

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. 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.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

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.)

Contracts

All contracts 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.

Contracts 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 contracts

No assignment of contract 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 contract.
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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days 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 contracts 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 contract.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract 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 is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. 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 Contracts.** 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 contract, 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 Contracts.** 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 contract, 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, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract 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 contracts 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 contract 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 contract at any time.

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, 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 contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. 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 contract;
- Providing work and/or material that was not awarded under the contract;
- 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 contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract 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 contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract 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 Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. 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.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Smoking

Persons working under contract 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 Contract". 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 contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract 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 contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

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 the RFP and any awarded contract 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 Contract. 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

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders 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 client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract 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.

- **Contracts:** All vendor purchase orders 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 Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

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

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

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	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Metro Disaster Specialists
 Address P.O. Box 959

 NORTH LITTLE ROCK, AR 72115
 Contact Richard Elliott
 Department
 Building
 Floor/Room
 Telephone 1 (501) 7582845
 Fax 1 (501) 7587692
 Email
 Submitted 11/19/2015 11:06:45 AM CT
 Total \$0.00

Signature Richard Eugene Elliott

Email relliott@metrodisaster.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR
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.)	Metro Disaster Specialists is a proven leader in all disaster situations. As pioneers of the full-service restoration industry, Metro has been cleaning, deodorizing and sanitizing restoring commercial and residential properties and contents since established in Arkansas 1979 and has successfully completed over 16,200 projects. Metro's long history of professional approach and practical knowledge has made our services an essential resource for property owners and insurance professionals. Our knowledgeable 24 hour response team provides rapid and reliable services to our clients to handle virtually any circumstance and to secure the property and contents against further damage.
6	Primary Contact Name	Primary Contact Name	Richard Elliott
7	Primary Contact Title	Primary Contact Title	Loss Specialist
8	Primary Contact Email	Primary Contact Email	relliott@metrodisaster.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5017582845
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5017587692
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5014132835
12	Secondary Contact Name	Secondary Contact Name	Robert Williams
13	Secondary Contact Title	Secondary Contact Title	Loss Specialist
14	Secondary Contact Email	Secondary Contact Email	rwilliams@metrodisaster.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5017582845
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5017587692
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5014138274

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Michelle Comford
19	Admin Fee Contact Email	Admin Fee Contact Email	mcomford@metrodisaster.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5017582845
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Michelle Comford
22	Purchase Order Contact Email	Purchase Order Contact Email	mcomford@metrodisaster.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5017582845
24	Company Website	Company Website (Format - www.company.com)	www.metrodisaster.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0513780
26	Primary Address	Primary Address	P.O. Box 959
27	Primary Address City	Primary Address City	North Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72115
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.)	Disaster Restoration; Restoration; Disaster Clean-Up, Disaster Response; Reconstruction; Insurance Repairs, Water Damage, Fire Damage, Mold Remediation; General Contractor; Environmental Damage Remediation; Emergency Disaster Cleanup; commercial remodeling; commercial construction; school and government buildings
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) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	North Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	35
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: METRO DISASTER SPECIALISTS

Mailing Address: P.O. Box 959

City: NORTH LITTLE ROCK

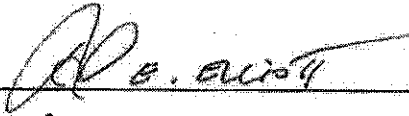
State: AR

Zip: 72115

Telephone Number: 501-758-2845

Fax Number: 501-758-7692

Email Address: RELIOTT@METRODISASTER.COM

Authorized Signature: 

Printed Name: RICHARD E. ELLIOTT

Position: LOSS SPECIALIST

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt 1/21/16
TIPS Authorized Signature Date

David Wayne Fitts 1/21/16
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
North Little Rock Schools	North Little Rock	AR	Harrell Hatch	501-771-8075
Pulaski County Schools	Little Rock	AR	Glen Shook	501-346-7915
Little Rock Schools	Little Rock	AR	Wayne Adams	501-447-5252
University of Central Ark.	Conway	AR	Larry Lawrence	501-450-5382
City of North Little Rock	North Little Rock	AR	Mayor Joe Smith	501-975-8601
City of Sherwood Parks	Sherwood	AR	Sonny Jannsen	501-413-8010
Arkansas Building Authority	Little Rock	AR	Anne Laidlaw	501-682-5568
Central Ark. Risk Mgmt.	Little Rock	AR	Timothy Miles	501-372-3300
Assn. of Arkansas Counties	Little Rock	AR	Jeanne Hunt	501-372-7550
University of Arkansas	Fayetteville	AR	Scott Sargent	479-575-6575
Central Ark. Library System	Little Rock	AR	Adam Bearden	501-918-3039
Saline County	Benton	AR	Christy Peterson	501-303-5658
Pulaski Road & Bridge	Little Rock	AR	Wanda Seaman	501-340-6800
City of Benton Utilities	Benton	AR	Steve DiCicco	501-776-5942

Company Profile

Please provide the following:

1. Company's official registered name.

Metro Builders and Restoration Specialists, Inc. dba Metro Disaster Specialists

2. Brief history of your company, including the year it was established.

Metro Disaster Specialists is a proven leader in all disaster situations. As pioneers of the full-service restoration industry, Metro has been cleaning, deodorizing and sanitizing restoring commercial and residential properties and contents since established in Arkansas 1979 and has successfully completed over 16,200 projects. Metro's long history of professional approach and practical knowledge has made our services an essential resource for property owners and insurance professionals. Our knowledgeable 24 hour response team provides rapid and reliable services to our clients to handle virtually any circumstance and to secure the property and contents against further damage.

3. Corporate office location.

Metro offices and warehouses are located at 3500 Bay Oaks Drive, North Little Rock, Arkansas 72118. Our mailing address is P.O. Box 959, North Little Rock, Arkansas, 72115.

4. List the total number of sales persons employed by your organization within the United States, broken down by market.

Metro employs 4 "Loss Specialists" who are essentially estimators for all of our projects. All of our Loss Specialists will be available as needed for the TIPS sales program, our primary contact is listed below. Metro's market area and service area is limited to Arkansas for purposes of TIPS.

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Metro has only one office. Office location is shown in number 3 above. Key contacts are:

Richard Elliott Loss Specialist 501-413-2835

relliott@metrodisaster.com

Robert Williams	Loss Specialist	501-413-8274	<u>rwilliams@metrodisaster.com</u>
Britt Stewart	Loss Specialist	501-454-4575	<u>bstewart@metrodisaster.com</u>
James D'Arezzo	Loss Specialist	501-425-8157	<u>jdarezzo@metrodisaster.com</u>

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

A. Sales

Richard Elliott	Loss Specialist	501-413-2835	<u>relliott@metrodisaster.com</u>
Robert Williams	Loss Specialist	501-413-8274	<u>rwilliams@metrodisaster.com</u>
Britt Stewart	Loss Specialist	501-454-4575	<u>bstewart@metrodisaster.com</u>
James D'Arezzo	Loss Specialist	501-425-8157	<u>jdarezzo@metrodisaster.com</u>

B. Sales Support

Michelle Comford	Office Manager	501-758-2845	<u>mcomford@metrodisaster.com</u>
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C. Marketing

Sharon Parker	Marketing	501-758-2845	<u>sparker@metrodisaster.com</u>
Payton Smith	Marketing	501-350-3804	<u>psmith@metrodisaster.com</u>

D. Financial Reporting

Michelle Comford	Office Manager	501-758-2845	<u>mcomford@metrodisaster.com</u>
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E. Executive Support

Don Collie	President	501-758-2845	<u>dcollie@metrodisaster.com</u>
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7. Define your standard terms of payment.

All vendors paid on 10th of each month for invoices dated the previous month.

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

2013 \$ 11,758,928

2014 \$ 15,078,165

2015 **Year not completed. As of 11/12/15 total was \$ 17,612,415**

9. What differentiates your company from competitors?

Our Mission:

Provide comprehensive, high quality disaster restoration services to our clients, while complying with industry standards, governmental codes and ordinances that govern such, guided by an inclusive Code of Ethics as established by the Restoration Industry Association (RIA).

Metro Disaster Specialists has the workforce, financial stability and appropriate insurance coverage to handle a large loss project, including worker's compensation, general liability, pollution liability, and builders' risk insurance. Metro has a long history of successfully restoring property from the smallest residential to larger commercial projects. We have a General Contractors License from the State of Arkansas with an unlimited bid limit.

The Metro facilities are the largest and most modern in the state of Arkansas with over 40,000 square feet of production and storage area; maintaining a vast inventory of state of the art drying and remediation equipment, an absolutely essential component for handling large or specialized projects. The benefits of these facilities to the client are:

- ***Storage of personal property in a secure and climate-controlled environment***
- ***Large production area to efficiently restore content items and accessibility for client inspection***
- ***Training and conference centers to support a high level of communications with clients and insurance personnel***

The Metro Team of experts are dedicated to training and continued education in the disaster restoration industry; working with our clients and their insurance companies to develop a scope of work, pricing, and a plan of action to successfully complete restoration projects. Our professional staff has over 275 years of combined experience in the restoration industry and holds the following certifications:

- ***Insurance Subrogation Trained Personnel with Claims Training Services***
- ***Certified Restorers with Restoration Industry Association***
- ***Certified Fire/Smoke and Restoration Technicians with IICRC***
- ***Certified Deodorized Technicians with IICRC***
- ***Certified Upholstery and Carpet Cleaning Technicians with IICRC***
- ***Certified Applied Structural Technicians with Dri Eaz***
- ***Certified Sewer Remediators with Restoration Consultants***
- ***S500 Trained Technicians with IICRC***

- *Certified Mold Remediators*
- *S520 Trained Technicians with IICRC*
- *Certified Digital Photo Inventory with Restoration Alliance*
- *Certified Ultrasonic Cleaning Services with Restoration Alliance*
- *Precision Electronic Restoration Technician with Restoration Alliance*
- *Master Electricians licensed by the State of Arkansas*
- *Master Plumber licensed by the State of Arkansas*

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days: **Metro Disaster Specialists will co-brand a press release with information given by Tips/Taps through their website at WWW.METRODISASTER.COM**
 - b. Announcement of award through any applicable social media sites: **Metro Disaster Specialists will proudly announce the agreement via social media through Facebook, Instagram and Twitter.**
 - c. Direct mail campaigns: **Metro Disaster Specialists does not process mail campaigns.**
 - d. Co-branded collateral pieces: **Metro Disaster Specialists has a co-branded one page marketing literature that can be handed out at trade shows.**
 - e. Advertisement of contract in regional or national publications: **Metro Disaster Specialists advertises in the following publications that market to government entities. Association of Arkansas Counties "County Lines Magazine." County Lines magazines has a direct focus on county judges across the state of Arkansas.**
 - f. Participation in trade shows: **Metro Disaster Specialists proudly exhibits their Tips/Taps purchasing agreement sign at the following trade shows. Metro Disaster Specialists participates in the annual Arkansas School Plant Managers Association trade show (ASPMA), annual Arkansas Department of Emergency Management trade show (ADEM), semi-annual Arkansas Association of Facility Administrators trade shows (AAFA), quarterly Association of Arkansas Counties trade shows. (AAC)**
 - g. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded: **Metro Disaster Specialists proudly exhibits their Tips/Taps purchasing agreement sign at the following trade shows. Metro Disaster Specialists participates in the annual Arkansas School Plant Managers**

Association trade show (ASPMA), annual Arkansas Department of Emergency Management trade show (ADEM), semi-annual Arkansas Association of Facility Administrators trade shows (AAFA), quarterly Association of Arkansas Counties trade shows. (AAC)

Explain how your company plans to market this agreement to existing government customers: **Metro Disaster Specialists integrated the P.O.M. partnership for emergency claim services. "Peace of Mind" This is a client based program for the AAC that is designed to educate County Officials for what to do in emergency situations.**

2.

3. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$ 5,000 in year one

\$ 10,000 in year two

\$ 25,000 in year three



metro
Disaster Specialists

Ranked among the nation's top ten insurance restoration contractors in both the
Qualified Remodelers and Remodeling Magazine – August 2012

***Licensed General Contractors Specializing in all types
of Disaster Restoration including Contents.***

**Fire • Smoke • Water • Storm
Environmental**



Emergency Response Hotlines
(501) 758-2845

Toll Free 1-855-METRO-79

www.MetroDisaster.com



Managerial Capacity – Financial Viability

General Information:

Company’s official registered name: Metro Builders and Restoration Specialists; DBA **Metro Disaster Specialists** and MBRS, Inc. (see attached documentation from Arkansas Secretary of State’s office in Tab 10 – Other Information)

Brief history of company, including the year it was established: Metro Disaster Specialists is a proven leader in all disaster situations. As pioneers of the full-service restoration industry, Metro has been restoring commercial and residential properties and contents since 1979 and has successfully completed over 16,200 projects. Metro's long history of professional approach and practical knowledge has made our services an essential resource for property owners and insurance professionals. Our knowledgeable 24 hour response team provides rapid and reliable services to our clients to handle virtually any circumstance and to secure the property and contents against further damage.



Corporate officer location:

Metro’s offices are located at 3500 Bay Oaks Drive, North Little Rock, AR 72118. The Metro facilities are the largest and most modern in the state of Arkansas with over 40,000 square feet of production and storage area; maintaining a vast inventory of state of the art drying and remediation equipment, an absolutely essential component for handling large or specialized projects. The benefits of these facilities to the client are: Storage of personal property in a secure and climate-controlled environment; a large production area to efficiently restore content items and accessibility for client inspection and Training and conference centers to support a high level of communications with clients and insurance personnel.

Metro has four Loss Specialists, who are all considered lead sales people, one full time marketing person, who is considered part of the sales force, and the President, who is also considered part of the sales force, for a total of six persons. All work within the borders of the State of Arkansas and in cities of states immediately bordering Arkansas.

Metro's offices are located at 3500 Bay Oaks Drive, North Little Rock, AR 72118. The main contact at this location can be reached by land line 24 hours/365 days per year at 501-758-2845, or contact Richard Elliott at 501-413-2835 & relliott@metrodisaster.com

Resumes of key staff for this proposal: (synopsis)



Don Collie, Jr. attended the University of Central Arkansas majoring in Business, completed six months at the Air Force Tech School for Heating & Air Conditioning and has held a State Master Electricians license since 1985. Don joined Metro Disaster Specialists in 1981, bringing with him 15 years of construction experience. From 1981 to 1996 he served as a Large Loss Estimator for fire and casualty losses on commercial and residential property. This requires the ability to evaluate and write a detailed scope of damage with line item unit pricing to work with insurance companies and adjusters along with the individual owners to settle the losses. He also designed and supervised the planning on residential and commercial remodels and repairs. In 1987, along with his estimating responsibilities, Don, Jr. became the Manager of the Content Restoration Division of Metro and Production Manager of all construction projects. In 1996 Don, Jr. was appointed President of Metro with general manager responsibilities and remains a Large Loss Estimator. Don is certified in mold & sewage restoration, certified in water damage restoration & applied structure drying, and is a Certified Restorer® (CR) through the Restoration Industry Association. dcollie@metrodisaster.com



Richard Elliott attended North Little Rock Public Schools and Pulaski Technical College. He was previously licensed as a Master Plumber in the State of Arkansas and has been certified as a Maintenance Director for public housing with the U. S. Department of Housing and

Urban Development. Richard worked for several plumbing companies and mechanical contractors and owned his own plumbing business for a period of five years, and later served as maintenance director for the North Little Rock Housing Authority, managing 30 employees and overseeing maintenance on 1100 units of public housing. Richard joined Metro Disaster Specialists in November of 1998, with a background that includes almost 20 years of construction related experience. From 1998 to 2001 he served as the supervisor and estimator for the restoration division. This work included determining and writing a scope of damage to settle losses for small and medium sized contents and structure losses. Since 2001, Richard has served as a Loss Specialist, estimating primarily large losses, specializing in schools and commercial buildings. Richard has obtained an in-house certification for commercial and residential as large loss estimator. Richard is a Certified Restorer® (CR) through the Restoration Industry Association. He also has extensive training in mold and lead paint remediation.

relliott@metrodisaster.com



Ron Anderson is a native of Gassville, AR attending Cotter High School. He is a graduate of Layman School at Agape Bible College. From 1978 to 1985, Ron worked in the oil fields of Oklahoma and West Texas. Beginning in 1985 to 1997, he worked for American Transportation (Ward Bus Company) in Conway, AR and moved into the construction industry in 1997. Ron joined Metro Disaster Specialists in May of 2001 as a Construction Superintendent until 2009 and now serves as Administrative Support. He is certified in Claims Training Services and has been trained in deodorization. He is a member of New Life Church, Highway and Hedges Motorcycle Club, and loves to fish, hunt, and spending time with his family, especially his grandchildren. With his employment with Metro, he particularly likes the people he works with, helping our clients, and just being involved in the day to day operations of the company. randerson@metrodisaster.com



Michelle Comford attended Catholic Schools throughout her elementary and high schools years and carries an Associate Degree in Business Administration. Michelle joined Metro Disaster Specialists in 1991 and has seen many changes within our Metro family and the Restoration Industry over the past 20 years. Beginning as the company receptionist she learned the many different aspects of the restoration industry and how it relates to insurance policies. She was promoted to Claims Manager in 1993 followed by a promotion to Office Manager in 1995. Michelle's primary focus is using her 20 years of experience to assist the Loss Specialists in the day to day Order of Operation and manage all aspects of the office flow, from handling incoming claims all the way through to billing, collecting, retrieving endorsements from various mortgage companies, and the gathering/submission of close out documents for same. Michelle is fluent in the estimating program used by Metro and can set up and implement the proper office procedures for all projects, including emergency services when we are inundated with calls from a catastrophic event. After serving 20 years as part of Metro's team, Michelle says the one thing she is proud to say that has never changed is Metro's loyalty and commitment to customer satisfaction and Metro's respect and integrity to our customers and entire organization, both internally and externally. In her spare time, Michelle enjoys doing anything that involves family time with her husband and son. mcomford@metrodisaster.com



Payton Smith is a native of North Little Rock where he attended North Little Rock High School. In 2010 he graduated from the University of Arkansas at Little Rock, where he received his Bachelor of Science in Business Administration with an emphasis in Marketing. Payton worked for Metro throughout his college career obtaining knowledge for the business as well as completing a management internship. In 2010 he was hired to run Metro's Restoration Department where he serves as Production Manager. Payton works directly with clientele to remediate their loss and restore their contents. He leads a team of highly trained professionals who strive to minimize loss of production time to successfully meet deadlines. He feels Metro's efforts to provide superior customer service will allow us to continue to represent Arkansas as the leading restoration provider. He also feels he is very blessed to work with such a respectful and talented staff of professionals. Payton takes pride in his employees and enjoys seeing them advance as professional individuals. Payton has obtained certifications in water damage remediation, fire and smoke remediation, and holds update state requirements. psmith@metrodisaster.com

What differentiates us from competitors?:



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- Certified Deodorized Technicians with IICRC
- Certified Upholstery and Carpet Cleaning Technicians with IICRC
- Certified Applied Structural Technicians with Dri Eaz
- Certified Sewer Remediators with Restoration Consultants
- S500 Trained Technicians with IICRC
- Certified Mold Remediators
- S520 Trained Technicians with IICRC
- Certified Digital Photo Inventory with Restoration Alliance
- Certified Ultrasonic Cleaning Services with Restoration Alliance
- Precision Electronic Restoration Technician with Restoration Alliance
- Master Electricians licensed by the State of Arkansas
- Master Plumber licensed by the State of Arkansas
- HVAC Specialists with the U. S. Air Force

“I want to express my extreme gratitude to the entire team for the miraculous work that went into getting our students back into their school this upcoming school year. It wasn't that long ago when Governor Beebe visited the tornado ravaged site. You'll recall the destruction he saw and the comments he regarding the cleanup efforts...”nothing short of a miracle”. Our students will arrive on the morning of August 15th to a school that hasn't looked as good as it does today for quite some time. I know we have much work left to finish up the auditorium and wrap up the punch list, but I wanted to take the opportunity to recognize the tireless efforts of so many. There were many hot days and lots of brainpower that got us to this point. I like to say “excellence doesn't happen by chance!” We appreciate your efforts and thank you again for helping us provide our students with a great learning environment. Sincerely, Derek”

Derek M. Scott, Chief Operating Officer, Pulaski County Special School District.

“I have worked on several projects with Metro Disaster Specialists at UCA and each time I have been impressed with the service and communication skills that the company and their employees have shown. They have always been very punctual and professional and made us feel that our needs are first and foremost. I would highly recommend their services to any of my associates at other Universities.”

Larry Lawrence, Director of Physical Plant, University of Central Arkansas

“This letter is to convey the exceptional and professional response and care the Hope Public Schools received after our April 17, 2005 disastrous fire at Hope High School. There really are no words to express as to how quickly and thoroughly METRO performed their task and without comparison with any company met the needs of the staff, student body, and community of Hope, AR. We all hope this was our first and last catastrophic occurrence of this magnitude, but we are pleased to know there is a company like METRO that will meet our needs and provide the assistance that we need.”

Kenneth Muldrew, Superintendent, Hope, Arkansas Public Schools

“Late one evening in August, I arrived at our home on Lake Greeson to discover our water heater had corroded and was pouring water from the top floor. There was already about an inch of water on the lower floor. It was a mess. I called our insurance company, which in turn called Metro. A crew was dispatched immediately despite it being almost a two-hour drive from North Little Rock. The crew arrived at 2 a.m. and went straight to work, getting furniture on blocks, pumping out the water and stabilizing the situation. Within three hours, they had things under control. After the insurance adjusters came to assess the damage, Metro coordinated the restoration effort from floor to ceiling. Not only was the work done with precision and professionalism, every employee of Metro was helpful, courteous and eager to do the job correctly. I hope I never have another problem like this. But if I do, I know who to call. Thank you for having a wonderful group of professionals who bring hope to homeowners during moments when things seem hopeless.”

Mike Huckabee, Former Governor of Arkansas

Memberships

Little Rock Chamber of Commerce

North Little Rock Chamber of Commerce

State Chamber of Commerce

Building Owners & Managers Association (BOMA®)

Friend of Institute of Real Estate Management (IREM®)

Arkansas Apartment Association

Arkansas Adjusters Association

Arkansas Hospitality Association

Independent Insurance Agents of Arkansas (IIAA)Arkansas Field Club

Professional Insurance Agents of Arkansas (PIA)

Arkansas Association of Education Administrators (AAEA)

Arkansas School Plant Management Association (ASPMA)

Better Business Bureau - Accredited Member



Use a QR Code scanner app to scan this code and contact us today!

501-758-2845

1-855-638-7679

3500 Bay Oaks Drive

North Little Rock, AR 72118



www.metrodisaster.com

Metro Builders & Restoration Specialists Inc.
dba Metro Disaster Specialists
One Year Limited Warranty

Metro Builders & Restoration Specialists Inc. (Metro) warrants all work performed by it will be free from substantial defects (that are the fault or responsibility of Metro) for a period of one (1) year from the date of completion.

Metro warrants that all materials furnished by it shall be installed or applied in a good and workmanlike manner, meeting applicable building code requirement and industry standards. Metro shall repair or replace, at its option, any defective work performed pursuant to the contract between Metro and the property owner. Beyond building codes and local regulations, both contractors and their customers have long sought a measurable benchmark that deals with the expectations of performance in the goods and services provided by the construction industry. Metro incorporates the use of the NAHB Residential Construction Performance Guidelines to determine warranty issues. Under no circumstances shall Metro be liable for any incidental or consequential damages resulting from any defects covered by this warranty.

Material, assemblies or units purchased by Metro are sold and installed subject to the manufacturers' warranties. This warranty does not apply.

In the event the work fails or a substantial defect is discovered during the warranty period, owner shall provide Metro with prompt written notice of such failure, detailing the exact nature of the warranty claim. The claim shall be mailed or delivered to Metro.

This warranty is valid only when the property owner has made full payment and complied with the terms and conditions of the contract. This warranty does not apply to damages or defects which result from other than normal use or defects due to Property Owner's lack of maintenance, misuse or neglect. Normal amounts of cracking, shrinkage, separation and change in level as outlined by local building codes are to be considered normal and not subject to repair.

All other warranties, express or implied are hereby expressly disclaimed. This warranty is not transferable.

Don Collie, Jr.
President

Property Owner: _____

Property Address: _____

Date of Completion: _____



*Licensed General Contractors
Specializing in all types of Disaster Restoration including Contents
Fire • Smoke • Water • Storm • Environmental*

P. O. Box 959 • 3500 Bay Oaks Dr. • North Little Rock, AR 72115
501.758.2845 • Fax 501.758.7692 • Toll Free 1-855-METRO-79
www.MetroDisaster.com • Federal ID # 71-0513780

About Us

Metro Disaster Specialists is a proven leader in all disaster situations. As pioneers of the full-service restoration industry, Metro has been restoring commercial and residential properties and contents since 1979 and has successfully completed over 16,200 projects. Metro's long history of professional approach and practical knowledge has made our services an essential resource for property owners and insurance professionals. Our knowledgeable 24 hour Emergency Response Team provides rapid and reliable services to our clients to handle virtually any circumstance and to secure the property and contents against further damage.

Our Mission: Provide comprehensive, high quality disaster restoration services to our clients, while complying with industry standards, governmental codes and ordinances that govern such, guided by an inclusive Code of Ethics as established by the Restoration Industry Association (RIA).

Metro Disaster Specialists has the workforce financial stability and appropriate insurance coverage to handle a large loss project, including worker's compensation, general liability, pollution liability, and builders' risk insurance. Metro has a long history of successfully restoring property from the smallest residential to larger commercial projects. We have a General Contractors License from the State of Arkansas with an unlimited bid limit.

The Metro Facilities are the largest and most modern in the State of Arkansas with over 40,000 square feet of production and storage area; maintaining a vast inventory of state of the art drying and remediation equipment, an absolutely essential component for handling large or specialized projects. The benefits of these facilities to the client are:

- Storage of personal property in a secure and climate-controlled environment
- Large production area to efficiently restore content items and accessibility for client inspection
- Training and conference centers to support a high level of communications with clients and insurance personnel





The Metro Team of experts



are dedicated to training and continued education in the disaster restoration industry; working with our clients and their insurance companies to develop a scope of work, pricing, and a plan of action to successfully complete restoration projects. Our **professional staff** has over 275 years of combined experience in the restoration industry and holds the following certifications:

- Insurance Subrogation Trained Personnel with Claims Training Services
- Certified Restorers with Restoration Industry Association
- Certified Fire/Smoke and Restoration Technicians with IICRC
- Certified Deodorized Technicians with IICRC
- Certified Upholstery and Carpet Cleaning Technicians with IICRC
- Certified Applied Structural Technicians with Dri Eaz
- Certified Sewer Remediators with Restoration Consultants
- S500 Trained Technicians with IICRC
- Certified Mold Remediators
- S520 Trained Technicians with IICRC
- Certified Digital Photo Inventory with Restoration Alliance
- Certified Ultrasonic Cleaning Services with Restoration Alliance
- Precision Electronic Restoration Technician with Restoration Alliance
- Master Electricians licensed by the State of Arkansas
- Master Plumber licensed by the State of Arkansas
- HVAC Specialists with the U. S. Air Force



Fire Damage - Commercial

Metro Disaster Specialists has a long history of successful restoration and reconstruction projects, from the smallest residential project to multi-story commercial buildings.

Fully licensed and insured our construction division is certified by the State of Arkansas to build, rebuild, and reconstruct any scale building or structure with an unlimited category.

A Loss Specialist and Superintendent is assigned to each reconstruction project to ensure proper handling of the entire process of structure restoration.

Past projects include schools, governmental buildings, shopping centers, hospitals; high rises, manufacturing facilities, apartment complexes, and private homes. Metro's Construction Team contains the skilled craftsmen property owners and insurance companies turn to when disasters strike!

- State Contractors License (Unlimited Category)
- Fully Bonded and Insured
- Member of Restoration industry Association
- Member of National Institute of Disaster Restoration

Benefit to You: REDUCE BUSINESS INTERRUPTION AND LOSS OF INCOME!

- Commercial Fire Reconstruction includes:
- 24-Hour Emergency Response
- Water Removal
- Smoke Odor Control and Elimination
- Securing Your Business or Building
- Complete Inventory of Contents
- On-site Cleaning
- Packing and Storage (Pack-out)
- Secure Storage of Contents





Water Damage - Commercial

Prompt and proper drying is essential to minimizing losses due to water damage. Metro's Certified Applied Structure Drying Technicians are immediately dispatched for emergency water extraction, drying, mold remediation, dehumidifying, disinfecting, and deodorizing. Our highly skilled technicians are trained to mitigate any size water loss with the largest inventory of drying equipment in the state, using nationally approved drying procedures.

If necessary, our Restoration Technicians are dispatched for inventorying/packing/moving of any content items requiring more detailed restoration and relocate those items to our secured warehouse facilities.

Drying Technicians continuously assess the moisture levels in the area to ensure that they are diminishing. A Loss Specialist will inspect the property once dried to determine the scope of the damage and prepare an insurance estimate.

When disasters strike, you need help, fast! You can count on Metro Disaster Specialists, Inc. to respond at once, no matter when the disaster strikes!

Water Remediation includes:

- 24-Hour Emergency Response
- Immediate Source Removal of Water
- Advanced Drying Procedures
- Sewage Backup Remediation
- On-Site Cleaning





Natural Disaster - Commercial

If Mother Nature throws your business a curve, your company's top priority will be to minimize your down time and get back to business as quickly and painlessly as possible.

That's where Metro Disaster Specialists' Commercial Division has a long history of successful restoration and reconstruction projects comes in.

We have been performing cleanup, mitigation, and restoration services for all sizes of commercial buildings for more than 30 years. We are a local company with a national reputation for excellence. Metro Disaster Specialists has the latest equipment and certified manpower necessary to handle any size job.



Metro Disaster Specialists' leadership and unparalleled experience gives clients access to a full range of services and capabilities in the disaster recovery. Our extensive experience in emergency response gives us the ability to coordinate each step of the recovery mission.

We believe that all businesses should have a plan in place in case of natural disaster.

Check out our [Emergency Preparedness page](#) for details.

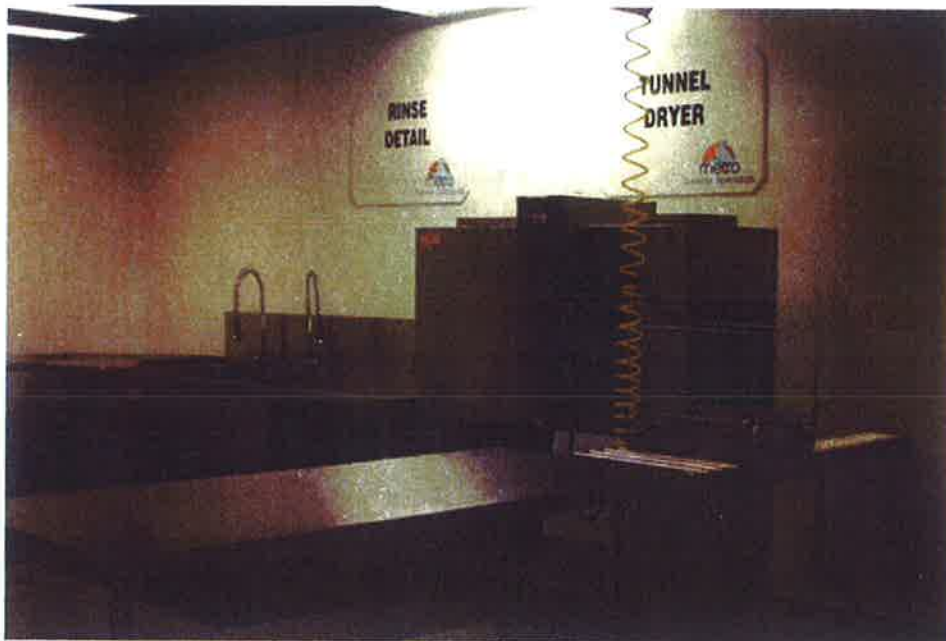


Hard Contents Restoration

Metro uses an ultrasonic cleaning system by Fireline for its "hard contents" restoration. Hard contents restoration can include jewelry, crystal, china, ceramics, glass, light fixtures, porcelain and more.

Our Fireline ultrasonics system allows us to apply a variety of methods not available to many restoration companies. Ultrasonics represents the industry standard in hard contents restoration, effectively removing smoke residues and carbons and restoring water damaged items including rusting metal parts.

When it comes to computers and other electronics, time is crucial. Smoke residue, soot and water get to work immediately. Our certified staff is trained to assess and evaluate the damage to electronics based on smoke and water, and take the right steps to ensure the best shot at full restoration.





Soft Contents Restoration

The damage related to fires, smoke infestation and floods can stretch far beyond the physical brick-and-mortar of our homes and businesses.

A house can be replaced when necessary. But the contents of a house – those personal, intimate items that represent the fabric of our everyday lives – are what truly makes a home.

As part of the Certified Contents Restoration Network, Metro is one of a select group of disaster specialists nationwide (and 1 of 2 in the state of Arkansas) to offer the Esporta soft contents restoration service. But our team is local and on the ground in central Arkansas, familiar with the area, its people, and the potential causes of damage to soft contents.

Soft contents can include clothing, pillows, bedding, stuffed animals, backpacks, luggage, shoes, tents, life jackets, almost any kind of sporting gear including mascot costumes.

With Esporta, a 3,600-pound hydraulic pressure system, Metro can return items to their pre-loss condition. In fact, Esporta restores soft contents to pre-loss condition at a rate of 85 percent, in many cases within hours. Damage from fire, smoke or flood such as soot, smell, bacteria and mold can be restored at a fraction of the replacement costs as well.





Environmental - Commercial

Metro's Environmental Specialists will evaluate your situation and assist you in understanding the cleaning processes and requirements. We use national approved procedures.



Our trained staff includes two Certified Restorers trained by the National Institute of Disaster Restoration; Two Certified Mold Remediators trained by the Indoor Air Quality Association; one Sewer Remediator trained by Restoration Consultants, and numerous technicians trained and certified to handle environmental remediation.

All of Metro's technicians are well trained and closely supervised during any environmental projects. This can be a very trying time for you, your employees, and clients.

A crime or trauma scene can be an extremely emotionally time in your life. We know how to handle these types of situations and the proper way to do it.

Mold damage often happen when structures are not dried properly, within a proper amount of time or via an unidentified water leak. When a water loss is not handled properly it could cause mold but more importantly cause illness to you, your employees, and clients. We know what to look for and where to look. Let us handle your water or mold remediation.

DONT risk it, we can safely clean up your site...

Metro's Commercial Environmental Services include:

- 24-Hour Emergency Response
- Mold Remediation
- Trauma / Bloodborne Pathogens (including Crimescenes)
- On-Site Cleaning
- Sewage Back Up Remediation
- Environmental Testing



Emergency Preparedness

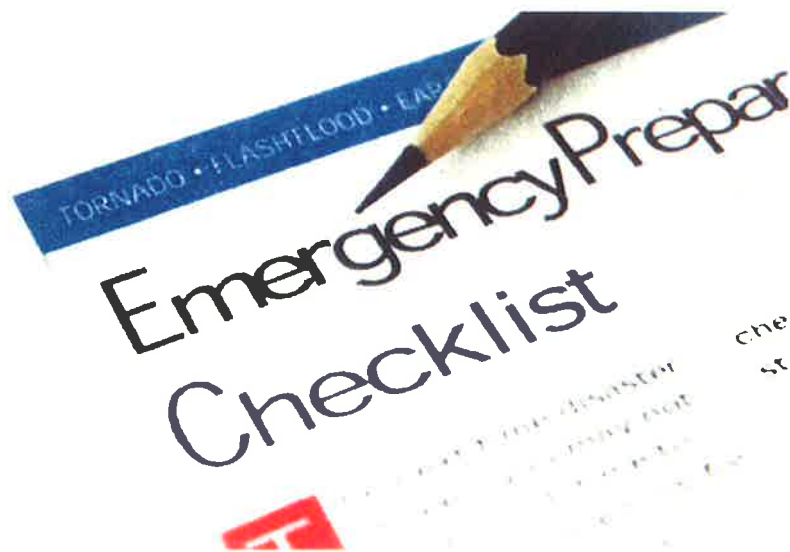
How to Protect Your Business

A Disaster Preparedness Plan tailored to your business is not complete without a plan to minimize business interruption and make sure the business is prepared when disaster strikes. Metro Disaster Specialists has developed and implemented a disaster restoration program titled the Prepared Response in Managed Emergencies ("PRIME") Program. The PRIME Program provides low-cost opportunity for business owners to minimize business interruption losses and control the cost of restoring business operations. Through the PRIME Program, Metro will inspect a business's facilities, equipment, and operations; make recommendations for preventing potential problems; and begin gathering data and information about the business allowing it to better serve the business with a fast response.

Member Advantages

Perhaps the biggest advantage to PRIME members is the money saved by reducing your business's downtime. PRIME members do not have the worries or delays involved with locating an emergency response company, assessing its qualifications and availability, and obtaining the desired response during a crisis. By the time you have been able to make this important decision, Metro Disaster Specialists will already be on site with all of your company's information, the names and phone numbers of your specialized suppliers and trusted business partners, and a prudent course of action - all determined before disaster ever strikes!

The Prepared Response in Managed Emergencies ("PRIME") Program provides risk managers, property managers, and business owners the best possible guidance in preparing for unforeseen emergencies. All owe it to themselves to minimize business interruption and make sure their businesses are ready when disaster strikes. With over 32 years of restoration experience and the PRIME Program, Metro Disaster Specialists will be there to quickly get you back in business.





REFERENCES:

Rich Mountain Community College

Brenda Gillogly

Vice President of Finance & Administration

479-394-7622

The Embassy Suites Hotel

Robert Carrington

Chief Engineer

501-312-9000

Arkansas Children's Hospital

Vicki Bennett

Risk Manager

501-364-4861

University of Arkansas Medical Sciences (UAMS)

Ron Mondy

Construction Manager

501-837-8534

Black River Technical College

Loretta Williams

Vice President of Finance & Administration

870-926-2611

Pulaski County Special School District

Derek Scott

Executive Director of Operations

501-234-2052

Union Plaza Commercial Real Estate

Jennifer Lester

Senior Property Manager

501-801-0208

Blissard Management

Dwight Blissard

Owner

501-221-9999

University of Central Arkansas (UCA)

Larry Lawrence

Director of Physical Plant

501-450-5000

James Super Save Foods

James Womble

Owner

479-394-7257

Richsmith Management, LLC

Belinda Grace

Vice President

501-219-2808

Steele Plastics Manufacturing

Bob Steele

Owner

501-327-5122



PROJECTS PORTIFILO

Higher Education

Rich Mountain Community College, Mena, AR

Metro Disaster Specialists compiled and coordinated the building and grounds restoration project for Rich Mountain Community College to ensure classroom and office needs were met in a timely manner. Simultaneously provided existing campus improvements that were not affected by the storm and made a positive impact for RMCC students by showing commitment to education and by supporting learning opportunities to the students.

Black River Technical College, Pocahontas, AR

The entire Black River campus is approximately 250,000 square feet. Over 60% of the buildings received varying degrees of water damage with one-half of those buildings "severally damaged" by the flooding. The flood basically formed a "horseshoe" around the campus, with various water levels standing in different buildings, as well as in other low places. The most serious flooding occurred in the Health/Science Building and the Library/Academic Complex. At the recommendation of insurance personnel, Loretta Williams, Vice President of Finance for Black River Technical College, contracted Metro Disaster Specialists for help.

Schools

North Pulaski High School, Jacksonville, AR

A tornado ripped through the north end of the building destroying a chemistry lab and damaging several other classrooms. The Pulaski County School District contacted Metro to perform emergency services and repairs. The auditorium was essentially destroyed and required careful demolition of all but the steel structure. The north wall of the auditorium had to be rebuilt on an emergency basis in order to allow classes to resume in the north end of the main building. The chemistry lab and all other areas were completely repaired while causing the least possible disruption to school schedules and the auditorium was redesigned by the school districts architects for reconstruction.

Hope High School, Hope, AR

An arsonist set fire to the Hope High School media center wing, causing the total destruction of this section of the building. In addition, severe smoke and fire damage occurred in the cafeteria, new classroom areas and in all of the existing "old main" high school. Hope High School officials contacted Metro for both emergency services and repairs to all sections of the building except the media center; this was rebuilt by the original contractor in cooperation with Metro, as the two structures were connected. Extensive smoke cleaning and restoration of contents items was a large part of this project.

Boone Park Elementary, North Little Rock, AR

A malfunction in the underground sprinkler system was responsible for flooding the entire building, forcing teachers and students to evacuate. Due to Metro's quick response and highly skilled team members working around the clock, students and teachers were able to resume classes the following morning.

Hospitals

University of Arkansas Medical Center (UAMS) Little Rock, AR - approximately 20,000SF

Responded to emergency after hours call for a water damage caused by 5" sprinkler line that was being serviced in the Central Building. Began extraction and water mitigation immediately, followed by complete structure repairs in order to mitigate down time in the Vascular Lab and Medical Records Areas.

McGehee County Hospital, McGehee, AR - approximately 32,000 sq. ft.

Hail damaged the single ply roof membrane causing extensive water damage throughout the facility. Metro responded by immediately applying a temporary covering to the roof, drying the structure with portable fans and dehumidifiers in less than three days and moved contents. Repairs that included replacing the entire roof system and substantial interior work (drywall, acoustic ceilings, painting and flooring) were conducted in a coordinated effort with the hospital staff to minimize the impact of the loss and prevent the need to close or displace patients.

Churches

Antioch Missionary Baptist Church, Little Rock, AR- approximately 25,000 sq. ft

A furnace fire destroyed the fellowship hall of this church and smoked the rest of the structure. Metro was able to have power restored and the main sanctuary cleaned and de-odorized before the next Sunday service. Metro handled all facets of the restoration process including the re-building of the fellowship hall and all contents cleaning, moving and storage. All repairs were complete within 3 months.

Park Hill Christian Church, North Little Rock, AR

Metro responded to a call from an insurance agent and a property management client who also attends this church, following some recent torrential rains. A creek near the church overflowed its banks and ran through 75% of this large one story, multi winged structure. Metro performed emergency services to extract water and mud and cleaned the church sufficiently to allow use by the members. In addition, Metro worked with the church members and with their insurance repair settlement from FEMA to repair the structure and remodel numerous areas of the building.

Homeowners

Private Residence, Cabot, AR - approximately 3,500 sq. ft.

A fire destroyed the top floor of a 3500 square foot, two story Cabot residence. The insurer recommended Metro to the owner, who hired Metro to pack out his contents for cleaning, storage and restoration, and to rebuild his home. Almost nothing but the first floor slab and framing remained after debris removal. Metro worked with the owner to extensively re-design and modernize the residence including updated finishes and fixtures.

Private Residence, Little Rock, AR - approximately 4,500 sq. ft.

A major fire had removed most of the roof structure of this two story home. Due to some insurance coverage issues, the house was exposed to the elements for over a year,

further damaging the interior. Metro was able to mitigate the interior damaged caused by long term moisture and rebuild the home back to its pre-loss condition, all within the confines of the insurance policy.

Office Buildings

Union Plaza Building, Little Rock, AR

A City water main burst (about 1:00 in the morning) and flooded the basement with over two feet of water in the parking garage. Metro was there within the hour, spent the next 24 hours pumping water out, and did not leave until all the water was gone and the basement was dry. Within two days, they were able to open the basement garage back up for their tenant's use.

Bridal Cottage and Adjacent County Office Building, North Little Rock, AR

A large dump truck ran off the road on JFK Boulevard in North Little Rock, impacted the corner supporting structure of the Bridal Cottage business, collapsing the front of the structure and a portion of the roof. The truck then crashed through the side of a metal building leased by Pulaski County for a backup emergency services center, destroying some of their contents. Metro was called to the scene by the property manager for both buildings, and was then hired by the County and the Bridal Cottage to handle and move their contents, as well as the property manager to restore both structures.

Quality control program:

The first level of quality control will be Mike Lawrence, who will inspect each location on at least a once weekly basis, or directly supervise the same inspection by one of the four project superintendents. One of these superintendents will be designated the project superintendent for the proposed project. Mike has been with Metro for over 30 years and has supervised projects up to 6 million dollars in size, including the 2009-2011 reconstruction of the North Pulaski High School Auditorium in Jacksonville, Arkansas.



Mike Lawrence begins project layout, 2010 Auditorium Reconstruction, North Pulaski High School

How staff are retained, screened and monitored:

All Metro employees are thoroughly background checked by an independent firm, including driving, drug testing and criminal histories. Metro has a very large percentage of staff employed for more than 15 years with our company. We offer a 401K, Health Insurance availability and an incentive bonus program based completely on productivity and adherence to company policies.



Vehicle Impact – Temporary board up prior to permanent repair – Chenal Post Office 2011

North Pulaski High School – 2009 – 2011

Before and After Photos – Project Size in two phases - \$ 6,000,000



“Keeping Your Business in Business When a Disaster Strikes”



What if?

Suppose the worst happens..... no one wants to think about being forced out of business by a disaster, but such events happen to businesses every day all across this country. From fires to tornadoes to floods, and all manner of other disasters, you could find yourself in this predicament today, tomorrow or next week. In the 30 plus years MBRS has been in the business of property restoration, we have seen many types of such events. The most difficult part of managing the disaster is the lack of pre-planning by business owners and employees. What will YOU do if it happens?

Mass confusion!

Suppose you get a call at 3 AM, your business has been hit by fire. You throw some clothes on and rush down to find sooty water running out the front door, a hole in the roof and one room burnt to a crisp. At first the rest of the building does not look that bad, wet sooty floors, no power, horrible odor. But you find soot all over the desk tops, on your stock, what the heck are you going to do? Customers will be arriving shortly, when they can't buy goods or services from you, they will go somewhere else!



The longer it takes to get back in business, the more customers you may lose permanently. What should you do? Notify your insurer? Sure, immediately! Buy some shop vacuum's and have your office staff suck up the water? There is no power, how can it be restored quickly? Can it be restored? Is it safe in here? What should I do now? Wait for the adjuster to arrive? When will he or she get there? Tomorrow? Next week? Must I wait to take action? What CAN I do? What SHOULD I do?

Plan ahead!



The old Boy Scout Motto, “Be Prepared” seems cliché and old fashioned, but there is wisdom in those words. Knowing and being prepared what to do before, during and after a disaster will minimize confusion, personal injuries, business interruption and loss of revenues. A good disaster preparedness plan that addresses preventive loss measures as well as a organized response specific to the type of disaster will help make the recovery effort more manageable. You need to tailor your plan to meet the needs of your organization. When completed the plan needs to be accessible to and practiced by all of your employees. It is important to keep your plan as simple as possible by stating your priorities and goals as clearly and understandable as possible. Including the pre-selection of a restoration contractor in your plan is critical to success!

How do I plan for a Disaster?

Many property managers and business owners find themselves overwhelmed in an emergency situation. The solution to prevent experiencing this first hand is to be prepared in advance. If you are trying to figure what to do after a disaster you are not prepared.” Disaster Planning is extremely important. Immediately research to find a partner and set up a meeting to build a pre-loss partnership with a company of your choice. This partnership should be formed with a proven, highly qualified full service restoration company that can respond when disaster strikes. Building this relationship gives you peace of mind and allows them the opportunity to inspect your property before the worst happens. From this inspection and follow up meetings they can develop a plan the designs the best response for the different types of losses that could occur. Having an expert on your team, that is experienced and knowledgeable is a huge advantage and a critical task in keep your business moving forward in times of a crippling disaster

Get professional help!

The most important decision you can make as a business owner hit by a disaster is selecting the right company to assist you in getting back in business. Making this decision AFTER the disaster can be a disaster in itself. Do I really have time to do this now? The best option is to make that decision BEFORE the event happens. An experienced disaster restoration firm knows what do do, when do do it, and how to work with you and your insurer to restore as much of your business to operation in as fast a time frame as possible.

Selecting a Disaster Restoration Contractor:

When making this decision, a business owner should select an established company with references, and a proven track record on the following critical tasks:

- Is a **LOCALLY** owned and managed, full service restoration company that is engaged in the business of providing emergency response, restoration, and reconstruction services for ALL types of disasters, in a timely fashion. Hiring a local partner allows for better awareness of and access to the contractor’s reputation and references.
- Has a current, unlimited contractor’s license as required by law, the financial capability to handle and carry a large loss and the appropriate insurance coverage including workmen’s compensation, general liability and builders risk.
- Has an extensive inventory of state of the art equipment, this is absolutely essential to handle large or specialized projects.
- Has extensive experience in setting up temporary facilities, isolating lightly damaged areas from heavy damage, establishing what portions of the building can be quickly returned to operation in as fast a manner as possible.
- Has the capability to provide On-site cleaning and restoration services consisting of cleaning, deodorizing, preservation, drying, and restorative repairs of machinery, equipment, electronics and miscellaneous content items necessary to return them to a pre-loss condition. Has adequate warehouse facilities necessary to store and restore salvageable contents.
- Has the experience, specialized personnel and equipment to provide Contents evaluation, pack-out and restoration services including moving, storage, cleaning, deodorizing, preservation, and restorative repairs to machinery, equipment, electronics and miscellaneous content items necessary to return them to a pre-loss condition.

- Has extensive experience and capabilities to perform Structural repairs to restore the building structure to a pre-loss condition. Knows how to develop and provide a detailed estimate of repairs that includes unit pricing.
- Has extensive training and understanding of local, state and federal laws governing building codes, hazardous materials such as asbestos and lead. Has training in preventing and mitigating the effects of fungal and microbial contamination, including securing the proper testing, documentation and clearance testing for these materials and conditions.
- Has extensive experience working with insurance companies and uses an industry standard estimating program, In other words, speaks the same estimating language as your insurer. A company that is able to provide a comprehensive estimate document to the Customer's insurance company. A firm that will perform only the work approved by the insurance adjuster and verified as being covered by Customer's insurance policy, unless otherwise authorized by the Customer in writing.

Be comforted in the fact you know who to call anytime disaster strikes. MBRS is a full emergency service restoration company specializing in fire, water, smoke restoration and is staffed and equipped to handle any size fire, smoke, water, flood or storm damage loss 24 hours day 7 days a week. In the past 32 years we have successfully completed over 16,000 restoration and construction projects totaling over \$170,000,000 dollars. Known as the company to call with difficult situations, Metro's commercial team is specially trained and certified to provide immediate response to manage large-scale emergency projects in properties such as schools, government buildings, shopping centers, and high-rise buildings, or industrial properties. Metro's responsibility is keeping your business in business when disaster strikes while minimizing downtime and business interruption. property owners owe it to themselves to be prepared – call us today to learn more about our prime program – prepared response in managed emergencies.



Our Mission

The mission of Metro Builders & Restoration Specialists is to provide comprehensive, high quality disaster restoration services to our clients, while complying with industry standards, governmental codes and ordinances that govern such, guided by an inclusive Code of Ethics as established by the National Institute of Disaster Restoration.

MBRS Metro PRIME Program

MBRS Metro has developed and implemented a disaster restoration program referred to as the PRIME Program. "Prepared Response In Managed Emergencies." This is a no-cost opportunity for you to minimize business interruption and control the cost to restore your facilities damaged by an emergency or disaster. One of our Loss Specialists will meet with your representative to discuss how we will respond to the different types

of emergency situations before they happen. We will become familiar with your facility and it's operations to better serve you when a disaster occurs. With all the data and information collected from your business, we can better serve you with a fast response. With the PRIME program set in place, you will experience a structured emergency response system that portrays true professionalism. A structured disaster preparedness plan that addresses preventive loss techniques and procedures will save your company revenues in the future. Every business consists of different

demands and capabilities, our highly trained team of loss specialists will service your company as desired. After designing your PRIME program, MBRS can assist you in employee knowledge and awareness. Keeping your employee's informed of plans and goals in time of a loss, is highly beneficial. MBRS Metro is here in your time of a disaster or loss. Take interest in protecting your investment and company through our PRIME Program. Call us today at (501) 758-2845

Contractor License

State	License Number
Texas	Not Required
Arkansas	25600316

- ** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**
- ** Contractor will only be awarded states listed on this sheet.**

Felony Conviction

Metro Disaster Specialists does not have any employee or owner with a felony conviction to our knowledge. All employees undergo or have undergone a rigorous background check and drug testing prior to employment.

State of Arkansas

Contractors Licensing Board

METRO BUILDERS & RESTORATION SPECIALISTS, INC., D/B/A METRO DISASTER SPECIALISTS
PO BOX 959
NORTH LITTLE ROCK, AR 72115

This is to Certify That METRO BUILDERS & RESTORATION SPECIALISTS, INC., D/B/A METRO DISASTER SPECIALISTS

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit Unlimited

from May 22, 2015 until March 31, 2016

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[Handwritten signature]

CHAIRMAN

[Handwritten signature]

SECRETARY

May 22, 2015 - da



**Arkansas Secretary of State
Charlie Daniels**

State Capitol Building • Little Rock, Arkansas 72201-1094 • 501-682-3409

Certificate of Good Standing

I, Charlie Daniels, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

METRO BUILDERS & RESTORATION SPECIALISTS, INC.

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office January 3, 1979.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 10th day of November 2005.

Charlie Daniels

Charlie Daniels
Secretary of State

Online Certificate Authorization Code: b93ded54fe9ca81

To verify the Authorization Code, visit www.sosweb.state.ar.us



ARKANSAS SECRETARY OF STATE Mark Martin

Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name METRO BUILDERS & RESTORATION SPECIALISTS, INC.
Fictitious Names MBRS, INC. METRO DISASTER SPECIALISTS
Filing # 100034429
Filing Type For Profit Corporation
Filed under Act Dom Bus Corp; 576 of 1965
Status Good Standing
Principal Address
Reg. Agent JAMES T. KINCANNON
Agent Address 3501 BAY OAKS DRIVE
NORTH LITTLE ROCK, AR 72118
Date Filed 01/03/1979
Officers SEE FILE, Incorporator/Organizer JPMS COX, PLLC, Tax Preparer DONALD D. COLLIE, President JAMES T. KINCANNON, Secretary TAMMY KATHRYN HARDISON, Controller
Foreign Name N/A
Foreign Address
State of Origin N/A
Purchase a Certificate of Good Standing for this Entity Pay Franchise Tax for this corporation

City of North Little Rock, Arkansas
Joe A. Smith, Mayor

2015

MARY JO STEWART METRO BUILDERS & RE Certificate No. 0000000532
PO BOX 959 Issue Date 01/14/2015
NORTH LITTLE ROCK, AR 72115-0000 Expiration 12/31/2015
Account Number 0077900

THIS CERTIFIES THAT METRO BUILDER & RESTORATION SPEC.

has been duly licensed at the CITY CLERK & COLLECTOR'S OFFICE of the City of North Little Rock and is hereby entitled to carry on the following trade or occupation.

Type	Description
231	CONTRACTOR, GEN CLASS 4 MAX PERMIT \$1M

Address: 3500 BAY OAKS DRIVE Fee: 1386.00

--- RECEIPT ---

MARY JO STEWART METRO BUILDERS & RE Certificate No. 0000000532
PO BOX 959 Issue Date 01/14/2015
NORTH LITTLE ROCK, AR 72115-0000 Expiration 12/31/2015
Account Number 0077900
Fee 1386.00
Late Fee .00
Total Fee Paid 1386.00

Type	Description
231	CONTRACTOR, GEN CLASS 4 MAX PERMIT \$1M

NOT TRANSFERABLE
OR REFUNDABLE
MUST BE POSTED ON PREMISES

2015

Diane Whitbey
City Clerk and Treasurer
By  , Deputy



Metro Disaster Specialists

**is hereby considered a
Contractor**

**in good standing
and furthermore, shall be entitled to all the
Rights and Privileges
of membership conferred herein.**

A handwritten signature in black ink, appearing to read "Scott Jones", is written over a horizontal line.

Member ID: 4300

Scott Jones, CR, RIA Membership Committee Chairman

Expires: 1/31/2016

ARKANSAS PROFESSIONAL ENVIRONMENTAL SOLUTIONS, INC

The following person

Don Collie Jr.

Has met and surpassed all the requirements of

OSHA 29 CFR 1926.1101

Two Hour Asbestos Awareness Course

An overview of Asbestos in the Construction Industry

DATE 6/19/2012

Instructor 



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

RICKY GABRIEL

Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

WATER DAMAGE RESTORATION

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

213598
REGISTER NUMBER

1/2016
EXPIRATION DATE

Certificate of Completion



Don Collie

has completed the

DriZone

Applied Structural Drying

Interactive Training Course at the

Center For Advanced Restorative Drying

Burlington, WA

Sponsored by

DRIEAZ
FIRST IN DRYING SOLUTIONS

December 9-11, 2002

Claude Blackburn
Claude Blackburn, President, Dri-Eaz Products





IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

DON D. COLLIE JR.

Is a registrant in good standing with IICRC, and has qualified by service and examination
for Certification in the following areas:

**WATER DAMAGE RESTORATION
APPLIED STRUCTURAL DRYING**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

75023
REGISTER NUMBER

10/2015
EXPIRATION DATE



CERTIFICATE OF COURSE COMPLETION

Upon recommendation of the Faculty,

PAYTON SMITH

Has been granted this Certificate of Pre-Requisite Course Completion
for having successfully completed the study and practice course

RIA's approved CR & WLS pre-requisite 13--hour

Project Management Course

HELD

September 17-18, 2015

**Jon-Don Atlanta
Norcross, Georgia**

In witness thereof, we have affixed our signatures and the seal of approval.

A handwritten signature in black ink, appearing to read "Scott Stamper".

Scott Stamper, CR, RIA President

A handwritten signature in black ink, appearing to read "Pete Consigli".

Pete Consigli, RIA Director of Education



CERTIFICATE OF COURSE COMPLETION

Upon recommendation of the Faculty,

BRIANT STEWART

has been granted this Certificate of Pre-Requisite Course Completion
For having successfully completed the study and practice course

RIA's approved CR & WLS pre-requisite 6.5-hour

Building Science Course

HELD

June 3, 2015

**Interlink Supply Company
Norcross, Georgia**

In witness thereof, we have affixed our signatures and the seal of approval.

A handwritten signature in black ink, appearing to read "Scott Stamper".

Scott Stamper, CR, RIA President

A handwritten signature in black ink, appearing to read "Pete Consigli".

Pete Consigli, RIA Director of Education

NAETI

National Environmental Training Institute

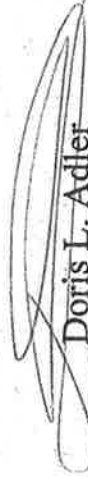
A division of NAETI, National Asbestos and Environmental Training Institute

CERTIFICATE OF ATTENDANCE

This is to certify that

BRITT STEWART

Has attended the American Indoor Air Quality Council's 21-Hour
Certified Microbial Remediation Supervisor (CMRS) Study/Review Class
November 16-18, 2005



Doris L. Adler
President, NAETI

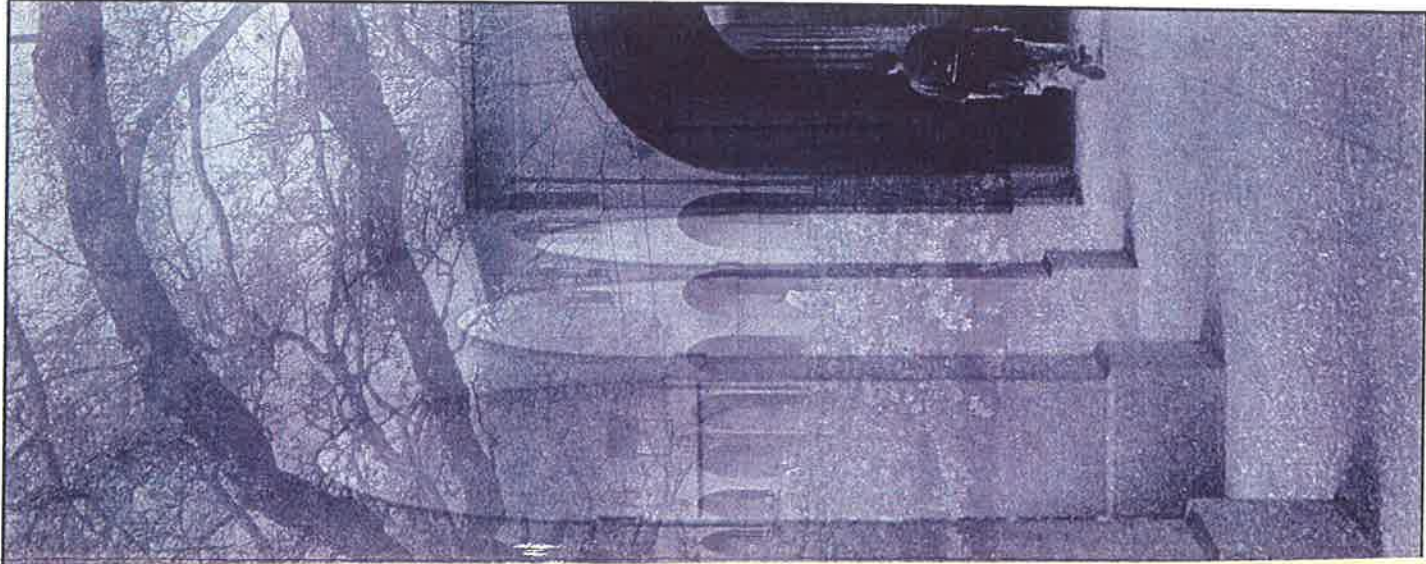
Instructor: Richard M. Lynch, Ph.D., CIH, CMRS • Eric Shapiro, M.A., CIAQC, CMRS

3321 Doris Avenue, Building B, Ocean, NJ 07712

Phone (732) 531-5571

Fax (732) 531-5956

www.naeti.com



The Division of Continuing Education of
LOUISIANA STATE UNIVERSITY

Certifies that

Britt Stewart

has completed in a satisfactory manner

Certified Microbial Remediation Supervisor

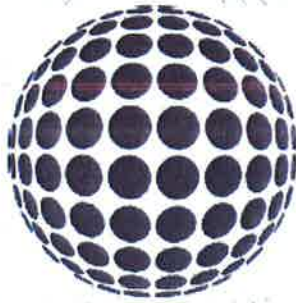
3 Hour Hands-On Remediation

0.3 CEUs

held November 18, 2005

Dynna A. Gairin
Coordinator, Professional Development

Pauline M. Rankin
Dean, Division of Continuing Education



IICRC

Institute of Inspection Cleaning
and Restoration Certification

be it known that:

BOBBY JOHNSON JR.

Is a registrant in good standing with IICRC, and has qualified by service and examination for
Certification in the following areas:

**CARPET CLEANING
APPLIED MICROBIAL REMEDIATION
WATER DAMAGE RESTORATION
FIRE & SMOKE RESTORATION**

and has pledged to perform services in these areas with skill, honesty,
and integrity in order to provide the consumer with the highest degree
of professionalism possible.

20106

REGISTER NUMBER

1/2016

EXPIRATION DATE

CERTIFICATE OF ATTENDANCE AND SUCCESSFUL COMPLETION

RICHARD ELLIOTT

P.O.Box 959 NORTH LITTLE ROCK, AR 72115

CERTIFICATE NUMBER: R-I-8593-10-09453

**RENOVATOR INITIAL— ENGLISH
PER 40 CFR PART 745.225**

COURSE DATE: 06/25/2010
EXAMINATION DATE: 06/25/2010
EXPIRATION DATE: 06/25/2015



Luke Garard
Instructor



PO Box 410295
Kansas City, MO 64111
Phone: 816-960-4675
Fax: 816-960-4860



ARKANSAS PROFESSIONAL ENVIRONMENTAL SOLUTIONS, INC

The following person

Richard Elliot

Has met and surpassed all the requirements of

OSHA 29 CFR 1926.1101

Two Hour Asbestos Awareness Course

An overview of Asbestos in the Construction Industry

DATE 6/19/2012

Instructor Tom Yahr

D/M/WBE Certification

Metro Disaster Specialists does not assert or claims any such certification.

HUB Certification

Metro Disaster Specialists does not assert or claims any such certification. This appears to be a Texas specific form and Metro does not plan to service the Texas area under this contract.

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

If the TIPS member 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?

(Check one)

___ YES or ___ NO

2. If yes, do you agree to comply with the following federal requirements? (Check 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 _____

Name of authorized representative _____

Signature of authorized representative _____

Date _____

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____

Signature of Company Official: _____

Date: _____

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) 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 (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES _____ Initial of Authorized Company Official

Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (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.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS 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.

Does vendor agree they are not debarred as specified above ? YES ____ Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES _____ Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. 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 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES _____ Initial of Authorized Company Official

Company Name _____

Print name of authorized representative _____

Signature of authorized representative _____

Date _____

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.