

# **VENDOR CONTRACT**

**Between** Metro Disaster Specialists **and**  
(Company Name)

## **THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

**For**

**DISASTER RESTORATION AND EMERGENCY RECOVERY SERVICES**

**CONTRACT #1072816**

## **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**

**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.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member 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.

## 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.

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

All pricing submitted to TIPS shall include the participation fee 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 or vendor assigned dealer contracts 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 or vendor assigned dealers are 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](mailto: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/Product Deviation**

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

**Cancellation for non-performance or 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**

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](mailto: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.

### **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.

**Survival Clause**

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

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded 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**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

**Scope of Services**

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

**Project Delivery Order Procedures**

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

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

**Scheduling of Projects**

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

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

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

## 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.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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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:

N/A

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center	Address
Email	Karen.Walton@tips-usa.com		4845 US Highway 271	
Phone	(903) 575-2761		North	Contact
Fax	(866) 929-4402		Pittsburg, TX 75686	
		Contact	Kim Thompson, TIPS Office Manager	Department Building
Bid Number	1072816			
Title	Disaster Restoration and Emergency Recovery Services	Department Building		Floor/Room
Bid Type	RFP			Telephone
Issue Date	5/2/2016 08:00 AM (CT)	Floor/Room		Fax
Close Date	6/10/2016 03:00 PM (CT)	Telephone	+1 (866) 839-8477	Email
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## 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	5/26/2016 03:03 PM (CT)
Total	\$0.00

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

Signature Richard E. 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, including fire, storm, flood, smoke and environmental. 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) Example: 8668398477	5017582845
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5017587692
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	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) Example: 8668398477	5017582845
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5017587692
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	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) Example: 8668398477	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) Example: 8668398477	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 recovery, disaster response, storm damage, tornado damage, fire damage, water damage, reconstruction, disaster preparedness, environmental damage, mold damage, mold mitigation, water damage mitigation, storm cleanup, fire damage cleanup, water damage cleanup, repairs after disasters, crime or trauma scene cleanup, sewer backup mitigation, sewer backup cleanup, flood damage, flood damage cleanup, flood damage mitigation, smoke cleanup, smoke deodorizing, deodorizing, HEPA air scrubbing
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?	1
44	Years Experience	Company years experience in this category?	36
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	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

**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 Metro Disaster Specialists

Name of authorized representative Richard Elliott

Signature of authorized representative 

Date 5-16-16

## 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE 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 RE Initial of Authorized Company Official

Company Name Metro Disaster Specialists

Print name of authorized representative Richard E. Elliott

Signature of authorized representative 

Date 5/16/16

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

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### SUSPENSION OR DEBARMENT CERTIFICATE

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**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.

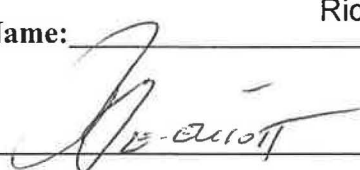
**Vendor Name:** Metro Disaster Specialists

**Vendor Address:** P.O. Box 959, North Little Rock, AR 72115

**Vendor E-mail Address:** relliott@metrodisaster.com

**Vendor Telephone:** 501-758-2845

**Authorized Company Official's Name:** Richard Elliott

**Signature of Company Official:** 

**Date:** 5-16-16

## FELONY CONVICTION NOTICE

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Richard E. Elliott  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

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

Signature of Authorized Company Official: 

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

## 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

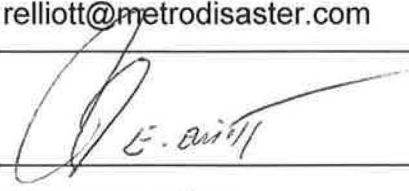
State: Arkansas

Zip: 72115

Telephone Number: (501) 758-2845

Fax Number: (501) 758-7692

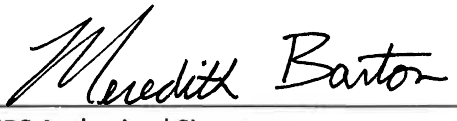
Email Address: relliott@metrodisaster.com

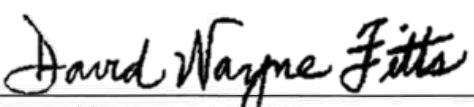
Authorized Signature: 

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.

 7-28-2016  
TIPS Authorized Signature Date

 7-28-2016  
Approved by Region VII ESC Date

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

**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: \_\_\_\_\_



**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](http://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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:psmith@metrodisaster.com)

## What differentiates us 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
- 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](http://www.metrodisaster.com)

*State of Arkansas*  
***Commercial 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 classifications/specialties:

BUILDING  
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit Unlimited

from May 13, 2016 until March 31, 2017

when this Certificate expires.

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



*John D. Goyan*

*Ray [Signature]*

CHAIRMAN

SECRETARY

May 13, 2016 - 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](http://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
<a href="#">Purchase a Certificate of Good Standing for this Entity</a>	<a href="#">Pay Franchise Tax for this corporation</a>

DATE 01/11/2016

City of North Little Rock, Arkansas

Joe A. Smith, Mayor

Business Privilege License

2016

METRO BUILDER & RESTORATION SPEC.

3500 BAY OAKS DR

NORTH LITTLE ROCK, AR 72115

NO. BL2016-00208

Issue Date 01/11/2016

Expiration 12/31/2016

Account No. 00717

THIS CERTIFIES THAT

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

THE FOLLOWING LICENSE(S):

231

CONTRACTOR, GEN CLASS 4 MAX PERMIT \$1M

TOTAL: \$1,422.00

MAILING ADDRESS:

METRO BUILDERS AND RESTORATION SPEC

PO BOX 959

NORTH LITTLE ROCK, AR 72115

2016

NOT TRANSFERABLE

or REFUNDABLE

MUST BE POSTED ON PREMISES  
OR IN VEHICLE

Diane Whitbey

City Clerk and Treasurer

By D. McBlair, Deputy



## **Metro Disaster Specialists**

**is hereby considered a**

**Contractor**

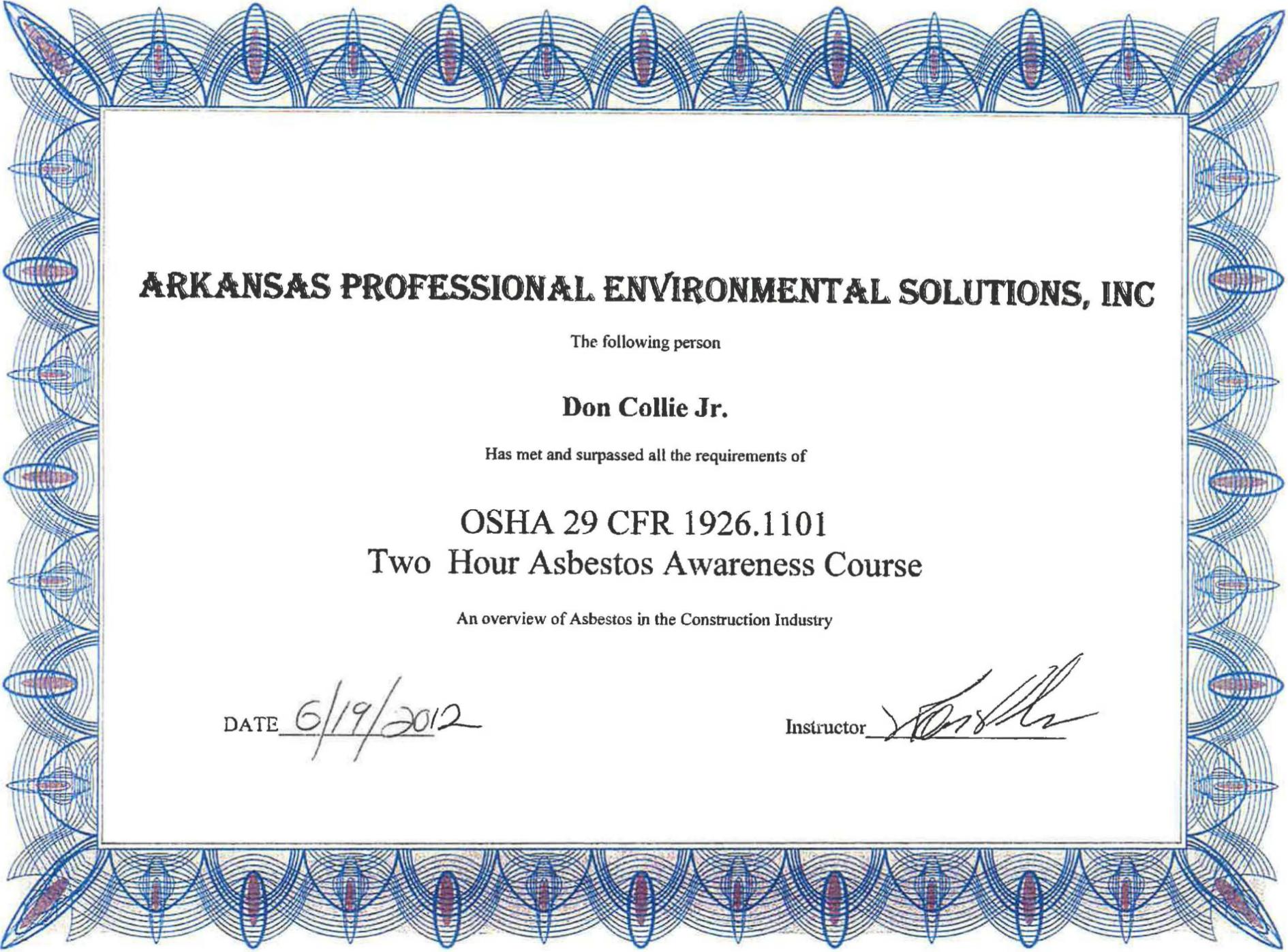
**in good standing  
and furthermore, shall be entitled to all the  
Rights and Privileges  
of membership conferred herein.**

A handwritten signature in blue 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*

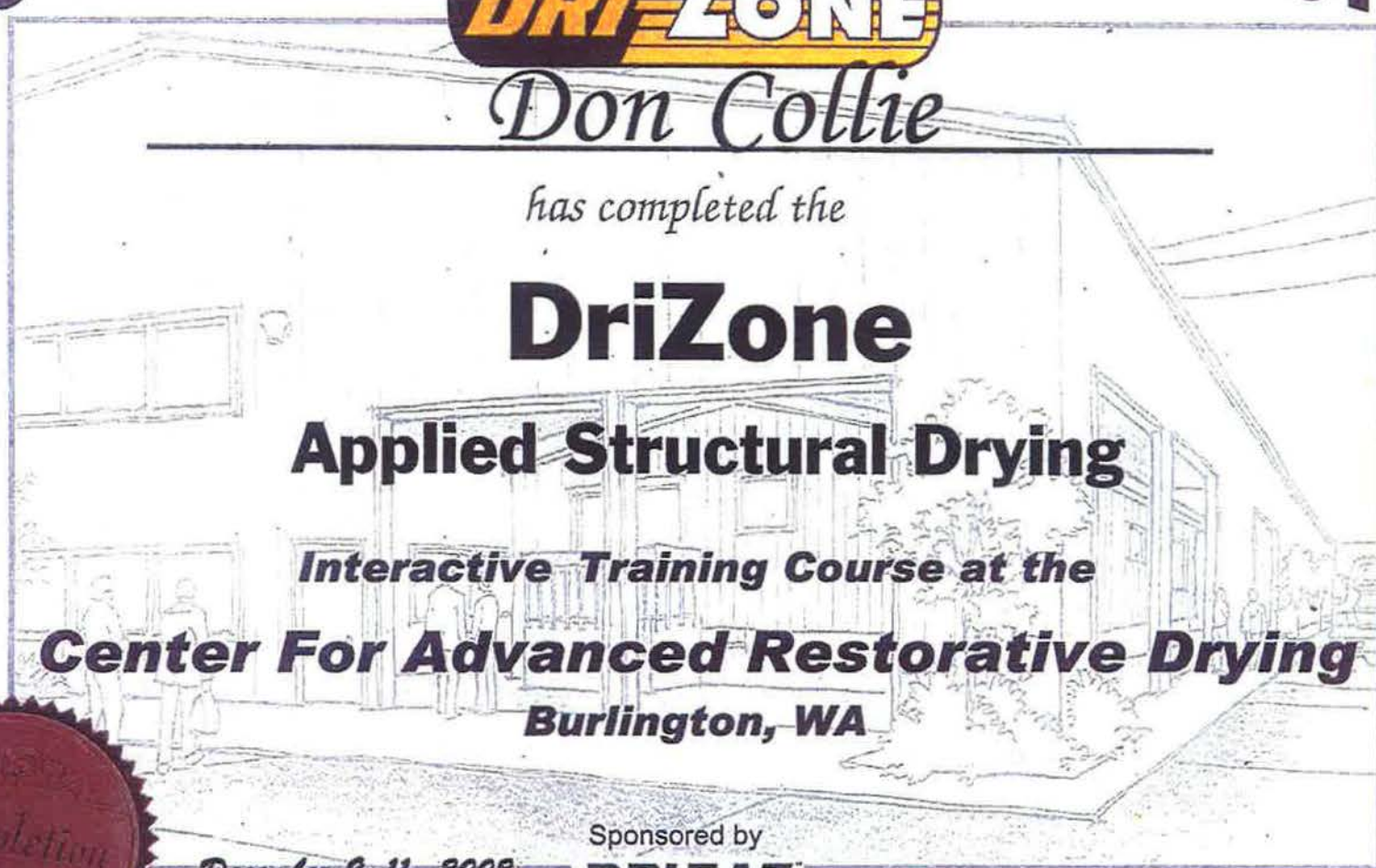
**DriZone**

**Applied Structural Drying**

**Interactive Training Course at the**

**Center For Advanced Restorative Drying**

**Burlington, WA**



*December 9-11, 2002*

Sponsored by

**DRI-EAZ**  
FIRST IN DRYING SOLUTIONS

*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 stylized, handwritten signature in dark ink, appearing to read "Scott Stamper".

*Scott Stamper, CR, RIA President*

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

*Pete Consigli, RIA Director of Education*



# CERTIFICATE OF COURSE COMPLETION

Upon recommendation of the Faculty,

## BRITT 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 dark ink, appearing to read "Scott Stamper", written over a horizontal line.

*Scott Stamper, CR, RIA President*

A handwritten signature in dark ink, appearing to read "Pete Consigli", written over a horizontal line.

*Pete Consigli, RIA Director of Education*



**National Environmental Training Institute**

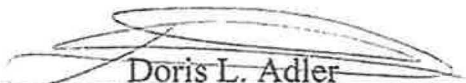
A division of NAETI, National Asbestos and Environmental Training Institute

## **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

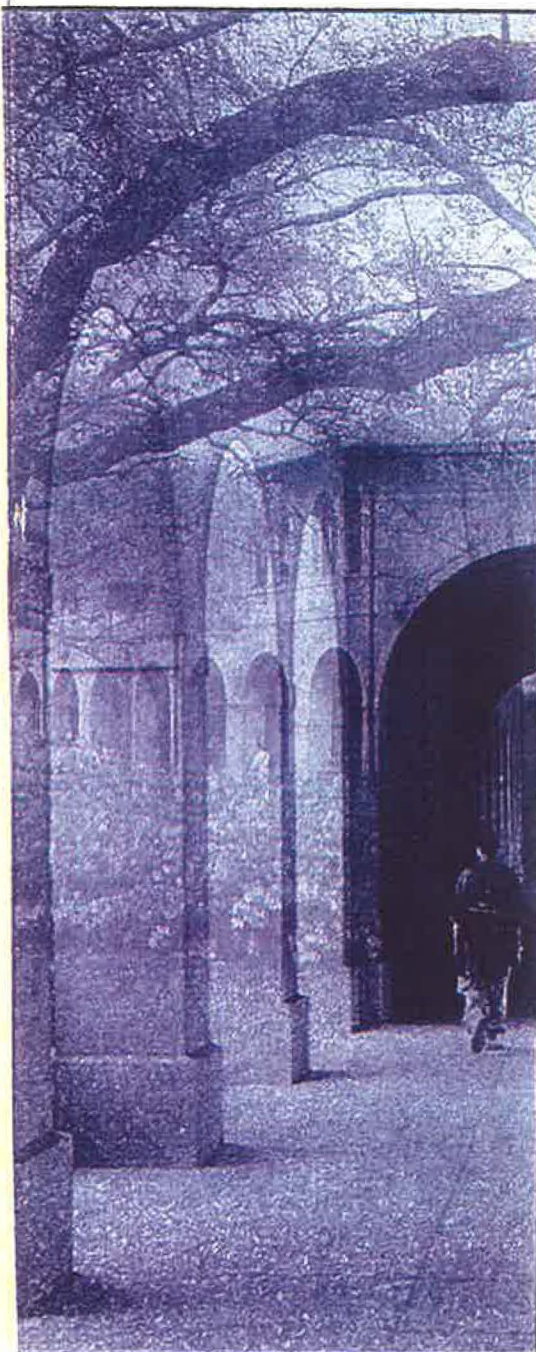
**Instructor: Richard M. Lynch, Ph.D., CIH, CMRS • Eric Shapiro, M.A., CIAQC, CMRS**

3321 Doris Avenue, Building B, Ocean, NJ 07712

Phone (732) 531-5571

Fax (732) 531-5956

[www.naeti.com](http://www.naeti.com)



The Division of Continuing Education of  
**LOUISIANA STATE UNIVERSITY**

*Certifies that*

**Britt Stewart**

*has completed in a satisfactory manner*

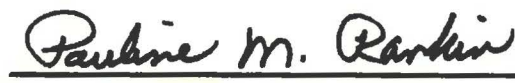
**Certified Microbial Remediation Supervisor**

**3 Hour Hands-On Remediation**

*0.3 CEUs*

*held November 18, 2005*

  
Coordinator, Professional Development

  
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**

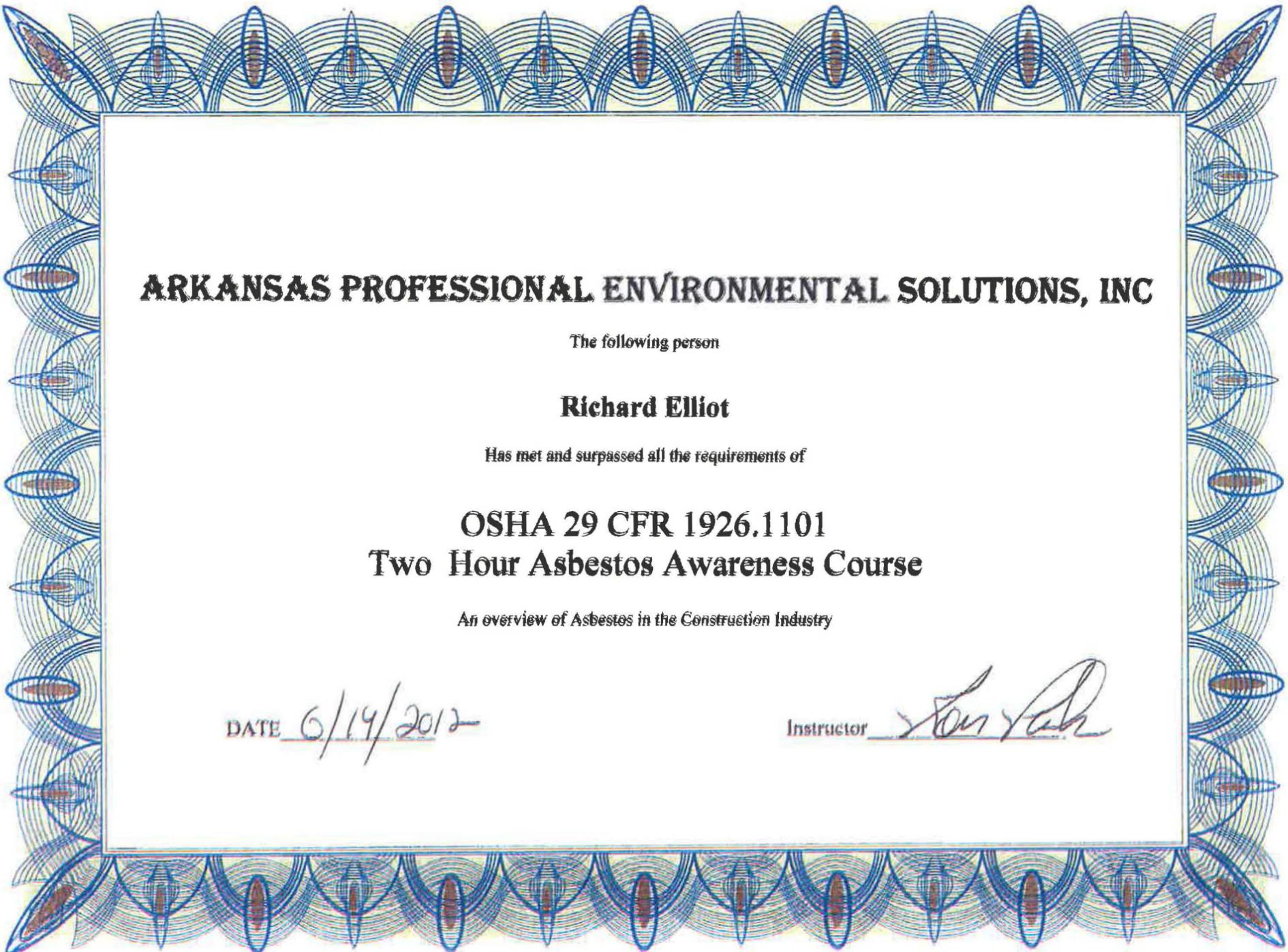
**COURSE DATE: 06/25/2010**  
**EXAMINATION DATE: 06/25/2010**  
**EXPIRATION DATE: 06/25/2015**



  
\_\_\_\_\_  
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

6/14/2012

Instructor





*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](http://www.MetroDisaster.com) • Federal ID # 71-0513780

## About Us

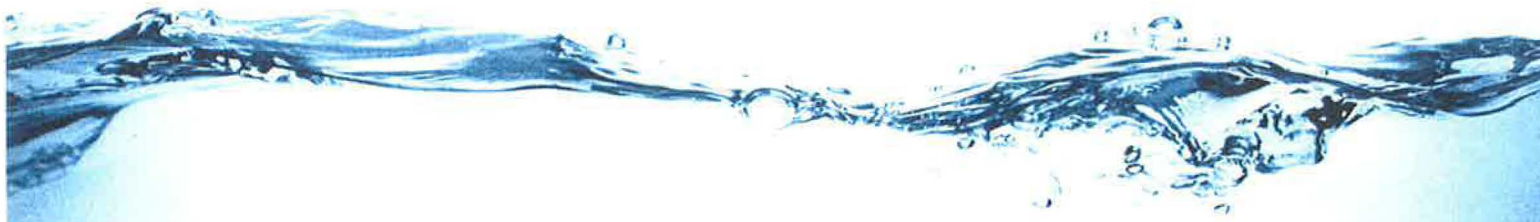
Metro Disaster Specialists is a proven leader in all disaster situations. As pioneers of the full-service restoration industry, Metro has been restoring commercial and residential properties and contents since 1979 and has successfully completed over 16,200 projects. Metro's long history of professional 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
- 5500 Trained Technicians with IICRC
- Certified Mold Remediators
- 5520 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.

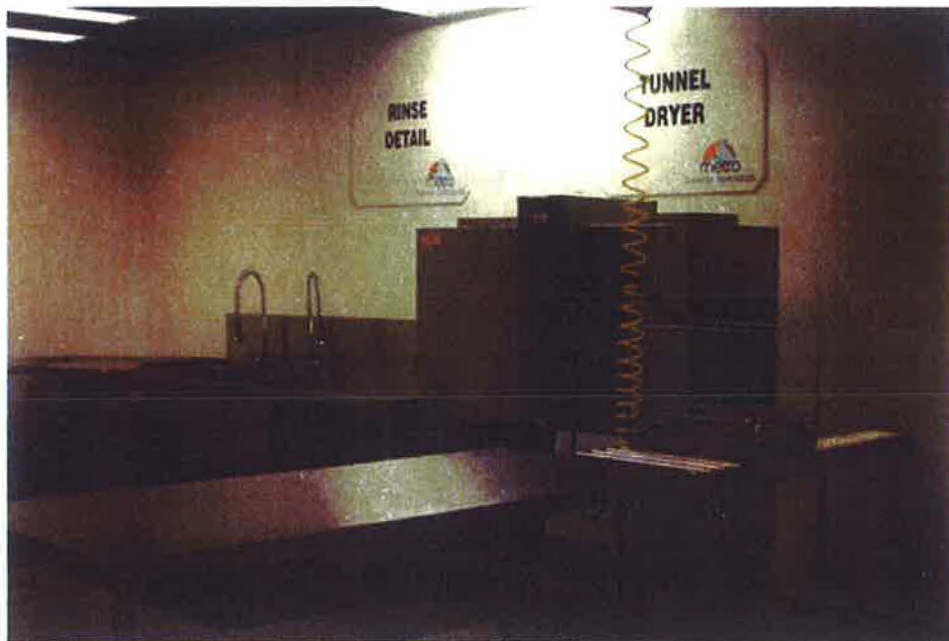


## Hard Contents Restoration

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

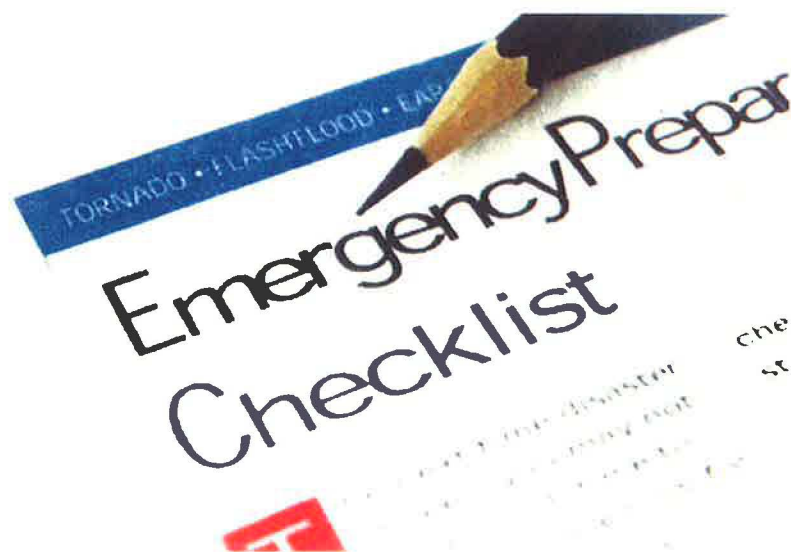
### How to Protect Your Business

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 to 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 to do, when to 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