

Section Three – General Terms and Conditions of Master Agreement

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

1. RECITALS

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

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

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

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

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

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

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

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

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

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
 - b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
 - c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein,

shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

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

e. **Order of Precedence.**

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

2.6. **Confidentiality.**

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

defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

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

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

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

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

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

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

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

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

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

Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

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

a. Addresses for Notices. Written notices for the Winning Supplier will be sent to the mailing address provided the Winning Suppliers proposal.

i. If to **CCOG**:

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

ii. If to **EQUALIS**:

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

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

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

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

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

2.19. Nondiscrimination & Intimidation.

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	Disaster Recovery Services, LLC	
1.1.2. Corporate Street Address:	2229 San Felipe Street, Suite #1200	
1.1.3. Remittance Address:	Houston, TX 77019	
1.1.4. Main Telephone Number:	833.377.4357 (833.DRS.HELP)	
1.1.5. Website:	www.disastersllc.com	
1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	2014	
1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	<input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> Partnership – provide the State of registration and the names of all partners. <input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal. <input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> Other – provide detailed description of corporate structure and ownership.	
	Disaster Recovery Services, LLC is formed as a limited liability corporation in the State of Texas.	
1.1.8. Federal Tax ID# or Social Security #:	46-5648085	
1.1.9. Bidder Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	John M. Albrecht
	Title:	CEO
	Phone:	713.515.1567
	E-Mail Address	jalbrecht@disastersllc.com
1.1.10. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract	Contact Name:	John M. Albrecht
	Title:	CEO
	Phone:	713.515.1567

termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	E-Mail Address	jalbrecht@disastersllc.com
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	<div style="background-color: yellow; padding: 2px;">TRADE SECRET INFORMATION</div> <div style="background-color: black; width: 100%; height: 100%; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%);"> <div style="background-color: white; width: 40px; height: 15px; margin: 2px;"></div> <div style="background-color: white; width: 15px; height: 15px; margin: 2px;"></div> <div style="background-color: white; width: 15px; height: 15px; margin: 2px;"></div> <div style="background-color: white; width: 15px; height: 15px; margin: 2px;"></div> </div> </div>	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	Disaster Recovery Services, LLC, nor its principal owners have ever filed for bankruptcy or insolvency.	
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	Disaster Recovery Services, LLC, has no pending litigation against the firm.	
1.3. Company Qualifications		
1.3.1. Company Description. Provide a description of your company.	<p>Disaster Recovery Services, LLC (DRS), is a national firm led by a core group of qualified professionals who are well versed in the development and implementation of loss recovery strategies and the preparation, management, and tracking of disaster-related claims across virtually all industry sectors. DRS team members are subject matter experts with a broad knowledge of federal grant programs including FEMA PA, BRIC, HUD CDBG, CDBG-DR, MIT, and CV, CARES and ARPA. Our expert team has a proven track record for maximizing and expediting funding throughout the recovery process.</p> <p>DRS was formed to address the need in the market for a turnkey solution for physical and financial recovery after a loss. DRS serves as a single point of contact that coordinates all recovery-related services to help you recover from an adverse event while focusing on your organization's core function - serving your constituents.</p> <p>On a foundation of client advocacy and trust, we have built our reputation for optimizing insurance proceeds in coordination with exceptional program</p>	

	management of disaster grant funding. Our experts specialize in recovering funds in a timely manner to handle reimbursement, reconciliation, and closeout through all federally funded projects.
1.3.2. Limitations. Please describe any capacity or organization limitations that may affect your ability to provide products & services to Members.	<p>With the national DRS team on your side, there are no limitations to capacity or ability to provide your organization with a recovery experience unlike any other. From insurance and FEMA recovery experts, to federal procurement specialists, forensic accountants, estimators, project managers, CARES and ARPA grants managers, HUD CDBG program managers, and Managed Vendor Partners (MVPs), DRS has the experts you need to help you successfully recover from a disaster.</p> <p>The DRS team understands the importance of mobilizing resources in a timely manner when disaster strikes. Our commitment to Equalis Group Members is to have DRS on the ground within 24-48 hours of request or issuance of a purchase order.</p>
1.3.3. Network Relationship. Please describe how your network of partners, including but not limited to, socioeconomically disadvantaged businesses, who assist in delivering the types of services within the scope of this RFP.	<p>DRS' national team of experts, many of whom are former FEMA insurance specialists, contractors and Program Delivery Managers, can help you successfully navigate the insurance, FEMA, HUD, and other federal granting agency processes and requirements.</p> <p>DRS has a broad network of M/WBE partners whose expertise will ensure that the right experience level and skill set is matched to the size and complexity of your project. Our M/WBE partners are an integral part of our team, allowing us to achieve M/WBE spend commitments well above 25%.</p>
1.3.4. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	<p>DRS is a national firm headquartered in Houston, Texas, with offices in Atlanta, Austin, Chicago, Dallas, Galveston, Tallahassee, and Seattle.</p> <p>DRS provides services to public entities within all 50 United States, US Territories, US Tribal Governments, and to eligible US private non-profit organizations.</p>
1.3.6. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i)	DRS' Public Entity Practice Leaders hold the Forensic Certified Professional Accountant (FCPA) certification, a certification held by few professionals

<p>required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>worldwide, with even fewer maintaining this important designation in the disaster recovery space in the United States.</p> <p>DRS has many licensed Certified Public Accountants (CPAs) on our expert team, as well as licensed architects and engineers and Certified Flood Plain Managers (CPMs).</p> <p>With federal procurement and contracting missteps representing the top five reasons federal funds are clawed back, DRS places a high value on providing your organization with expert federal procurement guidance. Our Director of Procurement Specialty spent over 13 years as a Chief Procurement Officer for a large public entity and holds the NIGP-CPP designation. In addition, several team members hold the NIGP Supplier Masters Certificate and NIGP Supplier Essentials Certificate.</p>
1.4. Industry Qualifications	
<p>1.4.1. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>The DRS leadership team averages 25 years of experience each in the loss recovery and disaster preparation services field, having worked FEMA and insurance claims, and COVID-19 recovery projects for hundreds of public government entities and eligible private non-profit organizations.</p> <p>Over 75% of our firm's revenue is represented by our Public Entity Practice clients, while 25% of revenue is represented by private commercial clients.</p>
<p>1.4.2. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>	<p>DRS currently has competitively-awarded contracts under:</p> <p>Harris County Department of Education Choice Partners Cooperative - Contract #19-027MJ Disaster Recovery Consultants; Current Expiration May 14, 2022; One optional 1-year renewal expiring May 14, 2023. (See section 1.4.5 for revenue breakdown.)</p> <p>HGACBuy - Contract #HP-0821 - All Hazards Preparedness, Planning, Consulting, & Recovery Services; Current Expiration July 31, 2023; Two additional 1-year renewals through July 31, 2025. (See section 1.4.5 for revenue breakdown.)</p>
<p>1.4.3. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>TRADE SECRET INFORMATION</p> <p>[REDACTED]</p>

<p>1.4.4. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>TRADE SECRET INFORMATION</p> 
<p>1.4.5. Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p>NOTE: For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	<p>TRADE SECRET INFORMATION</p> 
<p>1.4.6. Customer References. Provide references of at least five (5) local government or educational</p>	<p>Humble Independent School District, Humble, TX</p>

<p>institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<ul style="list-style-type: none"> (a) Laura Ham, Director of Accounting & Financial Reporting; 281.641.8016; laura.ham@humbleisd.net (b) Humble ISD sustained significant Hurricane Harvey damage. We were engaged to provide insurance and FEMA project management claims consulting to help Humble ISD recover \$100M in estimated losses. (c) 2017 to current including Hurricane Harvey, COVID-19, and Winter Storm Uri. (d) Our team has achieved success in helping Humble ISD optimize their recoveries between insurance and FEMA and played a vital role in reopening a 600,000 square foot high school that was in over five feet of water for more than seven days, less than nine months after the loss. Humble ISD was also the first applicant after Harvey to receive Category E funding from FEMA and the first applicant to have a 406 mitigation project approved. <p>Vidor Independent School District, Vidor TX</p> <ul style="list-style-type: none"> (a) David Croak, Assistant Superintendent; 409.951.8704; dcroak@vidorisd.org (b) Vidor ISD sustained significant Hurricane Harvey damage. We were engaged to provide insurance and FEMA claims consulting to help Vidor ISD recover \$40M in estimated losses. (c) 2017 to current (d) Our team has achieved success in helping Vidor ISD optimize their recoveries between insurance and FEMA, including approval for a replacement school using the 50% Rule. Additionally, DRS was instrumental in assisting Vidor ISD to secure and install temporary classrooms for 1,100 students within ten (10) weeks of the loss. <p>Metropolitan Government of Nashville & Davidson County, Nashville, TN</p> <ul style="list-style-type: none"> (a) Talia Lomax-O'dneal, Director of Finance; 615.862.6151; talia.lomaxodneal@nashville.gov (b) The City of Nashville/Davidson County suffered damages after a major 2010 flooding event. We were engaged to oversee the entire insurance and FEMA claim process, which resulted in claims totaling over \$100M in damages, including over 800 project
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worksheets. More than 30 different County departments were involved, and we led and coordinated the disaster recovery and claim financial tracking efforts.

(c) 2010 to current

(d) Services entailed daily oversight and assistance to the finance team and other critical department members which included town hall meetings to train departments, physical inspections and claim estimation, invoice tracking/accounting, scope evaluation/criteria, eligibility reviews with FEMA, grant management, advance funding requests with State, appeal and hazard mitigation packages, improved and alternate projects, and closeout procedures and checklists. DRS is currently assisting Metro Nashville with insurance and FEMA claims recover related to 2019 Tornadoes, and 2020 COVID-19 and Derecho.

New Jersey Transit Authority, Maplewood, NJ

(a) **Nancy E. Medwid, Esq., Director, Risk Management & Insurance;** 973.491.7167; nmedwid@njtransit.com

(b) We were engaged to assist New Jersey Transit after Hurricane Irene (2011 flood) and Superstorm Sandy (2012 storm surge) in the preparation of its insurance, FEMA, and FTA claim packages with total losses ranging in excess of \$800M.

(c) 2010 to present

(d) Flood water devastated this agency's infrastructure including, but not limited to, its bus department, rail rolling stock, track systems, rail and light rail stations, terminal facilities, repair facilities, roads, culverts, substations, overhead and underground power and distribution lines, etc. Unlike most of our experience, this project was unique due to the FTA's participation in providing resiliency funding for a program to harden damaged infrastructure above and beyond what insurance and/or FEMA would cover.

University of California Office of the President, Oakland, CA

(a) **Carrie Frandsen, Director Systemwide Enterprise Risk Management;** 510.599.9846; carrie.frandsen@ucop.edu

	<p>(b) DRS was engaged to assist ten of the twelve University of California campuses and the University of California Office of the President to assist with overall COVID-19 funding recovery including FEMA and HEERF.</p> <p>(c) 2020 to current</p> <p>(d) DRS is currently supporting the University of California system in ongoing COVID-19 recovery funding in support of projects such as non-congregant sheltering, onsite COVID-19 testing facilities, and financial assistance to students.</p> <p>University of Houston, Houston, TX</p> <p>(a) Karin Livingston, Associate Vice Chancellor/Associate Vice President for Finance; 713.743.4415; klivingston@uh.edu</p> <p>(b) DRS provided insurance and FEMA consulting services after the 2001 Tropical Storm Allison event. We helped the University reach a favorable insurance settlement in a timely manner and then assisted in the tedious FEMA claims process for a \$100M total claim.</p> <p>(c) 2001 to current</p> <p>(d) DRS was re-hired in 2008 to perform insurance and FEMA consulting services after Hurricane Ike caused \$25M in total damages, as well as again for their Hurricane Harvey claim and a recent College of Pharmacy flood loss.</p> <p>Sedgwick County, Wichita, KS</p> <p>(a) Lindsay Poe Rousseau, Chief Financial Officer; 316.660.7591; Lindsay.PoeRousseau@sedgwick.gov</p> <p>(b) DRS is currently engaged by the County in COVID-19 recovery and grants management.</p> <p>(c) 2020 to current</p> <p>(d) The project scope includes formulation of a comprehensive COVID-19 federal grants management strategy. DRS successfully implemented and monitored a program to distribute thousands of grants to local small businesses. We are currently assisting with ARPA grant management including program design and implementation of a premium pay program for County staff related to COVID-19 impacts and administration of a Shuttered Venue Operators Grant.</p>
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2. Products & Services

2.1. PRODUCTS & SERVICES

<p>2.1.1. <i>Product & Services Description(s).</i> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>DRS provides turnkey disaster recovery consulting services including:</p> <ul style="list-style-type: none"> • Disaster Planning and Preparedness (<i>See our P4D (Planning 4 Disaster) brochure under TAB 10 of the attached full proposal.</i>) • Commercial Insurance Claims Preparation and Management (<i>See our Commercial Claims brochure under TAB 10 of the attached full proposal.</i>) • FEMA Public Assistance Claims Management, including Section 404 and 406 Mitigation, and BRIC (<i>See our FEMA Claims brochure under TAB 10 of the attached full proposal.</i>) • HUD CDBG, CDBG-CV, - DR, - MIT, and Entitlement Grants Management (<i>See our CDBG Grants Management brochure under TAB 3 of the attached full proposal.</i>) • ARPA Grants Management (<i>See our ARPA Grants Management brochure under TAB 10 of the attached full proposal.</i>) • Federal Procurement and Contracting Consulting (<i>See our FEMA Procurement Preparedness brochure under TAB 10 of the attached full proposal.</i>) • Managed Vendor Partner (MVP) Program (<i>See our MVP Program brochure under TAB 10 of the attached full proposal.</i>)
<p>2.1.2. <i>Open Market Products.</i> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>DRS provides consulting services based on time and expense. Should there be a request for services outside of our standard offering, the same rates would apply.</p>
<p>2.1.3. <i>Differentiators.</i> Describe what differentiates your company's products and services from your competitors.</p>	<p>Your DRS team has mastered the interplay between insurance, FEMA, and other federal funding sources. We offer a service unmatched by any consulting firm in the country. Yes, there are firms that can manage insurance claims. Yes, there are firms that can manage FEMA claims. DRS, however, is the only firm that can manage insurance, FEMA, and other federal sources of funding, which offers you the best advantage when optimizing your recovery while managing consulting fees following a catastrophic event.</p> <p>DRS understands the vulnerability clients face when trying to navigate through federal procurement and</p>

	<p>contracting rules. Our commitment to support in this area is exemplified by the fact that we have established a Federal Procurement Specialty led by former public procurement officers who understand what it takes to align your procurement operations with the federal requirements. With the top five reasons for federal grant funding de-obligation being related to procurement and contracting missteps, the DRS Directors of Procurement will assist you in preparing for and protecting against these costly mistakes.</p> <p>HUD Community Development Block Grant funding can be an important factor in recovery and in building long lasting and equitable resilience to future disasters. DRS has established our HUD CDBG Specialty to provide you with unparalleled expertise that coordinates with all other DRS disaster response and recovery services to ensure your entity is not leaving valuable federal funding on the table.</p> <p>Our Integrated Funding Specialty has proven expertise in guiding entities through all of the more recent federal funding streams related to COVID-19 recovery including CARES, ARPA, and IIJA (Infrastructure Investment and Jobs Act).</p> <p>DRS offers immediate access to a comprehensive suite of disaster recovery suppliers through our Managed Vendor Partners (MVP) program. Providing a wide range of recovery services, our MVPs are best-in-class, offer competitive pre-event pricing, and have committed to DRS to respond to any size need at a moment's notice. Our firm's firsthand knowledge of the critical need for pre-positioned contracts has allowed DRS to be instrumental in providing clients with access to key resources in catastrophic situations when those industry resources can be stretched thin and possibly inaccessible to many organizations who need them after disaster events.</p> <p>DRS has all the expert resources you need to successfully recover and build back stronger from a disaster.</p>
<p>2.1.4. <i>Personnel Qualifications.</i> Describe the qualifications associated with each level of personnel available to Members through your proposal. Your response may include, but is not limited to, training & certification requirements and years of experience.</p>	<p>Please see DRS team bios under TAB 4 of attached full proposal.</p>

TRADE SECRET INFORMATION

2.2.1. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will

DRS' Managed Vendor Partners (MVP) Program is a significant value add to our clients. DRS offers immediate access to a comprehensive suite of disaster recovery suppliers through our Managed Vendor Partners (MVP) program. Providing a wide range of

<p>enhance and add value to this contract's participating agencies.</p>	<p>recovery services, our MVP partners are best-in-class, offer competitive pre-event pricing, and have committed to DRS to respond to any size need at a moment's notice. Our firm's firsthand knowledge of the critical need for pre-positioned contracts has allowed DRS to be instrumental in providing clients with access to key resources in catastrophic situations when those industry resources can be stretched thin and possibly inaccessible to many organizations who need then after disaster events. (<i>See our MVP Brochure under TAB 10 of the attached full proposal.</i>)</p> <p>FEMA Procurement Preparedness Reviews Procurement and contracting missteps represent one of the most significant exposures for applicants when it comes to federal grant reimbursement. FEMA's additional requirements on top of 2 CFR 200 procurement compliance are often the most stringent when it comes to federal grant compliance. DRS can help your organization optimize disaster recovery funding by conducting a FEMA Procurement Preparedness Review. DRS reviews your organization's current procurement and contracting policies and procedures, measuring them against FEMA's Public Assistance Grant requirements. DRS then provides strategic guidance for better alignment for federal compatibility. DRS applies a phased approach to customize this service for your organization's needs. (See our <i>FEMA Procurement Preparedness Reviews brochure under TAB 10 of the attached full response.</i>)</p> <p>P4D - Planning for Disaster - A 4-Dimensional Approach to Disaster Recovery Planning Being prepared can make a significant difference in a successful and timely recovery in the event a disaster strikes. From ensuring adequate insurance coverage to having a disaster contingency plan and team in place, DRS can help. Our unique 4-dimensional approach to disaster preparedness, P4D, allows us to review, identify, implement, and monitor your disaster recovery plan, ensuring that you have the right systems in place to help you recover from a disaster. (See our <i>P4D brochure under TAB 10 of the attached full response.</i>)</p>
<p>2.3. Customer Service</p>	
<p>2.3.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service</p>	<p>DRS believes our clients should have a dedicated primary source of contact for all things related to the DRS engagement. Your assigned Project Lead is committed to same day initial response for all questions and concerns related to your recovery project. DRS is also available 24/7 via our dedicated</p>

centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	emergency hotline – 1.833.DRS.HELP (377.4357). All Project Lead staff are fulltime DRS employees.
2.3.2. <i>Complaint Resolution.</i> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.	Because of DRS' hands-on approach to all things related to your recovery process, we find that complaints rarely occur or need to be escalated beyond voicing the complaint to the assigned Project Lead. In the rare occasion that a concern cannot be addressed by the Project Lead, DRS' CEO, COO, and Public Entity Practice Leaders are immediately engaged to reach out to you to discuss the concern and achieve acceptable resolution. Your peace of mind throughout the recovery process is DRS' ultimate goal. We are dedicated to providing you a recovery experience unlike any other.
2.4. Customer Set Up; Order & Invoice Processing; Payment	
2.4.1. <i>Authorized Partners, Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of partners, consultants, distributors, agents, dealers, or resellers. NOTE: Bidders intending to authorize partners, consultants, distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.	DRS will serve as the single point of contact related to any resulting contract awarded through this RFP.
2.4.2. <i>Customer Set Up.</i> Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?	Equalis Group Members interested in engaging the services of DRS can simply reach out to: Dr. Kim Abrego, Chief Operating Officer kabrego@disastersllc.com 832.499.6597 or Cory Brandt, Director of Business Development cbrandt@disastersllc.com 949.244.1338

<p>2.4.3. Order Process. Describe your company's proposal development and order submission process.</p>	<p>All requests for engaging DRS services should be directed to: Dr. Kim Abrego, Chief Operating Officer kabrego@disastersllc.com 832.499.6597 or Cory Brandt, Director of Business Development cbrandt@disastersllc.com 949.244.1338</p>
<p>2.4.4. Invoice Process. Describe your company's invoicing process.</p>	<p>DRS will submit a pro forma invoice on a monthly basis. Invoice detail will be provided in a manner that meets federal reimbursement/grant compliance and will include date worked, time worked, DRS staff member completing the work, incremental hourly rate charged, description of the work task, and assigned project.</p> <p>DRS will also bill monthly for our expenses. As is our standard practice, expenses are comprised of direct expenses, which include reasonable and customary expenses that can easily be traced to the specific engagement such as travel, hotel, meals, and similar charges. When these costs originate with outside vendors, they will be passed on at their cost to DRS.</p>
<p>2.4.5. Payment. What are your standard payment terms? What methods of payment do your company accept?</p>	<p>Payment terms are net 30. Payment methods accepted are check or EFT.</p>
<p>2.4.6. Financing. Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>DRS does not offer financing options or programs.</p>
<p>2.5. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>2.5.1. Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>As a consulting firm within the disaster recovery and mitigation space, DRS has always been committed to the issue of sustainability. In addition to helping local governments access funding to assist with their own sustainability initiatives, DRS is committed to supporting the facets of sustainability as follows:</p> <p><u>Environmental Sustainability:</u> Our employees office from their respective locations (client sites, MVP sites, etc.) to limit our real estate carbon footprint. Only necessary meetings are held in person, while all other meetings are held via Zoom, to minimize our travel carbon footprint.</p> <p><u>Economic / Social Sustainability:</u> DRS subcontracts with m/WBEs to infuse dollars into local</p>

	communities. We also have internship programs with Texas Southern University and Sam Houston State University in support of education.
3. <u>PRICING</u>	
3.1. Cost Proposal	
3.1.1. <i>Pricing Model.</i> Provide a description of how your pricing model or methodology works. Describe how the proposed pricing model is able to be audited by public sector agencies to ensure they are receiving contract pricing.	<p>DRS services are charged based a professional hourly rate by level/specialty of DRS associate assigned to project tasks.</p> <p>Reasonable and customary direct expenses (if incurred) such as travel, meals, and similar charges, are billed at cost to the client on a monthly basis.</p> <p>Monthly invoices include the proforma detail, enabling public sector agencies to ensure they are receiving contract pricing.</p>
3.1.2. <i>Price Change Process.</i> Provide a description of your process for price changes.	Hourly rates proposed will remain in effect for the duration of the contract award under this RFP.
3.1.3. <i>Cost Proposal Value.</i> Which of the following statements best describes the pricing offered included in Bidder's cost proposal?	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	Click or tap here to enter text.
3.1.4. <i>Additional Savings.</i> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	DRS's Cost Proposal incorporates Equalis' national buying power. The rates as provided include a 30% discount on our standard rate structure.
3.1.5. <i>Expense Reimbursement.</i> Describe your organization's approach to receive cost or expense reimbursement. How is travel, hotel, car rental, and any other expense relates to the types of services included in the scope of this RFP?	DRS will bill monthly for our expenses. As is our standard practice, expenses are comprised of direct expenses, which include reasonable and customary expenses that can easily be traced to the specific engagement such as travel, hotel, meals, and similar charges. When these costs originate with outside vendors, they will be passed on at their cost to DRS.
3.1.6. <i>Total Cost of Acquisition.</i> Identify any cost associated with the total cost of acquisition that are <i>NOT</i> included in the pricing submitted with your	No additional expenses outside of billable hourly rates and direct project expenses as described in 3.1.5 will be incurred.

<p>response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	
<h4>4. <u>GO-TO-MARKET STRATEGY</u></h4>	
<h5>4.1. Bidder Organizational Structure & Staffing of Relationship</h5>	
<p>4.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Executive Contact: Dr. Kim Abrego, Chief Operating Officer kabrego@disastersllc.com 832.499.6597</p> <p>Contract Manager: Cory Brandt, Director of Business Development cbrandt@disastersllc.com 949.244.1338</p> <p>Sales Leader: Cory Brandt (<i>primary contact</i>)</p> <p>Reporting Contact: Keagan Kogut, Controller kkogut@disastersllc.com</p> <p>Marketing Contact: Shelley Vineyard, Director of Procurement Specialty svineyard@disastersllc.com 832.603.2251</p>
<p>4.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<ul style="list-style-type: none"> - Description: DRS is a cohesive unit of professionals working to drive growth through business relationships, educational opportunities, targeted business development initiatives, and marketing efforts. Each DRS team member plays an integral role in marketing and servicing our areas of expertise while providing a holistic approach to disaster preparedness and recovery. - Key Staff Members: <i>Kim Abrego (COO), John Albrecht (CEO), Cory Brandt (Director of Business Development), Jason Trahan (Commercial Claims Practice Lead), Jeb McPherson and Deb Gallagher (Public Entity Practice Leads), Shelley Vineyard (Director of</i>

	<p>Procurement Specialty), <i>Kimberly Adams</i> (Director of CDBG Specialty), <i>Brad Boullion</i> (Director of Grant Construction Project Management Specialty), <i>Rob Hogan</i> (Director of Integrated Funding Specialty)</p> <ul style="list-style-type: none"> - Size: DRS Sales Organization is led by Cory Brandt (Director of Business Development), with over 20 Directors and Project Managers contributing to our sales initiatives. - In-house vs. Third-party Sales Resources: Sales are all in-house. - Geographic Territories: National with a focus on disaster-prone regions. Sales team is structured by vertical market. - Vertical Market Segmentation: FEMA Public Assistance Commercial Insurance Procurement Community Development Block Grant Integrated Grant Funding (CARES/ARPA/IIJA, etc.) Re-Construction Project Coordination Managed Vendor Partner Program
4.2. Contract Implementation Strategy & Expectations	
4.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?	<p>DRS has the following expectations:</p> <ul style="list-style-type: none"> • Provide DRS with a primary point of contact at Equalis • Provide DRS prospects with requested information related to the contract solicitation • Provide DRS with opportunities to educate and market to the Equalis membership • Provide DRS with opportunities to educate other Equalis-awarded suppliers on FEMA requirements
4.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	See Tab 9 for <i>Marketing Plan</i> in attached full proposal.
4.2.3. <i>Sales Team Incentives.</i> Will your sales team be equally incentivized to	Yes.

leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	
4.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	<p>Contract Spend</p> <p>Year 1 - \$2M</p> <p>Year 2 - \$3M</p> <p>Year 3 - \$4M</p> <p>Year 4 - \$5M</p> <p>Year 5 - \$6M</p> <p>Part of DRS' sales objectives are to cross-sell into other disaster-related contract categories which would increase overall Equalis contract volume initiated by DRS. Those amounts are above what is projected here.</p>
5. ADMIN FEE & REPORTING	
5.1. Bidder Organizational Structure & Staffing of Relationship	
5.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A - Sample Administration Agreement.</u>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee</p> <p><input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p>
	N/A
5.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	DRS will meet the outlined monthly reporting requirement.
5.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and	DRS has a stringent internal monthly audit process whereby project managers and direct supervisors review and approve all pro forma invoices before presentation to DRS clients. The DRS associate closest to the actual work on the project drives this review. Since our pricing structure is based on professional hourly rates, there is little room for error on hourly rates charged as each DRS staff member records and

Winning Supplier remit the proper admin fee to Equalis.	submits individual project time sheets no later than 24 hours after the month-end cutoff. Subcontractors are required to submit time sheets on a weekly basis in order to quickly take any required corrective action.
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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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

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

Disaster Recovery Services, LLC (DRS), has many licensed Certified Public Accountants (CPAs) on our expert team, as well as licensed architects and engineers and Certified Flood Plain Managers (CPMs).

Licenses specific to the the awarded project for the Equalis Group member (Member) under this RFP will be submitted upon request by the Member.

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

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

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

- ☐ Yes
- ☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

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

Provide statement here. None

2. *Mandatory Disclosure of Governmental Investigations.*

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

Provide statement here. None

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

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

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

☐

Yes

☒

No

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

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

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

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

AND

I, John M. Albrecht, hereby certify and affirm that Disaster Recovery Services, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

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

AND

I, John M. Albrecht, hereby certify and affirm that Disaster Recovery Services, LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND


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

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

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

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

Authorized
signature:



Printed Name:

John M. Albrecht

Company Name:

Disaster Recovery Services, LLC.

Mailing Address:

2229 San Felipe Street Suite # 1200
Houston, Texas 77019

Email Address:

jalbrecht@disastersllc.com

Job Title:

CEO

PROPOSAL FORM 10: DEBARMENT NOTICE

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

Respondents Name:

John M. Albrecht

Mailing Address:

2229 San Felipe Street Suite #1200
Houston, Texas 77019

Signature



Title of Signatory:

CEO

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

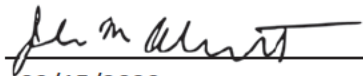
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature

:



Date:

02/15/2022

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

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

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

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

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

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

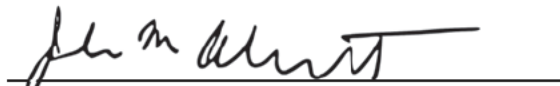
2. *Fingerprint & Criminal Background Checks*

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

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

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

Signature:



Date:

07/15/2022

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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

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

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

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

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

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

Does Bidder agree? JMA

(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

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

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

Does Bidder agree? JMA

(Initials of Authorized Representative)

4. *Davis-Bacon Act*

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

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

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? JMA

(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? JMA
(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

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

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

8. *Debarment and Suspension*

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management

(SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? JMA
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? JMA
(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? JMA
(Initials of Authorized Representative)

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

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

13. Domestic preferences for procurements

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

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

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

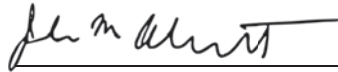
15. *Applicability to Subcontractors*

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

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

Authorized
signature:



Printed Name: John M. Albrecht
Company Name: Disaster Recovery Services, LLC.
Mailing Address: 2229 San Felipe Street Suite #1200 Houston, Texas 77019
Job Title: CEO

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and State Requirements

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

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

AZ compliance with workforce requirements

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

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

AZ Contractor Employee Work Eligibility

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

AZ Non-Compliance

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

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

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

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

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

Does Bidder agree? JMA
(Initials of Authorized Representative)

Date: 02/15/2022

PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Disaster Recovery Services, LLC
Street: 2229 San Felipe Street Suite # 1200
City, State, Zip Code: Houston, Texas 77019

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, John M. Albrecht, a partner in Disaster Recovery Services, LLC, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
John M. Albrecht	500 Seawall Blvd., Unit 1402 Galveston, TX 77550	51%
Wall Galtney	2229 San Felipe Street Suite # 1200 Houston, Texas 77019	49%

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

Signature

:



Date:

02/15/2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Disaster Recovery Services, LLC.

Street Address: 2229 San Felipe Street Suite # 1200

City, State Zip: Houston, Texas 77019

State of Texas

County of Harris

I, John M. Albrecht of the City of Houston in the County of Harris, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO of the firm of Disaster Recovery Services, LLC the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by


**Authorized
signature:**


CEO

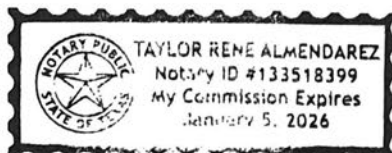
Job Title:

Subscribed and sworn before me

this 15th day of March, 2022


Notary Public of Texas
My commission expires 01/05, 2026

SEAL



PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Disaster Recovery Services, LLC
Street Address: 2229 San Felipe Street Suite # 1200
City, State, Zip Code: Houston, Texas 77019

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

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

Authorized Signature



Title of Signatory:

CEO

Date:

March 1, 2022

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry,

marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

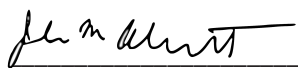
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows

are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Disaster Recovery Services, LLC		
Address:	2229 San Felipe Street Suite # 1200		
City:	Houston	State: Texas	Zip: 77019

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



John M. Albrecht

CEO

Signature of Vendor

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page | 39

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

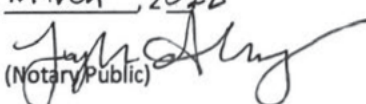
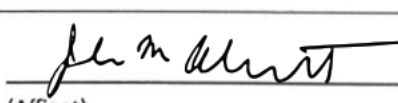
☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☒ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

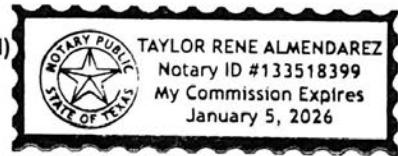
Stockholders:

Name: Will Galtney Home Address: 2229 San Felipe St. Suite #1200 Houston, Texas 77019	Name: John M. Albrecht Home Address: 500 Seawall Blvd. Unit 1402 Galveston, TX 77550	
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address	
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address	
Subscribed and sworn before me this <u>15th</u> day of <u>March</u> , 20 <u>22</u>  (Notary Public)		 (Affiant) John M. Albrecht, CEO (Print name & title of affiant)

My Commission expires:

1/5/2026

(Corporate Seal)



PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Administration Agreement included in Section Three of this solicitation is for reference only.

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

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

- ☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Administration Agreement**.
- ☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and CCOG has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

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

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

Company Name	Disaster Recovery Services, LLC
Address	2229 San Felipe Street Suite # 1200
City/State/Zip	Houston, Texas 77019
Phone Number	713-515-1567
Email Address	jalbrecht@disastersllc.com
Printed Name	John M. Albrecht
Job Title	CEO
Authorized Signature	

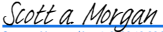
Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2022
Contract Expiration Date:	April 30, 2026
Contract Number:	COG-2125A

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


THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By:	 <small>Scott A. Morgan (Apr 4, 2022 12:32 EDT)</small>
Name:	Scott A. Morgan
As:	CCOG Board President
Date:	Apr 4, 2022

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	
Name:	Eric Merkle
As:	SVP, Procurement & Operations
Date:	Apr 4, 2022









Agreement - Disaster Recovery Services and CCOG (Master) - Redacted

Final Audit Report

2022-04-04

Created:	2022-04-04
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_RcEEv2zRISa1mInONnal4diQD8r2Gep

"Agreement - Disaster Recovery Services and CCOG (Master) - Redacted" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2022-04-04 - 3:25:54 PM GMT- IP address: 23.126.70.39
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2022-04-04 - 3:29:43 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
2022-04-04 - 3:30:01 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
Signature Date: 2022-04-04 - 3:30:10 PM GMT - Time Source: server- IP address: 216.201.207.58
-  Document emailed to Scott a. Morgan (smorgan@cuyahogalibrary.org) for signature
2022-04-04 - 3:30:13 PM GMT
-  Email viewed by Scott a. Morgan (smorgan@cuyahogalibrary.org)
2022-04-04 - 4:32:33 PM GMT- IP address: 66.213.22.193
-  Document e-signed by Scott a. Morgan (smorgan@cuyahogalibrary.org)
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2022-04-04 - 4:32:55 PM GMT