HEALTH

License Number: 800954

Control Number: 96085

Expiration Date: 2/11/2016

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

Altar'd State





FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Joe Davich
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Mooring Recovery Services, Inc.
(Name of Corporation)

I, Joe Devich certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

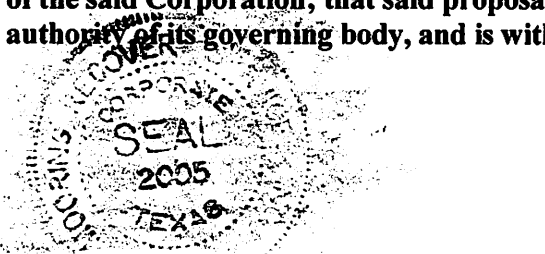
named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

COO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL

[Handwritten Signature]
SIGNATURE

16 March 2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Mouring Recovery Services, Inc.

Print name of authorized representative Joe Devich

Signature of authorized representative 

Date 16 March 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Mooring Recovery Services, Inc.
Name of company expressly waiving confidential status of material

Joe Devich, COO
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

2110 113th Street Grand Prairie TX 75050 488-293-9953
Address City State ZIP Phone



Commercial Resume'

DFW Gun Range

Dallas, TX

Owner: Jim Pisoni

(972) 839-1063

Job Size: Mitigation \$330,000

Construction: \$1.5 MM

Scope of Work: FIRE- Demo of approx. 9,000 SF gun range and rebuild from ground up of shooting ranges, shooting stations, gym - Full Electrical, custom specialty HVAC system design-build, plumbing, masonry, concrete, specialty steel, bullet traps, glazing/storefront; Office finish out approx. 8000 SF - Roofing, Wall framing, drywall, acoustical ceiling system, painting, flooring.

Four Seasons Resorts

Irving, TX

Contact: Buck Raines, Director of Facilities

972-717-2402

Job Size: Mitigation: \$50,000

Construction: \$806,000

Scope of Work: ICE DAMAGE/COLLAPSE- Demo and remove freestanding 7,000 SF building on Resort. Rebuild of Golf Maintenance Building including concrete slab, full metal building, electrical/HVAC/plumbing, interior office full finish out including Roofing, wall framing, drywall, acoustical ceiling system, painting, flooring; shop area full finish out; parking lot reconfiguration/stripping/concrete work; installation of secondary 2000 SF storage metal building; exterior specialty block storage bay construction.

Purina

Ft. Worth, TX

Contact: Tony Murilla, Plant Manager

817.878.0290

Job Size: Construction: 1.6 MM

Scope of Work: DEMOLITION/ASBESTOS ABATEMENT: Demo of 100' tall concrete silos including asbestos abatement, demo, haul away; concrete site work, exterior painting, specialty steel handrail fabrication and installation.

Denison High

Denison, TX

Contact: David Self

(903) 462-7066

Job Size: Mitigation \$280,000

Construction: \$450,000

Scope of Work: FIRE JOB - Fire clean up, Replace 800 amp Electrical Service, Remove/Replace 60,000 SF of acoustical ceiling system, roof/gutter replace, wax of VCT flooring.

Caldwell ISD

Caldwell, TX

Contact: Dr. Cuff, Superintendent

(979) 567-9011

Scope of Work: MOLD/WATER - Excavation beneath school and tunneling to allow for access to underside of slab (approx. 50,000 SF); Mold remediation, drying, dehumidification, clean of underside of slab including soda blasting and encapsulating 50,000 SF from below; replace all drain lines (50,000 SF), carpet replacement, VCT clean, paint of entire school, remove/replace all acoustical ceiling tile (50,000 SF).



K&S Insurance Agency

a member of K&S Group, Inc.

Insurance and Bonds
Est. 1978

January 11, 2017

Re: Mooring Recovery Services, Inc. – Bond Reference Letter

To Whom It May Concern:

We are pleased to write this letter on behalf of our valued client Mooring Recovery Services, Inc. Over the last 11 years, Mooring Recovery Services has proven to be a leader in their industry. Mooring Recovery Services has a history of completing projects on time or ahead of schedule with superior workmanship and we are pleased to respond to any bonding needs that they have.

Mooring Recovery Services, Inc.'s surety company is Insurors Indemnity Company, which is rated "A-V" (Excellent) by AM Best rating service and is the recognized leader in rating property/casualty companies. Insurors Indemnity is willing to respond to a \$2,000,000 bond request per year for regional projects with an aggregate of \$5,000,000 for the Texas statewide total projects.

The surety's approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client. We also have the ability to seek additional capacity as needed.

If you require additional information, please do not hesitate to call me.

Sincerely,

Mistie Beck
Bond Manager

2255 Ridge Road ♦ Suite 333 ♦ P.O. Box 277 ♦ Rockwall, Texas 75087
Main (972) 771-4071 ♦ Toll Free (866) 823-0673 ♦ www.kandsins.com

Amarillo ♦ Austin ♦ Dallas ♦ Denton ♦ El Paso ♦ Ft. Worth ♦ Grapevine ♦ Houston ♦ Plano
Rockwall ♦ San Angelo ♦ San Antonio ♦ Southlake ♦ Tyler ♦ Waco ♦ Wichita Falls



WORKMANSHIP WARRANTY

Mooring Recovery Services

*GUARANTEES THE LABOR ON THE REPAIRS
COMPLETED ON YOUR PROPERTY FOR A PERIOD OF
ONE YEAR. MATERIAL IS COVERED BY THE
MANUFACTURER'S WARRANTY.*

*THIS WARRANTY IS PERSONAL TO THE PERSON WHO
OWNED THE BUILDING AT THE TIME OF THE REPAIRS
AND IS NOT TRANSFERABLE UNDER ANY
CIRCUMSTANCES.*

OWNER'S NAME

POLICY NUMBER

COMPLETION DATE

PROPERTY OWNER WARRANTED ADDRESS

COMPANY

JOB NUMBER

** This Workmanship Warranty is valid when all monies are paid in full