

March 3, 2022



Response to
CCOG On Behalf of
Equalis Group
RFP# COG-2125 Claims Recovery and
Grant Administration
Services

Due: Thursday, March 3, 2022 at 3 p.m. EST

Cooperative Council of Governments On Behalf of Equalis Group 6001 Cochran Road, Suite 333 Cleveland, OH 44139







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TAB 1 Proposal Form 1: Technical Proposal

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. Overview & Qualifications			
1.1. Co	1.1. Company Information		
1.1.1.	Company Name:	Disaster Recovery Se	ervices, LLC
1.1.2.	Corporate Street Address:	2229 San Felipe Stre	et, Suite #1200
1.1.3.	Remittance Address:	Houston, TX 77019	
1.1.4.	Main Telephone Number:	833.377.4357 (833.I	ORS.HELP)
1.1.5.	Website:	www.disastersllc.com	m
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.	the company ownersh  Partnership – provide structure and ownership and the name and title of all the companies of all the companies and titles of all other – provide structure and owners	pride the State of registration and the provide the State of registration are of the principal.  vide the State of registration and the principals.  detailed description of corporate
			in the State of Texas.
1.1.8.	Federal Tax ID# or Social Security #:	46-5648085	
information about representative/contact authorized to answ		Contact Name:	John M. Albrecht
	•	Title:	CEO
	regarding the proposal submitted by	Phone: E-Mail	713.515.1567
	your company:	Address	jalbrecht@disastersllc.com
<b>1.1.10.</b> <i>Authorized Representative</i> . Print or type the name of the Bidder representative authorized to address	Contact Name:	John M. Albrecht	
	contractual issues, including the authority to execute a contract on	Title:	CEO
	behalf of Bidder, and to whom legal notices regarding contract	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
	inancial Strength & Legal onsiderations		
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 refence letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	TRADE SECRET INFO	ORMATION
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.		Services, LLC, nor its principal ed for bankruptcy or insolvency.
1.2.3.	<b>Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	Disaster Recovery litigation against the	Services, LLC, has no pending firm.
1.3. C	ompany Qualifications		
1.3.1.	Company Description. Provide a description of your company.	firm led by a core groare well versed implementation of l preparation, managerelated claims across DRS team members broad knowledge of FEMA PA, BRIC, HULL CARES and ARPA. Ou	loss recovery strategies and the ement, and tracking of disasterss virtually all industry sectors are subject matter experts with a federal grant programs including D CDBG, CDBG-DR, MIT, and CV, ir expert team has a proven trackizing and expediting funding
		a turnkey solution for after a loss. DRS serve coordinates all recover recover from an adversarization's corresponding to the constituents.	Ç ,
			lient advocacy and trust, we have

built our reputation for optimizing insurance proceeds in coordination with exceptional program

		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.	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.  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
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.	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.  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%.
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.	∑ Yes □ 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.	DRS is a national firm headquartered in Houston, Texas, with offices in Atlanta, Austin, Chicago, Dallas, Galveston, Tallahassee, and Seattle.  DRS provides services to public entities within all 50 United States, US Territories, US Tribal Governments, and to eligible US private non-profit organizations.
1.3.6.	<i>Certifications and Licenses.</i> 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

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?

**NOTE**: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 5** - **Certifications and Licenses**.

worldwide, with even fewer maintaining this important designation in the disaster recovery space in the United States.

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).

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.

# 1.4. Industry Qualifications

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?

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.

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.

1.4.2. *Public* Sector **Cooperative** Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts. public sector etc.) does cooperatives. vour 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 vears?

DRS currently has competitively-awarded contracts under:

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.)

**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.*)

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)?

TRADE SECRET INFORMATION

**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)?

TRADE SECRET INFORMATION

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

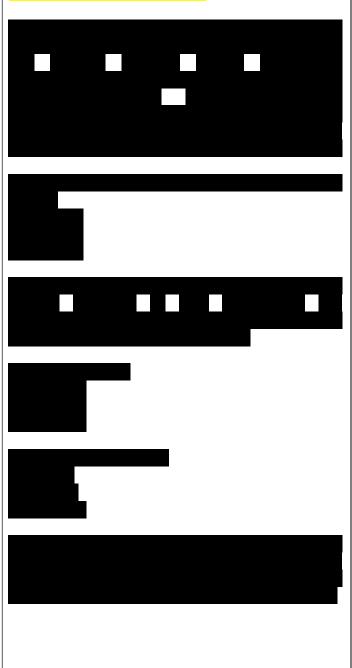
(3) calendar years?

What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?

institutions in each of the last three

**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.





**1.4.6.** *Customer References.* Provide references of at least five (5) local government or educational

**Humble Independent School District, Humble, TX** 

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:

- **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.

- (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.

# **Vidor Independent School District, Vidor TX**

- (a) **David Croak, Assistant Superintendent;** 409.951.8704; <a href="mailto:dcroak@vidorisd.org">dcroak@vidorisd.org</a>
- (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.

# Metropolitan Government of Nashville & Davidson County, Nashville, TN

- (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

- 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

- (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.
- (c) 2020 to current
- (d) DRS is currently supporting the University of California system in ongoing COVID-19 recovery funding in support of projects such as noncongregant sheltering, onsite COVID-19 testing facilities, and financial assistance to students.

## University of Houston, Houston, TX

- (a) Karin Livingston, Associate Vice Chancellor/Associate Vice President for Finance; 713.743.4415;
  - klivingston@uh.edu
- (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.
- (c) 2001 to current
- (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.

# Sedgwick County, Wichita, KS

- (a) Lindsay Poe Rousseau, Chief Financial Officer; 316.660.7591;
  - Lindsay.PoeRousseau@sedgwick.gov
- (b) DRS is currently engaged by the County in COVID-19 recovery and grants management.
- (c) 2020 to current
- (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.

# 2. Products & Services

### 2.1. PRODUCTS & SERVICES

**2.1.1.** *Product & Services Description(s).*Provide a detailed description of the products and services you are offering as a part of your proposal.

<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.

DRS provides turnkey disaster recovery consulting services including:

- Disaster Planning and Preparedness (See our P4D (Planning 4 Disaster) brochure under TAB
   10 of the attached full proposal.)
- Commercial Insurance Claims Preparation and Management (See our Commercial Claims brochure under TAB 10 of the attached full proposal.)
- FEMA Public Assistance Claims Management, including Section 404 and 406 Mitigation, and BRIC (See our FEMA Claims brochure under TAB 10 of the attached full proposal.)
- HUD CDBG, CDBG-CV, DR, MIT, and Entitlement Grants Management (See our CDBG Grants Management brochure under TAB 3 of the attached full proposal.)
- ARPA Grants Management (See our ARPA Grants Management brochure under TAB 10 of the attached full proposal.)
- Federal Procurement and Contracting Consulting (See our FEMA Procurement Preparedness brochure under TAB 10 of the attached full proposal.)
- Managed Vendor Partner (MVP) Program (See our MVP Program brochure under TAB 10 of the attached full proposal.)
- 2.1.2. Open Market Products. 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.

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.

**2.1.3.** *Differentiators.* Describe what differentiates your company's products and services from your competitors.

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.

DRS understands the vulnerability clients face when trying to navigate through federal procurement and

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.

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.

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).

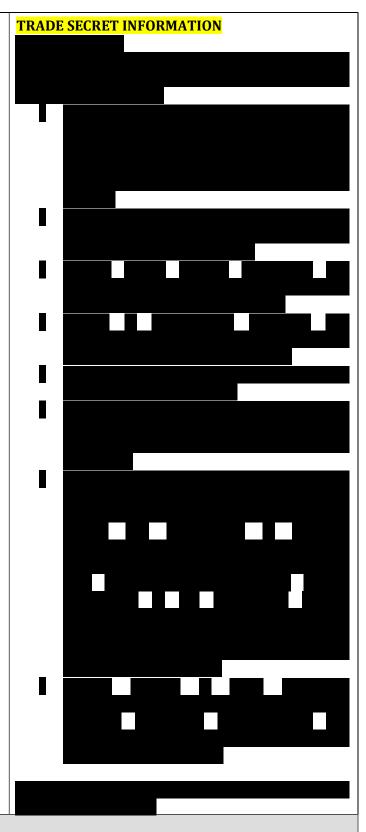
DRS offers immediate access to a comprehensive suite of disaster recovery suppliers through our Managed Vendor Partners (MVP) program. Providing a wide range of recovery services, our MVPs are best-in-class, offer competitive pre-event pricing, and have committed to DRS to respond to any size need at 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.

DRS has all the expert resources you need to successfully recover and build back stronger from a disaster.

2.1.4. Personnel Qualifications. 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.

Please see DRS team bios under **TAB 4** of attached full proposal.

**2.1.5.** *Technical Approach*. Describe your organizations technical approach or project methodology when providing the types of services addressed in the scope of this RFP.



# 2.2. Value Add

**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

enhance and add value to this contract's participating agencies.

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. ( See our MVP Brochure under TAB 10 of the attached full proposal.)

**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 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 FEMA Procurement Preparedness Reviews brochure under TAB 10 of the attached full response.)

# 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 P4D brochure under TAB 10 of the attached full response.)

### 2.3. Customer Service

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

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

centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company of 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.** *Complaint Resolution.* 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. Authorized Partners, Distributors, Agents, Dealers, or Resellers.

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.

DRS will serve as the single point of contact related to any resulting contract awarded through this RFP.

**NOTE:** Bidders intending to authorize partners, consultants, distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.

Equalis Group Members interested in engaging the services of DRS can simply reach out to:

**2.4.2.** *Customer Set Up.* 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?

Dr. Kim Abrego, Chief Operating Officer kabrego@disastersllc.com

832.499.6597

or

Cory Brandt, Director of Business Development <a href="mailto:cbrandt@disastersllc.com">cbrandt@disastersllc.com</a>

949.244.1338

2.4.3.	Order Process. Describe your company's proposal development and order submission process.	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	
2.4.4.	Invoice Process. Describe your company's invoicing process.	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.  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	
2.4.5.	<b>Payment.</b> What are your standard payment terms? What methods of payment do your company accept?	vendors, they will be passed on at their cost to DRS.  Payment terms are net 30. Payment methods accepted are check or EFT.	
2.4.6.	<b>Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	DRS does not offer financing options or programs.	
	2.5. Sustainability, Reclamation, and Recycling Initiatives		
2.5.1.	Sustainable Company Initiatives.  Describe the ways in which your company is addressing the issue of sustainability.	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:  Environmental Sustainability: 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.  Economic / Social Sustainability: DRS subcontracts	

		communities. We also have internship programs with Texas Southern University and Sam Houston State University in support of education.
3. <u>P</u> I	RICING	
3.1. C	ost 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.	DRS services are charged based a professional hourly rate by level/specialty of DRS associate assigned to project tasks.  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.  Monthly invoices include the proforma detail,
		enabling public sector agencies to ensure they are receiving contract pricing.
3.1.2.	<b>Price Change Process.</b> 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.	Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal?	The prices offered in your Cost Proposal are:  □ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  □ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  □ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.  □ not applicable. Please explain below.  Click or tap here to enter text.
3.1.4.	Additional Savings. 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.	Expense Reimbursement. 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.	<b>Total Cost of Acquisition.</b> Identify any cost associated with the total cost of acquisition that are <b>NOT</b> 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.

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.

# 4. Go-To-Market Strategy

- 4.1. Bidder Organizational Structure & Staffing of Relationship
- **4.1.1.** *Key Contacts.* Provide contact information and resumes for the person(s) who will be responsible for the following areas;
  - 1. Executive Contact
  - 2. Contract Manager
  - 3. Sales Leader
  - 4. Reporting Contact
  - 5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader

**Executive Contact:** 

Dr. Kim Abrego, Chief Operating Officer kabrego@disastersllc.com 832.499.6597

Contract Manager:

Cory Brandt, Director of Business Development <a href="mailto:cbrandt@disastersllc.com">cbrandt@disastersllc.com</a>
949.244.1338

Sales Leader: **Cory Brandt** (primary contact)

**Reporting Contact:** 

Keagan Kogut, Controller kkogut@disastersllc.com

**Marketing Contact:** 

Shelley Vineyard, Director of Procurement Specialty

svineyard@disastersllc.com
832.603.2251

- 4.1.2. Sales Organization. Provide a description your of sales organization, including key staff the members, size of organization, in-house vs. third-party sales resources. geographic market territories. vertical segmentation, etc.
- **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**: *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

Procurement Specialty), Kimberly Adams (Director of CDBG Specialty), Brad Boullion (Director of Grant Construction Project Management Specialty), Rob Hogan (Director of Integrated Funding Specialty) **Size**: DRS Sales Organization is led by Corv 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.** *Contract Expectation.* What are your DRS has the following expectations: company's expectations in the event Provide DRS with a primary point of of a contract award? 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 See **Tab 9** for *Marketing Plan* in attached full 4.2.2. Five (5) Year Sales Vision & proposal. **Strategy.** 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 being targeted; markets 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. **4.2.3.** *Sales Team Incentives.* Will your Yes. sales team be equally incentivized to

	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?	Contract Spend Year 1 - \$2M Year 2 - \$3M Year 3 - \$4M Year 4 - \$5M Year 5 - \$6M  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.
<b>5.</b> An	DMIN FEE & REPORTING	\$10)0000 HOT 01
	idder Organizational Structure & affing 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 Attachment A - Sample Administration Agreement.	<ul> <li>✓ Agree to proposed Administrative Fee</li> <li>☐ Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</li> </ul>
		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 15th 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.



# TAB 2 Executive Summary

March 3, 2022

Cooperative Council of Governments (CCOG) 6001 Cochran Road, Suite 333 Cleveland. OH 44129

Subject: RFP #COG-2125- Claims Recovery and Grant Administration Services

Dear CCOG/Equalis Proposal Review Team:

Disaster Recovery Services, LLC (DRS), is pleased to present our response to the CCOG/Equalis Request for Proposal - Claims Recovery and Grant Administration. Through our proposal, we hope to earn your confidence and trust by demonstrating our firm's qualifications, our team's knowledge and experience, as well as our approach to deliver unsurpassed commercial insurance claim preparation, disaster preparedness, FEMA recovery services, HUD CDBG program management, and COVID-19 grant funding recovery.

- Outstanding Experience DRS has extensive experience in coordinating and providing disaster preparedness to public entities surrounding catastrophic events. Our team of experts assist public entities in navigating through the insurance claims and grants management process. Additionally, DRS delivers expert FEMA recovery consulting services, proven program management of HUD CDBG-CV, CDBG-DR and CDBG-MIT recovery funding , and coordination/management of other COVID-19 recovery funding such as ARPA CSLFRF, ESSER, HEERF and IIJA. Our team members understand the complexities that are inherent in preparing for and responding to these types of losses. We specialize in complex losses with multiple locations and policies and apply decades of strategic recovery experience to address cash flow needs while optimizing both physical and financial results. Our experts are well-versed in all aspects of FEMA and its effects on insurance claims recovery for complex loss events. We have proven programmatic recovery management protocols that satisfy all the key players and often allow us to work with our established industry points of contact to address potential disputes in advance, minimizing delays under the traditional recovery process.
- *Qualified Personnel* The DRS team leaders have over 25 years experience each in the loss recovery and disaster preparation services field, having worked FEMA and insurance claims for hundreds of public government entities including counties, municipalities, independent school districts, and institutions of higher education. DRS' Public Entity Practice Leaders hold the Forensic Certified Professional Accountant (FCPA) certification, a certification held by few professionals worldwide, with even fewer maintaining this important designation in the disaster recovery space in the United States.



- Comprehensive Oversight DRS understands the myriad of challenges faced by organizations following a loss event, including the burden on your organization in trying to manage and coordinate multiple professional services and contractors while restoring and/or maintaining normal operations for staff and constituents. DRS is a single point of contact that provides comprehensive claim project management for all aspects of the recovery process, leading to one all-encompassing strategy that strives to decrease your recovery time while optimizing your recovery dollars. Engaging DRS eliminates the duplication of effort and costs that arises from hiring multiple consultants and project managers across various disciplines. Our ability to provide a comprehensive project management approach provides value-added services that translate to faster physical and financial recoveries. DRS is not a Public adjusting firm, but instead DRS provides our clients with a comprehensive claim consulting solution, while allowing for DRS fee recovery within the insurance policy and, if applicable, FEMA or other federal funding administrative cost provisions.
- *Vendor Relationships* DRS offers immediate access to a comprehensive suite of disaster recovery vendors 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 first-hand 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. DRS assists clients in the identification of pre-qualified disaster recovery teams as a needed component to an overall emergency preparedness strategy.
- Superior Approach DRS has developed standardized, proven protocols and procedures to expedite the overall preparedness and recovery process while protecting our client's interests during each critical phase of the process. DRS' team of FEMA-knowledgeable forensic accounting and project management experts utilizes current methodologies and technology to capture, organize, and present accurate documentation that successfully optimizes your commercial insurance claim recovery and meets FEMA's procurement and reimbursement requirements. Additionally, DRS has the right team of experts to guide public entities in developing a strategy to maximize recovery across all federal sources of funding, including CARES Act, ARPA, and community resiliency programs such as HUD CDBG.

We thank you for your consideration.

Company Name: Disaster Recovery Services, LLC

Address: 2229 San Felipe Street

**Suite 1200** 

fe malino

Houston, TX 77019

Telephone Number: 713-515-1567

Email Address: jalbrecht@disastersllc.com

**Authorized Signature:** 



# TAB 3 Additional Documents Submitted with Form 1 - Technical Proposal

## Overview and Qualifications - 1.3.1

Disaster Recovery Services, LLC, 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.

DRS was formed in 2014 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.

On a foundation of client advocacy and trust, we have built our reputation for optimizing insurance proceeds in coordination with exceptional program 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.

DRS is based in Houston, TX, at 2229 San Felipe Street, Suite 1200, and has offices in Atlanta, Austin, Chicago, Dallas, Galveston, Talahassee, and Seattle. Our company consists of 16 full-time employees and hundreds of experienced subcontractors, many of whom are former FEMA insurance specialists, contractors, and Program Delivery Managers. These professionals know the federal grant reimbursement playbook and can help you expertly navigate through the insurance, FEMA, HUD, and other federal grant processes.



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# What We Do



To plan for and find what is overlooked to help create resilient communities that rebound better and faster.

With the Disaster Recovery Services team on your side, you have access to decades of experience in disaster recovery. From insurance and FEMA recovery experts, to procurement specialists, forensic accountants, estimators, project managers, HUD CDBG, CDBG-CV, -DR and -MIT program managers, and ARPA funding experts, Disaster Recovery Services has all the resources you need to help you successfully recover and build back stronger from a disaster.

# **Our Vision**

We will be the most respected risk consulting firm in the country, offering the best people, resources and services, driven by our team culture so we can deliver a recovery experience unlike any other.

Your Disaster Recovery Services team has mastered the interplay between insurance and FEMA, and other federal funding sources and offers a service unmatched by any consulting firm in the country. Yes, there are firms that can manage insurance claims. Disaster Recovery Services, 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.

# **Our Values**

- We are Community and Customer Collaborators
- We are Resourceful Leaders
- We are Driven by Passion and Commitment
- We Instill Confidence and Trust

We're your partner.

We're your advocate.

We bring results so you can restore hope.

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# **Experience and Representative Clients**

DRS has supported a variety of agencies through their recovery from many events, including:

- Alfred P. Murrah Building-OKC Bombing (1995)
- Multiple Tornado Events (1999-2003)
- World Trade Center Disaster (2001)
- Tropical Storm Allison (2001)
- Hurricanes Charley, Frances, Jeanne, Ivan (2004)
- Hurricanes Katrina, Rita, Wilma (2005)
- Hurricane Gustav and Ike (2008)
- Midwest Floods (2008, 2010)
- Hurricane Irene (2011)
- Superstorm Sandy (2012)
- Hurricane Matthew (2016)

- California Wildfires (2016, 2017)
- Hurricane Harvey (2017)
- Hurricane Irma (2017)
- Hurricane Maria (2017)
- Hurricanes Florence and Michael (2018)
- Tropical Storm Imelda (2019)
- California Wildfires (2019)
- Nashville Tornadoes and Derecho (2020)
- COVID-19 (2020)
- Hurricane Laura (2020)
- Winter Storm Uri (2021)

Combination FEMA/Insurance Claims/HMP recovery support for Texas clients, including:

- Clear Creek ISD
- Hamshire-Fannett ISD
- Hardin-Jefferson ISD
- Houston ISD
- Humble ISD
- Hull-Daisetta ISD

- Katy ISD
- Orangefield ISD
- Vidor ISD
- Texas Medical Center
- Texas Southern University
- University of Houston

Combination FEMA/Insurance Claims/HMP recovery support for government clients, including:

- City of New Bern
- Bay County Florida
- Davidson County/Metro Nashville, TN
- New York City Transit

Insurance claims recovery support for government clients, including:

- North East ISD
- Public Service Electric & Gas (PSEG)
- State of Oklahoma
- Vidor ISD (Imelda)

COVID-19 federal cost recovery support for public entity / private not-for-profit clients, including:

- Davidson County/Metro Nashville, TN
- Sedgwick County, KS
- University of California System, CA
- Northwell Health, NY
- New Jersey Transit

- University of Texas System, TX
- Duncan Regional Hospital, OK
- Samsun Clinic, CA
- Columbia University, NY

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As shown in the project examples below, our team has a successful history of working for all levels of government. The projects below highlight DRS' accomplishments of similar type (disaster recovery), complexity (large scale, multiple funding sources), and scope (recovery optimization through all available avenues). DRS' relevant experience is highlighted in the following sample listing of projects:

## Davidson County/Metro Nashville - Tennessee

DRS colleagues have hands-on experience working in Tennessee supporting Davidson County/Metro Nashville since 2010, which has allowed DRS to develop effective working relationships with the Tennessee Emergency Management Agency (TEMA) and become uniquely familiar with their processes, procedures, and requirements. DRS colleagues were originally engaged to oversee the entire insurance and FEMA claim process for the 2010 flood event which resulted in claims totaling over \$100M in damages, including over 800 FEMA project worksheets. Services entailed daily oversight and assistance to Metro Nashville's insurance and finance team members.

DRS colleagues were able to provide the necessary expertise to recover eligible costs from both insurance and FEMA – avoiding any scrutiny over the potential for duplication of benefits. With over 800 project worksheets, a checklist was implemented for every Metro Nashville department to follow during the closeout process. To maximize FEMA recovery and avoid de-obligation of FEMA funding, a procedure was established that would ensure consistency among all project worksheets that were being submitted for closeout.

As a result of the overall claim success - and strong working relationship - DRS' team was recently engaged to assist the City / County with the insurance and FEMA recovery as a result of the March 2020 tornado event as well as their COVID-19 claims to be submitted to FEMA, CARES Act or other funding sources.



View this article online: https://www.insurancejournal.com/news/southeast/2017/10/20/468114.htm

### Nashville Keeps Winning FEMA Flood Appeals

While Federal Emergency Management Agency denials and reversals have roiled some communities following natural disasters, officials in Tennessee's capital have been unusually successful at winning their

An analysis by The Associated Press found that over the past decade, FEMA has denied two-thirds of all appeals sought by local governments and nonprofit groups to protect or rebuild communities hit by hurricanes, floods, fires, earthquakes, tornadoes or other major disasters.

But the experience in Nashville has been notably different in the aftermath of the city's 2010 flood. Nashville won or has been partially granted 21 of the city's 22 FEMA appeals

Many of those appeals relate to damage to the Dry Creek Wastewater Treatment Plant and other ructure damaged by the historic flooding of the Cumberland River and its tributari

The Dry Creek site was flooded for seven days in 2010, causing widespread damage to the site, including to equalization basins, tunnels, treatment systems, sludge storage tanks and pump stations, said Matthew Modesitt, a spokesman for Metro Water Services in Nashville.

When the floodwaters receded, the wastewater plant began to regain power and the city got to work on \$17.5 million worth of repairs even before FEMA's funding decisions were made

The city recouped \$2.1 million in insurance money, and anticipated a FEMA reimbursement of about \$11

Modesitt said Metro Water is still working within the FEMA appeals process.

"The Department has benefited from several positive outcomes due to a willingness by FEMA to assess

"Our biggest suggestion would be improving continuity of project managers/teams so that projects are not

wille Keeps Winning FEMA Flood Appeals

slowed by lack of knowledge or history of disasters," Modesitt said.

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"The Department has benefited from several positive outcomes that the rules by which these types of disasters are subjected and apply them to our individualized circumstances," he said. "While the process has been lengthy, we feel it has been thorough." One of the biggest barriers to clearing the cases has been staff turnover at FEMA, he said

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### City of New Bern - North Carolina

Following the devastation inflicted by Hurricane Florence in 2018, the City of New Bern experienced flooding of up to 12 feet in many areas, remaining inundated for nearly five days. As a result, the City suffered damages to over two dozen structures, extensive debris throughout the area, and significant impacts to utility systems, and numerous parks. Damages were initially estimated at a little over \$10 million; however, after consulting with DRS, those estimates grew to over \$65 million with over \$50 million obligated to date.

# Additional \$32.7 Million Approved for New Bern

Release date: March 24, 2020

Release Number: 198

News Release

Additional \$32.7 Million Approved for New Bern

Latest Project Brings Total to More Than \$39.8 Million to City

DURHAM, N.C. - FEMA and the State of North Carolina are announcing more than \$32.7 million to reimburse the City of New Bern for Hurricane Florence-related expenses.

FEMA previously approved more than \$7 million to the city for expenses related to the 2018 hurricane. This funding brings the

Funds for the recent \$32.7 million project reimburse the City of New Bern for the removal of more than 400,000 cubic yards of hurricane-related debris in 80 miles of city drainage ditches. Also, the funds reimburse the removal of more than 1,600 cubic yards of tree debris and cleaning city culverts.

"The removal of debris from the City of New Bern drainage ditches and culverts will go a long way in helping to reduce future flooding issues in this area," said N.C. Emergency Management Director Mike Sprayberry.

FEMA's Public Assistance program provides grants for state and local governments and certain private nonprofit organizations to reimburse the cost of debris removal, emergency protective measures and permanent repair work.

Public Assistance is a cost-sharing program. FEMA reimburses applicants at least 75 percent of eligible costs, and the remaining 25 percent is covered by the state. The federal share is paid directly to the state, which disburses funds to agencies, local governments and certain private nonprofit organizations that incurred costs.

For more information on North Carolina's recovery from Hu FEMA.gov/Disaster/4393. Follow us on Twitter: @NCEmerger

FEMA's share for this project is more than \$24.5 million and Additional \$1.9 Million Approved for New Bern

Release date: March 13, 2020

Release Number: 203

March 13, 2020 DR-4393-NC NR 203 Media Contact: (919) 990-4090

Additional \$1.9 Million Approved for New Bern

Latest Project Brings Total to More Than \$42.4 Million to City

DURHAM, N.C. - FEMA and the State of North Carolina are announcing more than \$1.9 million to reimburse the City of New Bern for Hurricane Florence-related expenses.

Funds reimburse the City of New Bern for repairs to its water delivery and wastewater treatment infrastructure. The repairs include pumps, sewer and water line pipes as well as other critical components damaged during Hurricane Florence.

The city's water utility serves 25,000 customers in New Bern and other nearby communities

FEMA previously approved more than \$40.5 million to the city for expenses related to the 2018 hurricane. This funding brings the total to more than \$42.4 million.

FEMA's Public Assistance program provides grants for state and local governments and certain private nonprofit organizations to reimburse the cost of debris removal, emergency protective measures and permanent repair work.

Public Assistance is a cost-sharing program. FEMA reimburses applicants at least 75 percent of eligible costs, and the remaining 25 percent is covered by the state. The federal share is paid directly to the state, which disburses funds to agencies, local governments and certain private nonprofit organizations that incurred costs.

FEMA's share for this project is more than \$1.4 million and the state's share is more than \$484,000.

For more information on North Carolina's recovery from Hurricane Florence, visit ncdps.gov/Florence and FEMA.gov/Disaster/4393. Follow us on Twitter: @NCEmergency and @FEMARegion4.

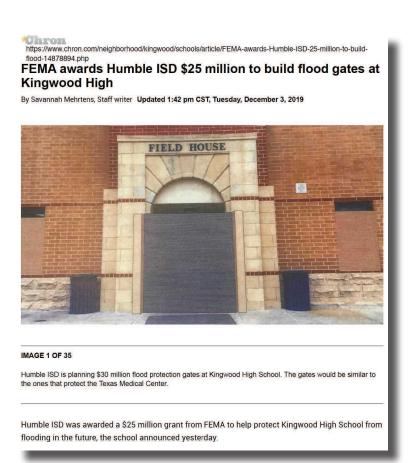
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## **Humble Independent School District - Texas**

On the days surrounding August 25, 2017, Category 4 Hurricane Harvey inundated the Houston area with over 48 inches of rain during a four-day period causing historic flooding that severely impacted the local community, including one of the largest school districts in Texas, Humble Independent School District (Humble ISD). Forty of Humble ISD's 43 campuses sustained damage from the storm resulting in a loss in excess of \$100M, with approximately 2,700 students displaced from Humble ISD's most heavily damaged campus, Kingwood High School (KHS), a 600,000 square foot high school that was under five feet of water for up to a week.

The DRS team immediately leapt into action, developing a physical recovery strategy that coordinated a wide range of resources including FEMA/insurance recovery experts, estimators, and project managers, among others, to accelerate the repairs to KHS. This successful recovery strategy resulted in displaced students returning to their high school on March 19, 2018, less than seven months after the loss — exceeded initial recovery expectations of 12-18 months. Through DRS' quick and efficient development of FEMA-compatible cost estimates for the damage incurred, Humble ISD was also the first to receive Harvey reimbursement funds from FEMA, including the first to receive obligation of \$56M for permanent repairs to KHS and the first to receive obligation of \$25M for KHS mitigation work.



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# Success Story:

Helping
Kingwood
High School
Mustangs
Return Home.

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# See How We Can Help

Deb Gallagher, CPA, CFF, FCPA dgallagher@disastersllc.com 312.925.6086



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Harvey Flooding at Kingwood High School



Restored Kingwood High School Campus

# See How We Can Help

**Deb Gallagher, CPA, CFF, FCPA** dgallagher@disastersllc.com 312.925.6086



# Success Story: Helping Vidor Independent School District Rise Above the Water.

During August 2017, Vidor Independent School District faced record amounts of rainfall as Hurricane Harvey stalled over Texas. Receiving over 36 inches of rain in a week, the District confronted catastrophic flooding across its campuses, with two schools sitting in two feet of water and sewage for over five days. Knowing that education provides a stable environment for children during trying times, Vidor ISD needed to find ways to get their students back into classrooms as quickly as possible.

# See How We Can Help

Deb Gallagher, CPA, CFF, FCPA dgallagher@disastersllc.com 312.925.6086



The District reached out to Disaster Recovery Services (DRS) to discuss options and find viable solutions that could be implemented in a compressed time frame, while meeting FEMA's federal procurement requirements for funding.

Leaning on DRS' expertise and network connections in the area of disaster recovery. Vidor ISD found a successful. FEMA-compatible solution to their problem. Through Managed DRS' Vendor Partner (MVP) Program, the District was able to secure 22 temporary buildings, creating a campus for 1,100 students that was installed and operational within 10 weeks of the loss. DRS was able to source these buildings in a market that was heavily depleted due to the widespread devastation.



addition, DRS shared extensive knowledge of FEMA's federal procurement standards with Vidor ISD to help ensure that the contracting mechanisms used to secure the temporary met FEMA's campuses requirements for eligibility for 100% reimbursement. DRS also walked Vidor ISD through FEMA's Environmental and Historic Preservation (EHP) approval process to help ensure that the installation was in compliance with EHP's environmental requirements.

While Vidor ISD found itself in a tough situation following

the devastation caused by Hurricane Harvey, they were able to find a successful temporary solution through DRS' MVP Program that has allowed them to provide stability to their students while they focus their energy on the long-term rebuilding and recovery efforts.

# See How We Can Help

Deb Gallagher, CPA, CFF, FCPA dgallagher@disastersllc.com 312.925.6086



Success Story:

Helping
North East
Independent
School District
Reach Blue
Skies.

In April 2016, North East ISD (NEISD) found itself in the path of one of the costliest hailstorms in Texas history, with baseball-sized hail causing damage to over 34 of the district's roofs. Alongside their A&E firm and in collaboration with their insurance carrier, NEISD immediately began assessing damages and developing comprehensive scopes of work for repair, undertaking a daunting project that lasted well over a year. Finally, in 2017, with an agreed upon scope of work, NEISD was able to competitively bid the repairs for the first two roofs, and

# See How We Can Help

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John Albrecht, CPA, CFF, FCPA jalbrecht@disastersllc.com 713.515.1567



approximately 21 months after the storm, NEISD was nearing completion of repairs for the first two roofs only (32 roofs remained to have permanent repairs made).

With the two-year mark approaching, all parties involved knew that the 24-month policy deadline for repair completion on all damaged roofs would not be met, thereby jeopardizing insurance recovery for the full replacement cost value (RCV).

With many more roof repairs to complete, the insurance carrier granted NEISD an 18-month time extension. Shortly following this extension, the insurance carrier presented a global settlement based on actual cash value (ACV), an amount at about 60% of the original RCV amount for the damaged roofs. Although NEISD was intrigued with the concept of an ACV settlement, they were not satisfied with the offer, and engaged DRS to assist with reviewing and preparing a package to justify a counter offer.

After review of all data including the insurance carrier's Xactimate estimates, DRS implemented a plan with cost, time, and available resources to demonstrate to the carrier that the remaining 32 roofs could be completed by the granted extended period. This strategy helped NEISD achieve an ACV settlement at an amount very similar to the initial RCV agreed amount. Part of this plan included a thorough understanding of the integration of NEISD's procurement cycle with the academic calendar and an evaluation of areas where time savings could be achieved. DRS guided NEISD to consider purchasing cooperative partners that represented over thirty different roofing vendors. Because these contracts had already been competitively bid and awarded, this would save valuable time for NEISD and would position them to accelerate the completion of the roof repairs within the timeline that would render an RCV settlement.

In summary, DRS estimators documented an additional \$3M in

added RCV scope and, in conjunction with an executable strategy to demonstrate repairs could be completed on an accelerated timeline that would have justified full RCV, DRS assisted NEISD in preparation of their counteroffer to the ACV settlement. The carrier agreed to the NEISD counteroffer, with no further negotiation, at an amount that was \$7M more than what the carrier had offered less than 2 months earlier and \$4M more than NEISD was targeting to receive.

DRS was instrumental in reframing this damaging hailstorm and arduous recovery process into a blue-sky settlement that made NEISD whole. DRS's ability to provide industry experts whose sole aim is to work toward the best result possible for the client, and the use of their years of building solid and respected relationships within the insurance industry, made all the difference between compromise and a fully realized cost settlement for NEISD.



### **Hazard Mitigation Assistance**

DRS believes our clients know best how to repair and rebuild in a more resilient manner. Therefore, we will work with the Equalis Group member and FEMA to take advantage of additional funding opportunities to strengthen and improve infrastructure and protect against future damage. One of those ways is to work closely with Equalis Group member staff, ensuring all projects identified and developed will be reviewed for potential mitigation opportunities available under FEMA's 406 mitigation program. Together we will identify technically viable and cost effective 406 mitigation opportunities and develop 406 hazard mitigation proposals that will enhance and protect existing projects and facilities.

In addition to the 406 program, DRS will work with the Equalis Group member to take a holistic approach to mitigation and identify non-project related opportunities to make your community more resilient under FEMA's 404 hazard mitigation program. (Of note, FEMA's BRIC (Building Resilient Infrastructure Communities) program is replacing the traditional 404 Mitigation program. https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities)

The first step is to ensure the requirements for applicants to have an approved local Mitigation Plan at the time of obligation of grant funds for mitigation projects has been met. Below are some additional actions our professional staff will take to support the Equalis Group member with the 404 Hazard Mitigation program:

- We will meet with agency officials to decide on the type of mitigation projects would be appropriate
- Assist in identifying and submitting 404 mitigation proposals in a timely manner
- Work with the TDEM to determine funding amounts and priorities for HMGP
- Identify sources of funding for the non-federal match
- Manage and monitor the progress of any approved projects and ensure compliance with program requirements
- Conduct any required benefit cost analysis for identified projects

We will also identify opportunities to leverage the two programs and utilize 404 funding in conjunction with 406 mitigation funds to bring an entire facility to a higher level of disaster resistance, when only portions of the facility were damaged by the current disaster event. Our experts "think about the end at the beginning" and will fully explore and support every opportunity to help establish a stronger, more resilient community.

## Notable DRS Client HMGP Project Funding

Humble ISD - Hurricane Harvey \$100M Total Damages - HMGP Funding \$25M

**University of Houston - Tropical Storm Allison** \$286M Total Damages - HMGP Funding \$18.5M

Osceola County, Florida - Four Hurricanes \$180M Total Damages - HMGP Funding \$37M

New York Metropolitan Transit Authority - Super Storm Sandy \$440M Total Damages - HMGP Funding \$81M



# **HMGP Client Success: University of Houston**

Disaster Recovery Services (DRS) assisted the University of Houston (UH) in building resiliency after Tropical Storm Allison. The University experienced catastrophic damages totaling \$286 million as a result of the storm.

### **Project Scope:**

- Raised all critical equipment out of facility basements
- Installed flood doors at all utility tunnels
- Brought all non-critical educational activity rooms to lower levels
- Installed passive flood gates
- Added sump pumps
- Added back-flow preventers and check valves





### **Project Highlights:**

- DRS assisted UH in securing \$18.5 million in hazard mitigation grant funding.
- The implemented concepts led to more resilient structures that proved to be effective in mitigating damages during Hurricane Harvey.



# HMGP Client Success: New York Metropolitan Transit Authority

Disaster Recovery Services (DRS) professionals supported New York Metropolitan Transit Authority in recovery from Super Storm Sandy. Overall damages were in excess of \$440 million with hazard mitigation projects representing \$81 million in recovery dollars.

Tunnel Entrances: Brooklyn Battery and Queens Midtown Project Scope:

- Implemented flood gates to seal tunnel entrances
- Installed larger sump and ejector pumps in tunnels
- Raised engineered walls/flood breaks





Bridges: Marine Parkway and Verezanno Narrows

### Project Scope:

- Installed steel platforms for raised equipment
- Fabricated enclosures for transformers
- Installed flood doors at storage and mechanical areas.





### **Federal Procurement and Contracting Support**

As forensic accountants and claims specialists, DRS is uniquely positioned to provide general grant management advice. In addition, DRS places a particular focus on the procurement aspects of grant management because the top five reasons for deobligation of FEMA funds are related to procurement missteps. With this in mind, the DRS team dedicated to serving Equalis Group members includes a former Executive Director of Procurement for a large school district who thoroughly understands federal procurement standards applicable to federal awards found in Title 2 of the Code of Federal Regulations, Part 200, Sections 200.317 through 200.327 (2 C.F.R.. §§ 200.317-200.327). In many cases, state and local procurement regulations may be more stringent than federal procurement regulations. This is why the DRS team includes a procurement expert to develop a specific road map supporting each recovery purchasing decision made by the Equalis Group member. DRS will keep the member agency up-to-speed related to any changes in the Uniform Guidance related to federal grants, such as the recent OMB changes that relates to FEMA disasters declared after November 12, 2020.

DRS will consult with the agency member procurement team to identify and document local standard and emergency procurement practices. We suggest preparing a comprehensive audit package (an e-file story) with copies of all source documentation including, but not limited to:



- Governor's State of Emergency Declarations
- Commissioners' minutes to support emergency purchasing
- Timing limitations associated with emergency procurement actions, as amended
- Local Purchasing Policies and Procedures
- Ethics in Purchasing and Conflict of Interest Policy
- Listing of all contracts executed during the emergency procurement period
- Copies of all contracts utilized in disaster response and recovery
- Documentation of adherence to additional compliance steps when using Time and Materials contracts
- Amendments aligning pre-disaster contracts not procured meeting federal requirements with required federal and FEMA terms and conditions
- Cost or Price Analysis documentation for purchases over the Simplified Acquisition Threshold
- Due diligence documentation for cooperative purchasing contracts utilized for disaster response and recovery
- Supporting documentation from cradle to grave for Sealed Bids/Competitive Proposals



### **HUD Program Management**

### PROGRAM CONCEPTUALIZATION, PLANNING, AND DEVELOPMENT

DRS will design, implement, and manage individual CDBG-DR, MIT, FEMA and other funded recovery activities to ensure program services are implemented according to Federal, State, and local laws. The disaster recovery program services our team is committed to implement include:

- Harnessing program design and implementation with technical expertise that are proven industry best practices to foster resiliency.
- Managing the program service delivery to all community stakeholders including households, landlords, businesses, local government entities, and other partners.
- Effective, timely and compliant program operations.
- Proper documentation and reporting of all program activity and outcomes.
- Program accountability and adaptation to ensure as needs change, barriers to implementation are mitigated.
- Staff augmentation to complete plans, policies, processes, and other required documents essential to the implementation of program activities.

#### PROGRAM ADMINISTRATION, GRANTS MANAGEMENT, AND OVERSIGHT AND REGULATORY COMPLIANCE

Communication is the backbone to Implementing a successful Disaster Recovery program. The DRS team recognizes effective communication internally and with the public, media, applicants, political leaders, and the larger community is the foundation of trust. Our team will ensure all stakeholders receive timely and easy to understand information about the program. This process will be managed through successful deployment of a well-defined Communication Plan that includes:

- A beneficiary-focused recovery plan that outlines engagement with each stakeholder to ensure a comprehensive approach to strategic planning of housing, public facilities, infrastructure recovery and mitigation efforts are addressed.
- A Communications strategy with preferred delivery channels for effective communication with the Equalis Group member and other local, state and federal agencies
- Defined timelines and frequency of communications for each stakeholder.
- Communications materials and content development.
- Public engagement approach to include local community leaders, community-based organizations, and impacted citizens.
- Consistent messaging that focuses on transparency.
- DRS will periodically develop post and share summaries of the recovery program status with the staff and public to ensure the public's trust is a core component within program implementation



#### FINANCIAL MANAGEMENT

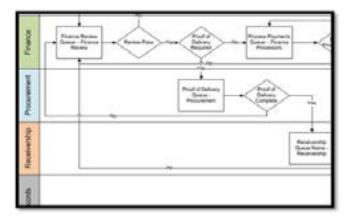
DRS will capture any current financial controls currently in place and develop required operating procedures to complete the Risk Analysis Documentation within 30 days of the effective date of the Federal Register Notice as required. Our team will also establish and/ or enact policies to protect Personally Identifiable Information (PII) and sensitive information consistent with applicable Federal, State, and local laws regarding privacy and obligations of confidentiality.

Once policies and procedures are documented, our team will create workflows with stopgaps to prevent process augmentation that often results in HUD findings. Stopgaps for all program types include:

- Required Eligibility data is captured prior to documents review.
- Quality Assurance steps after each critical program phase.
- Checklists for each program component: Intake, Environmental, Scope of Work, Project Budget, DRGR setup, Construction Draws, Reporting, and Closeout.

Our team is well-versed in creating effective workflow processes to ensure program compliance. Exhibit A is an example of the process workflow our key leadership team has created to ensure financial records are captured, stored, and archived according to Federal regulations.

**Exhibit A: Financial Management System process** 



#### REPORTING, COMPLIANCE, MONITORING, AND CLOSEOUT

DRS ultimate goal is to ensure the federally funded recovery programs comply with all Federal rules and will implement processes that enhance efficiency, effectiveness, and documented results. Our team is committed to every project from Pre-Award through the Closeout phase and will ensure ongoing compliance of with Federal State, and local regulations. Our commitment will be evident through:

- The review of policies and procedures, applicant eligibility and award determinations, and program activity for each project or individual file.
- Regular self-monitoring and report results to Grants Management and Program Operations leaders.
- External Audit and HUD monitoring findings.
- The monitoring and investigation of potential fraud, waste, and abuse of federal funds.



## \$45MM CDBG-DR Construction Project Highlights

- \* Managed construction budget to ensure spending deadlines were met.
- \* Over 400 rehab and new constructs.
- \* Designed Finance Workflow process.
- \* Created Finance SOP for processing payments.
- \* Trained Finance Staff on required documents for financial payment to ensure compliance.
- \* Created several Performance Improved Plans (PIP) for transitioning divisions/ staff by identifying risk and implementing mitigation, and revised/modified program processes.
- \* Created Qualified Vendor's list to determine developer capacity and forecast construction NTP timelines.
- \* Wrote RFQ based upon forthcoming RFP for DR Single Family capacity/construction requirements.
- \* Created debarment process to ensure compliance with DR project contractors.

### DRS Project Examples of Innovative Uses of Traditional Recovery Funding

\$1.5MM TIRZ and CDBG Funding - Completed 93 homes in FY2017
~\$2.5MM TIRZ Funding - 250 Homes - Roof repair assistance to homeowners at or below 120% AMI in FY2017
~5.2MM CDBG Funding- Restored historic Fine Arts District
Agricultural barns over 50% damaged; Submitted to FEMA as Capped Improved Project; Over \$7MM funding re-purposed for sports stadium project
\$800MM loss coordinating Insurance, FEMA, and FTA Funding; FTA paid for hardening above and beyond insurance and FEMA





# **HUD - Disaster Recovery Funds: CDBG-DR, CDBG-MIT, and CDBG-CV**

Providing expert CDBG-DR, CDBG-MIT, and CDBG-CV services that focus on helping you successfully support long-term recovery efforts from disasters such as fires, floods, hurricanes, and tornadoes.

# CDBG, CDBG-DR, -CV, and -MIT

Established by the Housing and Community Development Act (HCDA) of 1974, the primary objective of Community Development Block Grant (CDBG) funding is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, largely for persons of low- and moderate-income. The supplemental Disaster Recovery (CDBG-DR), Mitigation (CDBG-MIT), and COVID (CDBG-CV) appropriations are provided after presidentiallydeclared disaster events with the intent to deliver individualized funding to local communities in support of long-term recovery efforts and mitigation of future disaster impacts.

CDBG-DR, -MIT, and -CV supplement other federal recovery assistance programs administered by FEMA, SBA, and the Department of Health and Human Services, as well as insurance, when there are significant unmet needs. Implementing multiple funding sources while eliminating any duplication of benefits and optimizing outcomes can be challenging. Your Disaster Recovery Services team can help.

Disaster Recovery Services solution provides agile recovery programs and IT support to easily manage multiple funding sources while advancing your strategic objectives. We offer a service unmatched by any other consulting firm in the country, and we are the only firm that provides a comprehensive recovery strategy with pre-disaster coordination, insurance and FEMA claims (rapid response), through long-term recovery (CDBG-DR, -MIT, -CV) — providing you with the best advantage to building back better and more resilient after a catastrophic event.

### **Eligible Activities**

With finite dollars available to address wide-spread disaster impacts, assessing your needs and defining your priorities is critical. Your Disaster Recovery Services team can help you determine the best investment of funds following an event by providing quantitative assessments of the current disaster impact, calculating the unmet needs, and combining community feedback with strategic objectives to prioritize eligible program areas and activities.

### See How We Can Help

**Dr. Kimberly Adams** kadams@disastersllc.com 601.954.6541

Cory Brandt cbrandt@disastersllc.com 949.244.1338





#### Eligible uses of funds include:

#### Housing:

New construction, rehabilitation, reconstruction, infrastructure mitigation, homeownership assistance, rental assistance, buyouts and acquisitions

#### Public Facilities and Services:

Acquisition, disposition, relocation, lead paint, asbestos, historic rehabilitation / preservation, code enforcement

#### • Infrastructure:

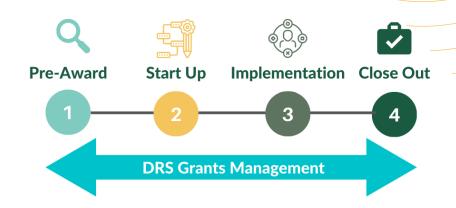
New disaster resistant infrastructure, or infrastructure retrofits

### Economic Development and Revitalization:

Commercial rehabilitation, microenterprise development, code enforcement, mitigation improvements

#### Matching Funds:

Used to address overall gaps to maximize funding as a non-federal match for USACE, EPA, HHS, SBA, FHA. and FEMA



### Comprehensive Grants Management

Comprehensive Grants Management is critical to optimizing your overall recovery. Your Disaster Recovery Services team is well-versed in the application of multiple funding sources (CDBG, FEMA, HMGP, CARES, ARPA, Insurance, etc.) with no duplication of benefits, and brings decades of experience to assist your team in developing an organization-wide strategy that leads to the best use of available recovery dollars for your strategic objectives. We are adept at managing multiple funding streams and their associated teams, producing tangible results that align with national and local objectives.

Your Disaster Recovery Services team will help you navigate all phases of your

recovery process. By working side-byside with your team until all program objectives have been met, we transform a long and tedious process into an agile and responsive system.

# Federally Declared Disaster Experience

Since 2001, our Disaster Recovery Services experts have helped public entities recover from disaster events. We have successfully managed billions of dollars in federally-funded recovery programs for states and local governments, hospital systems, colleges and universities, school districts, and not-for-profits.

We are your partner and advocate.





#### Mobilization

The DRS team understands the importance of mobilizing resources in a timely manner when disaster strikes. Our commitment to Equalis members is to have DRS personnel on the ground within 24-48 hours of request or issuance of a purchase order.

### **Document Storage**

Disaster Recovery Services, LLC has a customized, secure, electronic collaboration platform that allows for the efficient management and distribution of documents related to the recovery process. Our site, DRS.box, is tailored to meet the unique needs of your specific event, allowing users to share information, manage documents from start to finish, and review and provide comments to help expedite the recovery process. Additionally, DRS retains the documentation throughout the OIG audit period which is defined as three years after the last project worksheet is closed out.

### **Reporting Capabilities**

DRS can tailor reporting capabilities to the needs of Equalis members and to the requirements of the particular grant program. As an example, DRS utilizes a master claim tracker that incorporates the funding sources related to the disaster in question, and tracks the use of the funds against eligible expenditures. This tracker includes relevant categories, costs, cost share percentages, project worksheet amounts and status, payment status, etc.

Our team of forensic accountants are masters of data mining and reporting.

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### **Strategic Alliances**











### **Designations**

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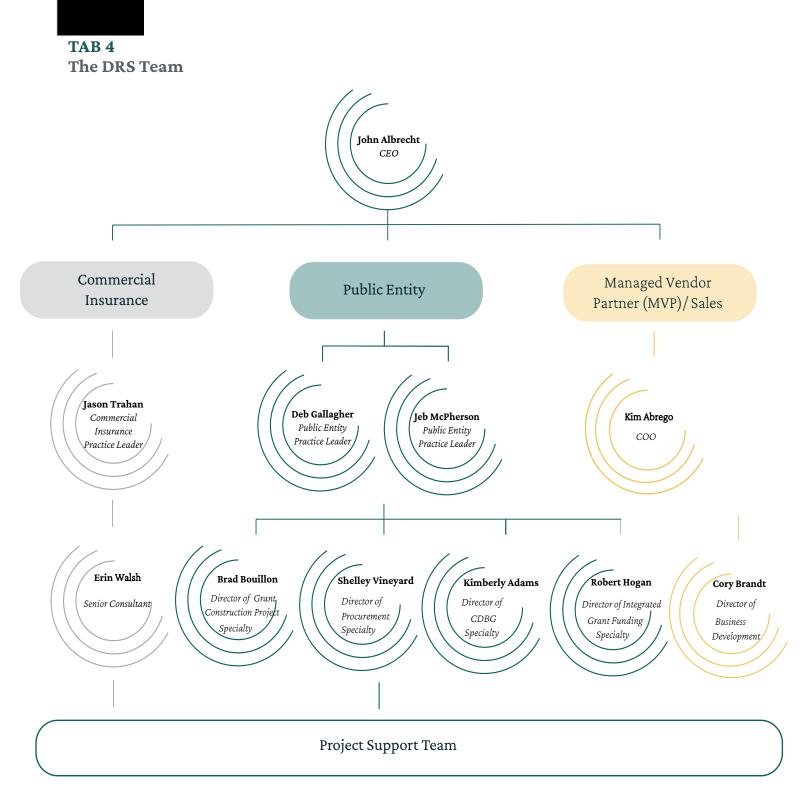




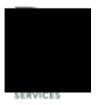


### Social Media

LinkedIn | Facebook | Instagram



Bios for the DRS Team are provided on the following pages.



# John Albrecht, CPA, CFF, FCPA

**CEO** 

John is the Chief Executive Officer of Disaster Recovery Services, LLC, where he specializes in supervising and coordinating elite providers and experienced professionals to provide a turnkey solution for claims consulting, disaster restoration and rebuild, and debris removal after an event.

### **Experience**

John holds over 30 years of experience in the forensic accounting, risk, and recovery field. He was previously a Partnerwiththeforensicaccountingfirm Shore & Azimov, P.C., and spent 14 years as a Managing Director, Global Growth Leader, and Global CAT Coordinator for Marsh Risk Consulting, a division of Marsh & McLennan Companies, where his responsibilities involved supervising a staff of experienced professionals in the arena of disaster recovery, restoration of operations, and the preparation and review of damages claims and valuations where accounting expertise applies.

Since 1985, John has evolved his practice in financial analysis, forensic accounting, and consulting into a full service disaster recovery practice. He has participated in the review and measurement of numerous complex damages claims and

financial investigations in a wide range of industries and has traveled around the world providing risk solutions to numerous clients. John's diversified experience has been focused on business interruption and property damage claims and the recovery thereof, but also includes construction claims, environmental claims, fidelity and liability claims, fraud examinations, business valuations, and loss of earnings assessments for a wide variety of industry sectors with primary focus on public entity, energy and manufacturing. Additionally, John leads organizations through disaster readiness exercises as a component of risk management planning through DRS' P4D Planning for Disaster Service - a 4-dimensional approach to disaster recovery planning.



#### **Education**

 BS in accounting, Northern Illinois University, DeKalb, IL

#### Credentials

- Certified Public Accountant (CPA)
- Certified in Financial Forensics (CFF)
- Forensic Certified Public Accountant (FCPA)
- American Institute of Certified Public Accountants (AICPA), Member
- Texas Society of Certified Public Accountants (TSCPA), Member
- Illinois Society of Certified Public Accountants (ICPAS), Member

### **Employment History**

 Disaster Recovery Services, LLC, 2014 to present



# Jason Trahan, CPA, FCPA, CFF

Commercial Insurance Claims Practice Leader

Jason is the Commercial Insurance Claims Practice Leader for Disaster Recovery Services, LLC (DRS) where he specializes in supervising and guiding professionals to provide a turnkey recovery solution for Claims Consulting, Disaster Restoration and Rebuild, and Debris Removal after a loss event.

### **Experience**

Jason focuses his practice on providing forensic accounting services in the measurement of complex insurance claims. Since 1997, Jason has assisted numerous clients in reaching settlements on insurance claims, including property, business interruption, extra expense, builders' risk, cyber and liability claims. Jason has also provided assistance to insurance companies regarding reinsurance disputes.

Jason's experience includes disputerelated services for complex breach of contract and purchase price disputes, involving damage quantification and valuation issues. Jason also has experience performing forensic and investigative accounting work utilizing electronic evidence discovery and data mining. His experience in the above areas includes both public, private, government and not-forprofit organizations within industries such as manufacturing, automotive, semiconductor, food & beverage, financial services, retail, hospitality, agribusiness, gaming, transportation, and oil and gas refining.

### **Employment History**

- Disaster Recovery Services, LLC, May 2019 to present
- Marsh USA, April 2013 to April 2019
- Ernst & Young LLP, May 2003 to April 2013
- Navigant Consulting, May 2001 to May 2003
- Coopers & Lybrand, LLP/ PricewaterhouseCoopers, LLP, January 1997 to May 2001



#### **Education**

 BBA in Finance, University of Texas at Austin

#### Credentials

- Certified Public Accountant (CPA) in the State of Texas
- Forensic Certified Public Accountant (FCPA)
- Certified in Financial Forensics (CFF)
- American Institute of Certified Public Accountants (AICPA), Member



disastersllc.com

# Deb Gallagher, CPA, CFF, FCPA

### Public Entity Practice Leader

Deb Gallagher, Disaster Recovery Services' Public Entity Practice Leader, has over 27 years of experience managing large complex insurance and FEMA property claims. She has extensive experience leading teams and executing strategies that have supported billions of insured and uninsured losses for commercial and public entities. Deb believes in a collaborative approach when working side by side with her clients throughout the duration of the recovery process.

### **Experience**

Over the last 27 years, Deh has represented the interest of policyholders and applicants in firstparty insurance and FEMA claims. She began her career in 1994 working for a family-owned consulting group in Chicago where she developed the foundation needed to manage large complex catastrophic claims including: managing teams, applying insurance coverage or FEMA policy, estimating / validating damages, documenting claims, and reaching project closeout and final settlements.

Throughout her career, Deb has worked extensively to develop a proven system focusing on the important interplay between insurance and FEMA. This makes her one of the first (and few) claims professionals in the industry offering public entity clients the tools

necessary to streamline multiple complex claim processes.

Deb brings a "keep the end in mind" approach to each of the projects she leads. Always staying one step ahead, she is known for anticipating her clients' expectations and understands what it takes to reach a successful claim outcome. Deb is persistent to protect all available funding sources for her clients through the proper application of commercial insurance coverage as well as her adept understanding of eligibility guidelines set forth in the Stafford Act, FEMA's Public Assistance guide, FEMA PA 9500 Series policy, 404 and 406 Hazard Mitigation, CRF regulations, appeal rulings and other federal directives specific to a disaster event. Her "end game" and "never give up" mentality is what clients appreciate

most about Deb.

Some proven "end game" protocols and procedures established by Deb and her team of experts at the onset of an engagement focus on:

- Quantifying remediation / mitigation measures taken to reduce overall claim exposure;
- Linking damage caused by the event in order to develop comprehensive scopes of work;
- Comprehensive overview of client's procurement policy to ensure compliance;
- Consideration of hazard mitigation opportunities to prevent future damage in a subsequent event;
- Preliminary application of potential funding sources based on eligibility





in order to avoid duplication of benefits:

- Managing long-term obtain and maintain insurance purchase requirements, when applicable;
- Early identification of prior disaster assistance credits; and,
- Minimizing mandatory reduction penalties to reduce funding "pay back" situations.

Deb has experience working within many commercial and public industries during catastrophic events including, but not limited to: Tropical Storm Allison (2001), the World Trade Center disaster (2001). Hurricanes Bonnie. Charlie, Frances, Ivan, and Jeanne (2004), Hurricanes Katrina and Wilma (2005), the flooding in the Midwest US (2008), Hurricane Ike (2008), the flooding in Nashville, TN (2010), Hurricane Irene (2011), Superstorm Sandy (2012), Hurricanes Maria and Harvey (2017), Hurricanes Florence and Michael (2018), California Wildfires (2018, 2019, 2020), Tennessee Severe Storms (2020, 2021), COVID Pandemic (2020),Hurricane Laura (2020), Hurricane Isaias (2020), Texas Winter Storm (2021), and Winter Storm Orlena (2021).

Deb has prepared expert reports on behalf of the policyholder and/or applicant under alternative dispute resolution proceedings including appeals, appraisals, arbitration, mediation, and litigation. She has been deposed as an expert witness in support of complex claim issues and has testified in Federal Court. Her track record working to amicably resolve disputes has recovered millions of additional dollars for her clients who would have otherwise faced significant funding shortfalls.

Deb has presented FEMA claims training and "lessons learned" seminars and webinars to eligible FEMA applicants throughout the United States. In addition, she has co-authored white papers and articles relating to the handling of complex insurance and FEMA claims.

### **Education**

- Bachelor of Science in Commerce, DePaul University, Chicago
- Master of Accounting & Financial Management (MAFM), Keller Graduate School of Management, Chicago

 Registered Certified Public Accountant, Illinois (CPA)

### **Affiliations**

- Registered Certified Public Accountant, Illinois (CPA)
- Certified in Financial Forensics (CFF)
- Forensic Certified Public Accountant (FCPA)
- American Institute of Certified Public Accountants (AICPA)
- Illinois Certified Public Accountants Society (ICPAS)

- Disaster Recovery Services LLC,
   Practice Leader, 2017 Present
- Marsh USA, Senior Vice President, 2006 – 2017
- Aon Risk Consulting, Vice President, 2001 - 2006
- The Ritter Group (aka Quantum Global Advisors), Senior Consultant. 1994 – 2001





## Jeb McPherson, CPA, CFF, FCPA

### Public Entity Practice Leader

Jeb McPherson, Disaster Recovery Services' Public Entity Practice Leader and Senior Project Leader, has over 20 years of extensive, hands-on, experience specializing in the management of catastrophic, complex claims within the public entity sector. He focuses on a strategic approach to working through the FEMA grant management process as well as commercial insurance and/or other federally funded programs (i.e., FTA). Jeb knows why FEMA experience matters after assisting hundreds of applicants through FEMA's tedious recovery process.

### **Experience**

Jeb is recognized nationally as an expert in complex disaster recovery efforts. His responsibilities include the coordination and oversight of specialized teams that assist public entity clients with the measurement of physical and economic losses and their pursuit to maximize recoveries through commercial insurance and FEMA claims after major disaster and catastrophic events.

Jeb began his career working in public accounting in 1996 where he developed his skills in various areas of auditing while working on projects in corporate, nonprofit and government environments, including HUD-mandated cost certifications. During this time, he also provided many clients with other comprehensive accounting services such as individual, corporate,

partnership and nonprofit income tax returns and payroll tax reports.

As his career progressed, Jeb focused on investigative accounting and the measurement of damages, with a specialty in FEMA's Public Assistance Program. The services he provides include comprehensive programmatic and technical guidance after FEMA disaster declarations, streamlined with parallel insurance claim preparation, including the strategic allocation of insurance proceeds to avoid duplications of funding.

Jeb has a "think outside the box" approach to challenges faced throughout the claim recovery process. He has pioneered several approaches to working side by side with FEMA representatives on complex issues that

have resulted in extremely successful outcomes, especially for clients who were facing potential funding reductions, duplication of benefits, eligibility disputes and/or delays in cost reimbursement.

His meticulous approach to the grant management process has helped Jeb's clients recover billions of uninsured losses from FEMA and the FTA in all public entity sectors (states, state agencies, local governments, and private nonprofits). He is exceptionally well versed in the Stafford Act, FEMA's PAPPG, FEMA PA 9500-series policy, 406 and 404 Hazard Mitigation Programs, CFR regulations and appeal ruling precedents. Jeb has direct experience with major utility and transportation entities and recognizes the strategy required in disaster





recovery efforts involving insurance, FEMA, FTA, and others. He has a solid reputation and positive working relationship with FEMA personnel and State representatives across the Country. In fact, Jeb assisted one of his government clients with the first executed Section 428 Public Assistance Alternative Project Pilot Procedure Program for Sandy Permanent Work which was an approved \$403M fixed cap grant.

Jeb has experience working in catastrophic environments including Tropical Storm Allison (2001), the World Trade Center disaster (2001), Hurricanes Bonnie, Charlie, Frances, Ivan, and Jeanne (2004), Hurricanes Katrina and Wilma (2005), the flooding in the Midwest US (2008), Hurricane Ike (2008), the flooding in Nashville, TN (2010), Hurricane Irene (2011), Superstorm Sandy (2012), Hurricanes Harvey and Maria (2017), Hurricanes Florence and Michael (2018), and the California Wildfires (2018).

At a national level, Jeb has led clients, including but not limited to, Metropolitan Transportation Authority, New Jersey Transit, National September 11 Memorial and Museum at WTC, Trustees of Columbia University in the City of New York, New York University and North Shore Long Island Jewish Heath Systems, the State of Georgia, the State of Mississippi, the State of Oklahoma, the State of Oregon, the City of Nashville, the City of Cedar Rapids, Davidson County, Charlotte County, Manatee County, the University of Houston, Humble Independent School District, Vidor Independent School District, Hardin-Jefferson Independent School District, etc. in maximizing recoveries under FEMA's Public Assistance program.

Jeb has prepared expert reports on behalf of Public Entities under alternative dispute resolution proceedings including appraisals and mediation. He has also written several white papers and has published articles with topics surrounding the challenges faced by public entities throughout the FEMA process.

#### **Education**

 BBA in accounting, University of Georgia, Athens

### **Affiliations**

- Certified Public Accountant (CPA)
- Certified in Financial Forensics (CFF)
- Forensic Certified Public Accountant (FCPA)
- American Institute of Certified Public Accountants (AICPA)
- Georgia Society of Certified Public Accountants (GSCPA)

- Disaster Recovery Services LLC,
   Practice Leader, 2017 Present
- Marsh, Senior Vice President, 2000
   2017
- Reznick Group, 1996 2000





# Dr. Kim Abrego, PT, DPT

As COO and Managed Vendor Partner (MVP) Program Practice Leader for DRS, Kim assists entities who are facing a disaster event with obtaining access to quality recovery services that minimize downtime and optimize financial recovery, helping in the recovery of hundreds of millions of dollars.

### **Experience**

Since 2001, Kim has focused on successfully positioning clients to be resilient following a disaster, enabling them to recover better and faster. Kim works on recovery program development and follows industry best practices when providing contract procurement, management, and implementation support to all project stakeholders. She specializes in the platform development and vendor coordination aspects of strategic sourcing with a focus on successfully positioning clients for disaster preparedness and recovery efforts in the areas of risk preparedness, disaster remediation and restoration, debris removal, and claims recovery among others. This method of solution-oriented turnkey coordination improves entity resilience by decreasing downtime and helping to ensure that affected

agencies can return to normal business operations as soon as possible following a disruptive event.

Kim spent 10 years as the Growth Team Leader with Marsh Risk Consulting. a division of Marsh & McLennan Companies, where she developed a large national contact network to respond to client needs, and managed a department that designed content management systems to allow for efficient document exchange between involved parties, created event specific marketing materials and webinars to educate current and potential clients, and identified and prepared responses to RFPs on a wide array of service offerings spanning a variety of industries, with primary focus on the public entity and not-for profit sector.



#### **Education**

- BS in kinesiology, University of Houston, Houston
- Clinical doctorate in physical therapy,
   Texas Woman's University, Houston

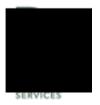
### **Credentials**

• Doctor of Physical Therapy (DPT)

#### **Affiliations**

- Public Risk Insurance Management Association (PRIMA), Member
- NIGP The Institute for Public Procurement, National Business Council Member





# Shelley Vineyard MBA, NIGP-CPP, RTSBA

Director of Procurement Specialty



As the Director of Procurement Specialty for DRS, Shelley focuses on public entity procurement and risk management strategies in facilitation of complex disaster recovery projects.

### Experience

Shelley is the Director of Procurement Specialty with Disaster Recovery Services, LLC where she focuses on public entity procurement and risk management strategies in facilitation of complex disaster recovery projects. Shelley serves as a subject matter expert in the areas of public procurement and governmental business operations. Her responsibilities include working closely with project managers and public entity clients to prepare comprehensive action plans for recovery efforts, especially and federal where state public assistance is involved. Additionally, Shelley works closely with vendors, cooperative purchasing groups, and client purchasing departments to provide procurement guidance, training assistance, helping develop comprehensive procurement strategies to support financial recovery. Shelley holds over 30 years of business

operations experience. She spent 13 years in public education leading various business functions, specializing in the areas of public procurement, contract management, risk management, and policy development, and serving as a subject matter expert to trustees and executive leadership. She has experience in the management of the formal bid process, procurement and placement of property and casualty insurance for large scale exposures, and process mapping and re-design. Shelley led teams through recovery during Hurricanes Ike (2008) and Harvey (2017).

### **Education**

- BBA in computer information systems, Baylor University, Waco
- MBA in management and finance,
   Dallas Baptist University, Dallas

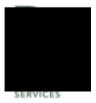
#### Credentials

- NIGP Certified Procurement Professional (NIGP-CPP)
- Registered Texas School Business Administrator (RTSBA)
- Certificate in Process Management -University of Texas, Austin
- Certificate in Non-Profit Leadership -Rice University, Houston

#### **Affiliations**

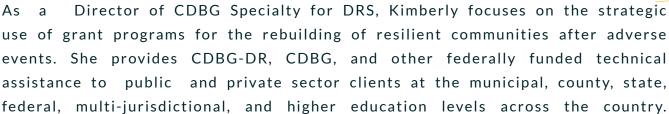
- Texas Association of School Business Officials (TASBO), Member
- NIGP The Institute for Public Procurement, National Business Council Member

- Disaster Recovery Services, LLC, 2018 to present
- Humble ISD 2005-2018



# Dr. Kimberly Adams

Director of CDBG Specialty





Kimberly is the Director of CDBG Specialty for DRS with over 15 years' experience leading and coordinating cross-functional teams, designing IT systems, and developing process improvement strategies for public entities navigating the federal, state, and local grants space. She specializes in strategic oversight for disaster recovery grants, grant compliance procedures, community development and outreach, and affordable housing. Kimberly is currently managing multiple projects related to CARES Act funding, as well as multiple HUD CDBG projects.

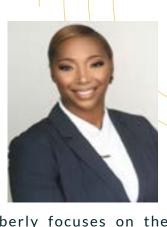
### **Experience**

Early in her career, Kimberly orchestrated daily operations for multiple city departments, government organizations, and public entities while securing funding opportunities through the effective use of efficient and productive internal relationships. Kimberly's extensive experience with

federal grant programs such as CDBG and CDBG-DR allows her to provide expert level technical assistance leading to grant program efficiency and optimal use of funds. She is also experienced in writing operation and emergency management plans and delivering specialized training in emergency operations and response.

### **Notable Accomplishments**

- Design of a database to manage the budgets for Hurricane Ike Round II commercial and residential construction projects
- Digitization of procedures for CDBG-DR programs, leading to a decrease of vendor payment turnaround time by 73%
- Creation of Single Family Home Repair Disaster Recovery Round II Inspections process and output ratio to forecast project completion and manage pipeline based upon inspection type



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 Management and negotiation of contracts with LOAs, IT, HAP, and Minor Critical Emergency Home Repair Program (MCEHRP)

### **Education**

- Doctor of Philosophy, Urban Planning and Environmental Policy
   Texas Southern University
- Master of Business Administration Jackson State University
- Bachelor of Science, Marketing Southern University and A&M College
- Executive Leadership Institute
   (ELI) National Forum for Black Public
   Administrators

### **Certifications**

FEMA IS 100, 120, 230, 240, 2905, 700

- Disaster Recovery Services, 2020-present
- Witt O'Brien's, 2019-2020
- City of Little Rock, AR, 2017-2018
- City of Houston, TX, 2011-2017



# Robert 'Rob' Hogan, CFE

### Director of Integrated Funding Specialty

As a Director of Integrated Funding Specialty, Rob focuses on the strategic use of grant programs to rebuild resilient communities after adverse events. Rob's expertise in managing new and emerging grant funds created in response to COVID-19 ensures that his clients have the ability to make well-informed decisions in order to optimize recovery funding.



Based in Atlanta, Rob is currently managing multiple projects that cross federal funding sources such as CARES Act, ARPA, and FEMA.

### **Experience**

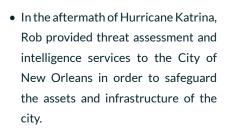
Rob has spent two decades delivering forensic and intelligence services to a global list of clients. Rob's afforded diverse experience has him the opportunity to work with incredible partners and the highestprofile engagements. Rob loves his work, whether on the front lines of incident response, conducting needs assessments, or assisting clients with community outreach for recovery program design. Through it all, he stays committed to exceeding client expectations by delivering efficient and effective engagements without sacrificing detail.

### **Notable Accomplishments**

• Served as a subject matter expert

on new and emerging grant funds created in response to COVID-19.

- Provided compliance oversight, monitoring and reporting for multiple projects including standing up a \$4M molecular diagnostic lab; more than \$11M in grant awards to public health and safety entities; and \$565K in grants to small businesses.
- Worked directly with grant recipients to design, implement, monitor, and report on programs directly responding to the COVID-19 public health and economic impacts.
- In support of the September 11th
   Victims' Compensation Fund, Rob led
   a team that reconstructed business
   and personal records in order to
   substantiate losses for victims and
   their families.
- In response to the Deepwater Horizon/BP oil spill, Rob spent two years processing the claims for over 8000 businesses that were impacted.



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 Rob was part of the turnaround team at the Atlanta Public School system following a major academic cheating scandal.

- Hogan Forensics
   Forensic and Intelligence
   Consultant
- Contino
   Senior Analyst
- Atlanta Public Schools
   Internal Auditor
- Amazon
   Fraud Prevention Program
   Manager
- Gulf Coast Claims Facility
   Forensic Accountant
- MKI, Inc.
   Managing Partner





### **Brad Boullion**

### **Director - Grant Construction Project Specialty**

Brad's primary focus as Director of the Grant Construction Project Specialty is to provide clients with the tools necessary to plan and/or respond to disaster events. Brad oversees DRS' "Boots on the Ground" construction consulting team who works side-by-side with our clients – and their vendors – throughout the entire recovery life cycle. Integrating his project management experience, Brad coordinates all aspects required by contractors including federally procured and compatible contracts, damage assessments, scope development, change orders, project timelines, and closeouts that result in successful outcomes for DRS clients.

### Experience

Brad joined DRS after serving fifteen years as CFO with Hardin-Jefferson ISD. Within this key role, Brad provided oversight for all operational aspects, including the development, management, and implementation of a \$25 million dollar district budget. Project Management has been the core of Brad's career as he managed the District's Hurricane Harvey recovery since 2017. Brad was integral in the pre-disaster planning, contracting, and contractor management throughout the District's recovery. Managing cost and scope, Brad was able to recover their full remediation cost including a \$4 million dollar temporary campus. Brad continues to provide construction management support for the District during the construction phases of the recovery process through DRS' project management platform. He now takes all of this experience and brings it to DRS clients, providing them with a level of service that is unmatched in the industry.



### **Employment History**

- Managing Consultant Disaster Recovery Services, February 2022-present
- Director of Operations- Hardin Jefferson ISD, 2007-2022
- Accountant Lumberton ISD, 2005-2007
- Staff Accountant Cook, Shaver, Parker & Williams, 2003-2005

### Education

- Master of Science in Accounting-Texas A&M University
- Bachelor of Business
   Administration in Accounting 
   Texas A&M University

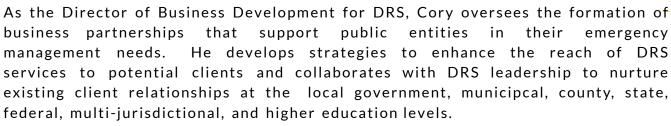
### **Licenses & Certifications**

• Certified Public Accountant



# **Cory Brandt**

### Director of Business Development





Cory is the Director of Business development for DRS with years of experience overseeing fostering business operations, relationships among strategic partnerships, and managing program delivery for diverse projects across many industries. He specializes in the strategic oversight of tracking trends and variations in program delivery and developing protocols to enhance the quality of disaster relief response. In addition, Cory's expertise in FEMA Section 428 - Alternative Procedures grants 50% rule determinations strenthen his ability to provide strategic guidance to current and future DRS public entity clients.

### **Experience**

Early Cory his career, organized databases program and fostered professional relationships with local government officials. Cory then pursued leadership roles within sales and recruitment positions for various

companies serving both public and private industries. Cory's extensive experience with business operations across many sectors allows him to provide expert oversight and direction of current DRS business practices. Cory is passionate about staying ahead of industry trends in emergency operations and response to better serve his clients.

#### **Notable Accomplishments**

- Developed tracking protocols for business operations to ensure timely delivery of services to clients.
- Design of quality disaster relief protocols to aid response time in storm-related debris removal.
- Creation of workflows, training, and SOPs for future disaster recovery transparency and efficiency.
- Developed detailed checklists and analyses to equip disaster response field staff.
- Completion of FEMA Grants Manager and PDMG training.



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### **Education**

Bachelor of Arts in History, University of California - Los Angeles

#### **Certifications**

FEMA 01000 through 01027, 00158, 00162

### **Employment History**

- Disaster Recovery Services, VP of Business Development, 2021 - present
- Hagerty, Inc., Operations Specialist, December 2020 - August 2021.
- Serco, Inc., Complex Projects Specialist, April 2019 - December 2020
- FEMA, Program Delivery Manager (PDMG), April 2019 - November 2019
- Granite Escrow & Settlement Services, Branch Manager, March 2015 - April 2019

### **Disaster Experience**

- DR4558, DR4569 California Wildfires
- CDAA Declarations Bobcat and Mountain View Fires
- DR4332 Hurricane Harvey
- DR4413 Texas Severe Storms and Flooding



# **Spencer Copeland**

### Senior Consultant

As a Senior Consultant for DRS, Spencer brings a wealth of experience in navigating the complexities of FEMA's Public Assistance (PA) Program. His perspective from having led teams at the state level in PA grant monitoring and compliance informs the strategic expertise he offers to public entities to optimize physical and financial recovery. Spencer's expert knowledge of public policy is of significant value and enhances the advisory services he provides to clients and the DRS team.



Spencer has years of experience with FEMA PA grant implementation and compliance monitoring. His experience includes providing advisory services to governmental bodies, public agencies, and private non-profits as they recovered from federally declared disasters, such as COVID-19, Hurricane Harvey, and Hurricane Ike. Spencer also assisted the Texas Division of Emergency Management in administering over \$800 billion in federal obligations to include guiding on various federal and state laws, regulations, and policies associated with the PA Programs. His PA knowledge, coupled with his understanding of federal and state policies affecting the disbursement of funds during a disaster, makes Spencer uniquely qualified to support clients in disaster recovery efforts.

### **Notable Accomplishments**

- Mayoral Appointee to Huntsville Public Library Advisory Board
- Texas State University System
   Student Regent-Gubernatorial
   Appointment
- Honorary Resolution Passed by the Texas State University System Board of Regents
- Order of the Sword and Shield Sam Houston State University Chapter President

### **Education**

- Master of Science, Homeland Security Studies, Sam Houston State University
- Bachelor of Science, Criminal Justice, Minor in Sociology, Sam Houston State University



### **Licenses and Certificates**

FEMA IS-100, FEMA IS-200, FEMA IS-300, FEMA IS-395, FEMA IS-400, FEMA IS-454, FEMA IS-523, FEMA IS-700 FEMA IS-701, FEMA IS-702, FEMA IS-703, FEMA IS-706, FEMA IS-800, FEMA IS-821, FEMA IS-860, FEMA IS-913, FEMA IS-921, FEMA IS-1000, FEMA IS-1005, FEMA IS-1017, Critical Infrastructure Protection Certificate

- CohnReznick
   Government and Public
   Sector Advisory
- Assistant Committee Clerk for Texas House of Representatives
   Insurance Committee







# Quinn Moody, CFM

Senior Consultant

As a Project Lead and FEMA Claims Consultant for DRS, Quinn focuses on coordinating FEMA Public Assistance recovery projects in both field and office environments where she leads teams of project specialists in support of disaster recovery.

### **Current Responsibilities**

Quinn is a Senior Project Manager for DRS with over 10 years' experience leading and coordinating FEMA projects for public entities following catastrophic events. She specializes in strategic oversight throughout the entire FEMA recovery process, leading teams of project specialists in providing disaster recovery support to clients.

### **Experience**

Quinn has experience as FEMA Task Force Lead and Program Delivery Manager for DR-4332 (Hurricane Harvey), a FEMA Site Inspector for DR-4277 (Louisiana Flooding), and a FEMA Project Lead on Environmental Impact Assessments for DR-4085 (Hurricane Sandy) where she managed FEMA Public Assistance grant applications for sub-recipients, developed hundreds of project worksheets to capture disaster-related damages, conducted weekly

meetings between recipient, subrecipient, and FEMA, validated damages for completed work through site visits and invoice review, and reviewed site inspections to ensure scope of damages was accurately captured. Quinn has trained staff on technical recovery aspects, and has familiarity with 2CFR, 44CFR, and FEMA's Public Assistance Program and Policy Guide. She began a disaster recovery career in 2008 working for FEMA where she gained experience redesigning FEMA's flood insurance studies and rate mapping system to determine areas located within Special Hazard Flood Zones while establishing base flood elevation studies. She is a Certified Flood Plain Manager since 2009 and has extensive experience with the interpretation of FEMA's flood mapping system, as well as the impact on locations that suffered extensive damage.

### **Education**

 BS Environmental Studies, Warren Wilson College, NC

#### **Certifications**

• Certified Floodplain Manager

- Disaster Recovery Services, 2018-present
- Dewberry, 2008 2018





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### Nikolas Simonson

### Senior Consultant

Nik's consulting experience spans across multiple sectors and service lines. As a Managing Consultant for DRS, Nik plays an integral role in helping organizations navigate the complexities of FEMA's Public Assistance (PA) program. His FEMA Program Delivery Management experience, Federal Regulatory Policy expertise (Stafford Act, CFR, NEPA, CWA, CAA, ESA, NHPA), and technical background allow him to advise his clients in how to effectively streamline the claims process for infrastructure losses and eligible force account disaster recovery projects.

### Experience

A survivor of a disaster himself, Nik personally understands the devastating impacts extreme weather events can have on aging infrastructure and vulnerable communities. Before joining DRS, Nik worked as a FEMA Public Assistance Program Delivery Manager supporting Hurricane Harvey (FEMA-4332-DR).

As a government contractor deployed with Flour Corporation (multi-national engineering firm), Nik's technical background and relationship building skills allowed him to have a profound operational impact in Texas's recovery efforts following the historic 2017 Atlantic Hurricane season. Nik also has experience as a member of the State Agencies and Alternate/Improved Project Review Teams, where he provided project management oversight

for dozens of applicants, overseeing several hundred million dollars in obligated funding. His extensive experience extends to formulating complex infrastructure technically projects with damages that often triggered floodplain issues, historic preservation, 406 Hazard Mitigation, codes and standards, 50% Rule Analysis (Repair vs Replacement), as well as "critical action" and "substantial damage designations." Through this experience, Nik has developed an eye for detail, becoming an expert in identifying eligibility concerns that threaten project close-out or create delays in grant obligation.

Nik is scrupulous in his approach to claims management. He believes communication and collaboration are essential elements to successfully executing disaster recovery plans specifically tailored to individual clients. His strengths include preliminary damage assessments, utilizing Grants Portal to facilitate project development, completing site inspections, developing a DDD/SOW, and satisfying documentation/EEIs to support claimed costs.

Before transitioning to disaster recovery work, Nik was an environmental project manager for a national engineering firm, Volkert, Inc. Nik's science and engineering background coupled with his strategic planning skills make him an excellent and well-rounded project manager. While working at Volkert he led coastal restoration projects funded through the RESTORE Act, and also provided environmental monitoring/permitting.



Historically, Nik's projects have primarily been focused in the midwestern and southern United States. Nik is particularly competent in claims at the intersection of disaster restoration and utilities/energy infrastructure. He has direct project management experience working with state and federal agencies on transportation sector construction/environmental feasibility and is especially interested in power generation and transmission projects that help build more resilient energy systems.

His prior consulting experience includes regulatory compliance, water resources management, delineating wetlands, hazardous materials and cultural resources screenings, PD&E air quality and noise studies, conducting threatened and endangered species surveys, environmental site assessment and wildlife habitat evaluation. Nik has authored several planning documents; including Environmental **Impact** Statements, Habitat Conservation Plans, Air and Noise Analysis Technical Reports, Watershed Management Plans, Phase I Environmental Site Assessments, and Categorical Exclusion Permitting Documents.

During his undergraduate studies Nik was trained as a community organizer.

While employed for Dane County he co-developed a water-related after school education program targeting under-served youth in Madison, Wisconsin. The 7-week pilot program aimed to build watershed literacy and promote partnerships between local schools, community centers, and Dane County UW-Extension. As community engagement specialist, Nik provided educational training, organizational resources and capacity building support to approximately 30 local NGOs interested in water quality monitoring and other volunteer initiatives that supported ongoing efforts to manage nutrient pollution, reduce soil erosion, and preserve biodiversity of riparian systems in the Yahara Watershed.

Early in his career Nik also worked as a legislative aid and provided constituent services in the Wisconsin State Legislature. As a technical writer he drafted legislative priorities for consideration and proposal in the Wisconsin State Senate. Nik is currently pursuing a master's degree in Civil Engineering at the University of Washington.

#### **Education**

- Bachelor of Science: Environmental Science; Community and Environmental Sociology, University of Wisconsin-Madison
- M.S. Civil Engineering: Energy Infrastructure (Candidate), University of Washington

#### Credentials

- The United States Emergency Management Institute Public Assistance Training
- U.S. Army Corps of Engineers
   Wetland Identification and
   Delineation Training Course
- Federal Wetland Regulations and Compliance Workshop

- Disaster Recovery Services, LLC, May 2020 to present
- Fluor DR-4332-TX (Hurricane Harvey), Public Assistance Program Delivery Manager, 2017 - 2020
- Volkert Inc., Environmental Project
   Manager, 2015 2017
- Dane County Land and Water Resources Department, Community Engagement Project Specialist, 2014 - 2015
- City of Madison, "Turn on Johnson" Project Coordinator, 2014
- Wisconsin State Legislature, Legislative Aid, 2011-2014





# James D. Peterman

### Senior Estimator / Construction

James is a Senior Estimator for DRS with over 29 years of experience in providing construction management for commercial/heavy industrial construction projects and 15 years of project management experience. James specializes in coordinating and managing complex property damage losses, particularly where FEMA Public Assistance funding is involved. In addition to defining scope of damages and repair work through detailed cost estimating, James prepares cost schedules for completed work and cost estimates for work to be completed, determines wind and flood damages and special flood hazard zones, identifies hazard mitigation proposals, offers risk analyses of environmental and historic preservation considerations, identifies code and standard upgrades, and assesses industry best practices in conjunction with policy and regulatory implications.

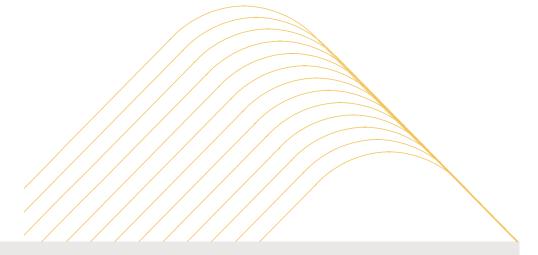
### Experience

James worked as a Technical Assistance Contractor, known as the "Public Assistance Assistance Technical Contract (PA TAC)", providing technical assistance support for FEMA disasterrelated operations throughout the U.S. While working as a TAC, James' responsibilities included conducting site-assessments, writing damage descriptions and dimensions (DDD) and scopes of work (SOW) to repair/ replace damaged public infrastructure, and developing cost estimates for the Federal funding of those projects. He has monitored construction work to ensure compliance with approved SOWs and FEMA Public Assistance policies and procedures. James has also provided

other technical, cost estimating, and disaster recovery and/or management services while supporting technical professionals in recovery scenarios. James has expert experience in FEMA's Cost Estimating Format (CEF) and in the use of the RS Means estimating tool.

### **Education**

- Associates of Applied Science in Building Construction, Hill College
- BS in Business Management,
   University of Mary-Hardin Baylor





# Jeff Finke

### Senior Consultant

Jeff is a Senior Consultant for Disaster Recovery Services, LLC (DRS) where his responsibilities include representing public entities to maximize federal grants and insurance proceeds for damages sustained from federal disaster declarations.

### **Experience**

Jeff has extensive experience in project management, construction management, standard of care evaluation, project control management, claim negotiation, asset management and acceleration, disruption and productivity analysis, and delay analysis for both public and private entities.

Jeff's emergency management experience is greatly complimented by his 35 years as a general contractor in the industrial, commercial, and residential construction industry. After graduating college in 1978, he began his career as a GC in his home town of Williamsport, PA. As a general contractor, his firm handled several new construction projects in the transportation field that included the Williamsport Transit System Offices & Maintenance Building, Williamsport Regional Airport Terminal, Williamsport Regional Airport Maintenance Building Expansion and the Pennsylvania State Police Helicopter Center. In 1995 Jeff

accepted a presidential appointment in Washington, D.C. to the Federal Management Emergency Agency working in the Public Assistance Response and Recovery Program. He represented the Office of the Director for the Agency in assisting with assessment, procurement, recovery, mitigation and grants management for multiple state and local government entities devastated by natural disasters. During his assignment with FEMA, Jeff was instrumental in forming the Expedited Closeout Division and was responsible for handling expedited grant closeouts for FEMA Regions I, II, III. IV and VI.

Jeff left FEMA in 2001 and partnered with the outgoing FEMA Director, James Lee Witt, at James Lee Witt & Associates to provide disaster recovery and mitigation services on a consulting basis. In this position he proficiently handled assessment, procurement,

recovery, and grants management for multiple state and local government entities devastated by natural disasters. While representing Witt & Associates, Jeff managed the University of Houston's recovery from Tropical Storm Alison, he assisted the Texas Medical Center in Houston with their recovery from the same storm, and in 2004, after four hurricanes devastated the State of Florida, he assisted Oseola County Government in Kissimmee, Florida with their total recovery.

In 2006, Jeff, along with three others, formed Vikings, LLC., Midas Construction Company and Juliette Falls, Inc. and began development of a 530-acre PUD Project in Dunnellon, Florida. Jeff was Onsite Managing Partner and COO of all three corporations, overseeing daily operations. During this position, he expanded his knowledge base in the commercial and residential construction management industry.

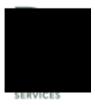


In 2012 Jeff was retained as a Senior Claims Consultant with Marsh Risk Consulting based on his experience in the following fields; general contracting, commercial/residential development, disaster recovery services, and Federal Grant procurement/management. Since 2012 Jeff has applied his extensive experience and knowledge base of disaster recovery, grants management and the construction management industry to successfully service public entity clients.

### **Education**

BS in construction management,
 Penn State University/Pennsylvania
 College of Technology of Washington





# Ryan Stykel, CPA, CFF

### Senior Consultant

As a Senior Consultant with DRS, Ryan combines expertise in commercial property losses, knowledge of the FEMA Public Assistance Program, and forensic accounting skills to support clients in maximizing their physical and financial recovery from catastrophic events.



### **Current Responsibilities**

Ryan is a Senior Consultant for DRS supporting clients through the commercial property insurance and FEMA claims process. Ryan specializes in strategic oversight across the disaster recovery stages, leading teams of specialists in providing disaster recovery support to clients. Ryan has a solid forensic accounting background that ensures every recovery dollar is accounted for and protected.

### **Experience**

Ryan has ten years of experience in claims preparation, auditing, and forensic accounting. He has supported clients by providing hands-on support through a wide range of expert services. These services include quantifying and documenting an event's full financial impact, interpreting various policy coverages, and negotiating claims with third-parties, strategically assuring that physical and financial recovery is optimized.

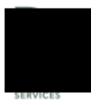
#### Education

St. John's University Bachelor of Arts Accounting and Finance

### **Licenses & Certifications**

- Certified Public Accountant
- Certified in Financial Forensics

- Disaster Recovery Services, LLC Senior Consultant
- Marsh
   Vice President
   Forensic Accounting and
   Claim Services



## Erin Walsh

### Senior Consultant

As a Senior Consultant for DRS, Erin brings a wealth of experience in analyzing client financial statements and preparing loss estimate schedules related to disaster recovery. Erin understands the complexity of coordinating with the client's financial team, risk management team, insurance adjusting team, and others to capture the full loss associated with a catastrophic loss. Erin's forensic accounting skills are of significant value to DRS clients in the optimization of funding.

### **Experience**

Erin performs financial analyses to capture the full scope of loss for negotiation and settlement of complex insurance and FEMA claims. She has skill in preparing Anticipated Maximum Business Interruption Loss (AMBIL) studies that assist the client in adequately planning and preparing for the loss of revenue that can accompany disaster events. Erin's expertise in the preparation of loss estimate schedules and financial model forecasting provides clients with assurance in navigating a successful financial recovery.

- As a MLP Tax Accounting Intern with PricewaterhouseCoopers, verified hypothetical Schedule K-1s to ensure correct function of software calculations.
- Chi Omega Young Alumnae of Dallas (Night Owls) Secretary of VP and Marketing
- Member of Think Ahead Group (TAG), Slipper Club of Dallas, and Young Risk Professionals (YRP)



### **Notable Accomplishments**

 Led a team of eight in the monthly multi-million dollar invoicing process to ensure the accuracy of reports, timely delivery to the client, and minimization of capital charges.

### **Employment History**

- Marsh & McLennan Companies
   Assistant VP
   Forensic Accounting and Claims
   Services
- Accenture
   Corporate Financial Analyst
   State of Texas Medicaid

### **Education**

Bachelor of Business Administration, Accounting, Minor in Spanish Southern Methodist University







### Managing Consultant



### **Current Responsibilities**

Kelsie is a Managing Consultant for DRS that brings 6 years of experience in government and public sector advisement. She specializes in emergency management and has expertise in federal grant management and policy management.

### **Experience**

Kelsie comes to DRS after serving six vears with CohnReznick LLP. She started as a consultant for the advisement firm and held two other titles, including senior consultant and manager. Within these roles, Kelsey provided oversight and technical assurance to over 500 state agencies, countries, and local municipalities throughout Texas and Western North Carolina. She also led a team of recovery personnel responsible for the execution management of FEMA's Public Assistance Program for 14 declared disasters in Texas and 6 declared disasters in Western North Carolina.

### **Notable Accomplishments**

- Oversaw the distribution of over \$700 million in FEMA Public Assistance funding.
- Strong track record of leading teams, business proposal development, and grant management.
- Oversaw FEMA's Public Assistance Program for 14 declared disasters in Texas and 6 declared disasters in North Carolina.

#### **Education**

- Master of Professional Studies in Homeland Security - The Pennsylvania State University
- Bachelor of Arts in Criminal Justice -Sam Houston State University

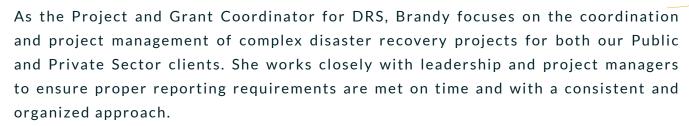
- Managing Consultant -Disaster Recovery Services, 2022-present
- Manager CohnReznick LLP, July 2021- July 2022
- Sr. Consultant CohnReznick LLP, July 2021-July 2022
- Consultant CohnReznick LLP, July 2021-July 2022







### Project and Grant Coordinator



### **Current Responsibilities**

In her role as Project and Grant Coordinator for DRS, Brandy brings over 20 years of experience in project coordination and process management. She focuses on the coordination and project management of complex disaster recovery projects. Brandy works closely with leadership and project managers to ensure proper reporting requirements are met on time and with a consistent and organized approach, whether it is a commercial insurance claim or a public assistance grant project. She also leads the process and protection of document retention protocols to satisfy the threeyear maintenance period that concludes every project DRS completes. Brandy's ability to work closely with our talented team of professionals while tracking important project due dates and milestones is a second line of support to ensure a recovery experience unlike no other.

### **Experience**

Brandy comes to DRS with over 20 years of experience in project coordination and process management. In her previous role, Brandy was responsible for multiple deliverables while working with a multi-milliondollar private company in the Waste Brandy's responsibilities included growth initiatives, property acquisitions, tax incentive programs, marketing, product education, and technical support relations. Before that, Brandy worked at PricewaterhouseCoopers as Manager and Project Coordinator of the Graphic Design team responsible for prioritizing and managing traffic flow of all Greater Area projects including Chicago million-dollar proposals, deployment of all design resources, and managing partner expectations to achieve the goal and vision of all project deadlines.

### **Notable Accomplishments**

- Substantial expertise in project management.
- Track record of revenue enhancement and award management.
- Expertise in marketing and graphic design management.

### **Education**

• Columbia College, Chicago IL

- PRT LIDS Schaumburg, IL, 2016-2022
- PriceWaterHouseCoopers -Chicago, IL, 1997-2009



### TAB 5 References

#### **HUMBLE INDEPENDENT SCHOOL DISTRICT**

#### 10203 Birchridge Dr., Humble, TX 77338

#### **Contact:**

Laura Ham
Director of Accounting &
Financial Reporting
281-641-8016
laura.ham@humbleisd.net

Years: 2017 to current including Hurricane Harvey

#### Services Performed:

Humble ISD sustained significant Harvey damage. We were engaged to provide insurance and FEMA project management claims consulting to help Humble ISD recover \$100M in estimated losses. Our team has achieved success in helping Humble ISD optimize their recoveries between insurance and FEMA and were vital 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 to Harvey to receive Category E funding from FEMA and the first applicant to have a 406 mitigation approved.

### VIDOR INDEPENDENT SCHOOL DISTRICT

### 120 E. Bolivar, Vidor, TX 77662

#### **Contact:**

David Croak Assistant Superintendent 409-951-8704 dcroak@vidorisd.org Years: 2017 to current including Hurricane Harvey

#### Services Performed:

Vidor ISD sustained significant Harvey damage. We were engaged to provide insurance, and FEMA claims consulting to help Vidor ISD recover \$40M in estimated losses. 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.

### SEDGWICK COUNTY

### 525 N. Main, Suite 823, Wichita, KS 67203

#### **Contact:**

Lindsay Poe Rousseau Chief Financial Officer 316-660-7591 Lindsay.PoeRousseau@ sedgwick.gov

#### Years:

2020 to current

### Services Performed:

DRS is currently engaged by the County in COVID-19 recovery and grants management. 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.



# NEW JERSEY TRANSIT AUTHORITY

# Maplewood, NJ

#### **Contact:**

Nancy E. Medwid, Esq. Director, Risk Management and Insurance 973.491.7167 nmedwid@njtransit.com Years: 2011 to current

#### **Services Performed:**

DRS was 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.

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

#### Contact:

Carrie Frandsen
Director Systemwide
Enterprise Risk
Management
510.599.9846
Carrie.frandsen@ucop.edu

#### Years:

2020 to current

#### **Services Performed:**

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.

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.



#### **UNIVERSITY OF HOUSTON**

#### 4800 Calhoun Rd., Houston, TX 77004

#### **Contact:**

Karin Livingston Associate Vice Chancellor/ Associate Vice President for Finance 713-743-4415 klivingston@uh.edu

#### Years:

2001 to current

#### **Services Performed:**

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. We were rehired 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.

# METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY 1417 Murfreesboro Pike, Nashville, TN 37217

#### Contact:

Talia Lomax-O'dneal Director of Finance 615-862-6151

talia.lomaxodneal@nashville.

gov

#### Years:

2010 to current

#### Services Performed:

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 worksheets. More than 30 different County departments were involved, and we lead and coordinated the disaster recovery and claim financial tracking efforts.

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 recovery related to 2019 Tornadoes, and 2020 COVID-19 and Derecho.



# TAB 6 Cost Proposal

See Bid Tabulation Excel Sheet Submitted through Bonfire.

DRS Rate Sheet is also listed on the following page.





# TAB 7 Section Two - Required Forms

## **PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION**

<u>Diversity Vendor Certification Participation</u> - 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, disable 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)		
υ.	Respondent certifies that this firm is a SBE or DBE	☐Yes ⊠	No
	·	□ res □	INO
	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)		
u.		☐Yes ⊠	No
	Respondent certifies that this firm is an HUB	□ res 🖂	INO
	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.	<u>Other</u>		1
	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.

ls your	company the subject of any unresolved findings for recoveries?
	Yes
$\boxtimes$	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
$\boxtimes$	No
•	ow will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated ne to time upon CCOG's approval.
Bidder R	esponse: 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 <u>Disaster Recovery Services</u>, <u>LLC</u>, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the Unites 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 <u>Disaster Recovery Services</u>, <u>LLC</u>, 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.

#### <u>AND</u>

I, John M. Albrecht, hereby certify and affirm that <u>Disaster Recovery Services</u>, <u>LLC</u>, is not on the list established by the Ohio Secretary of State, pursuant to <u>ORC Section 121.23</u>, 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 <u>Disaster Recovery Services</u>, <u>LLC</u>, 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: <u>Disaster Recovery Services, LLC.</u>

Mailing Address: 2229 San Felipe Street Suite # 1200

Houston, Texas 77019

h m alling

Email Address: jalbrecht@disastersllc.com

Job Title: <u>CEO</u>

## **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: <u>John M. Albrecht</u>

Mailing Address: 2229 San Felipe Street Suite #1200

Houston, Texas 77019

h m aller

Signature

Title of Signatory: <u>CEO</u>

#### **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 :	fle maling
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.

m all

Signature:

Date: 02/15/202

## **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? <u>JMA</u> (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 mut 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? <u>JMA</u> (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.

#### 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? <u>JMA</u> (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 determinate 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? <u>JMA</u> (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? <u>JMA</u>
(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? <u>JMA</u> (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? <u>JMA</u>
(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? <u>JMA</u> (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? <u>JMA</u> (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? <u>JMA</u> (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? <u>JMA</u>
(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? <u>JMA</u>
(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 nonferrous 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? <u>JMA</u> (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? <u>JMA</u> (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

fle maleurs signature:

John M. Albrecht Printed Name:

Disaster Recovery Services, LLC. Company Name:

2229 San Felipe Street Suite #1200 Houston, Texas 77019 Mailing Address:

<u>CEO</u> Job Title:

## **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? <u>JMA</u>

(Initials of Authorized Representative)

Date: <u>02/15/2022</u>

# 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 entertext., certify that I am the sole owner of Click or tap here to enterte xt, 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

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:

Job Title:

Subscribed and sworn before me

July A

My commission expires 01 905, 20 24

SEAL

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

Company Name: <u>Disaster Recovery Services, LLC</u>

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 <u>Federal Letter of Affirmative Action Plan Approval</u>
- 2. A photo copy of their <u>Certificate of Employee Information Report</u>
  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:

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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

fle maleurs

#### 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 <a href="https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html">https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html</a> 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:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o 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 -	Ven	dor In	form	ation
----------	-----	--------	------	-------

Vendor Name:		Disaster Recovery Serv	ices, LLC	
Address: 2229		9 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 <u>N.J.S.A.</u> 19:44A-20.26 and as represented by the Instructions accompanying this form.

She males It	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			\$	

## **Continuation Page**

C. 271 PC	DLITICAL CONTRIBUTION DISCLOSURE FORM
Required	Pursuant To N.J.S.A. 19:44A-20.26
Page	of

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

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

# 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):

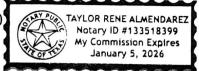
USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  $\underline{WWW.NJ.GOV/DCA/LGS/P2P}$  A COUNTY-BASED, CUSTOMIZABLE FORM.

# **PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business:	
I certify that the list below contains the names and the issued and outstanding stock of the undersigned.	home addresses of all stockholders holding 10% or more of
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	Name: John M. Albrecht
Home Address: 2229 San Felipe St. Suite #1200	Home Address: 500 Seawall Blvd. Unit 1402
Houston, Texas 77019	Galveston, TX 77550
Name: Stockholder Name	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address:	Home Address:
Home Address	Home Address
Subscribed and sworn before me this 15+ day of	(Affiant)
(Notary Public)	John M. Albrecht, CEO
	(Deleterate Revision of Section )

My Commission expires: 1/5/2024

(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:

$\boxtimes$	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.)	
exception	We take the following exceptions/deviations to the general terms and conditions. All ons/deviations must be clearly explained. Reference the corresponding general terms and conditions are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to eral 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.

<u>Redlined copies of this agreement should not be submitted with the response.</u> 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.

$\times$	Bidder agrees to all terms and conditions outlined in the <b>Attachment A - Administration Agreement</b> .
	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, L	LC			
Address	_	2229 San Felipe Street Suite	# 1200			
City/State	e/Zip	Houston, Texas 77019				
Phone Nu	ımber _	713-515-1567				
Email Add	dress _	jalbrecht@disastersllc.com				
Printed N	lame _	John M. Albrecht				
Job Title	_	CEO				
Authorize Signature		fe males	M	<b>-</b>		
Initial Ter	m of the Maste	er Agreement				
Contract	Effective Date:	May 1, 2022				
Contract Expiration Date: April 30, 2026		: April 30, 2026				
Contract	Number:					
		( <b>Note</b> : Contract Number countersigning.)	r will be app	olied prior to CCOG and Equalis Group		
THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC. 6001 Cochran Road, Suite 333 Cleveland, Ohio 44139			EQUALIS GROUP, LLC. 5550 Granite Parkway, Suite 298 Plano, Texas 75024			
Ву:	•		Ву:			
Name:	Scott A. Mor	gan	Name:	Eric Merkle		
As:	CCOG Board	President	As:	SVP, Procurement & Operations		
Date:			Date:			



# TAB 8 RFP Addenda

DRS acknowledges Addenda 1, 2, and 3 issued by CCOG in reference to this RFP.





# **REQUEST FOR PROPOSALS:**

# CLAIMS RECOVERY AND GRANT ADMINISTRATION SERVICES

*RFP #:* COG-2125

# **ISSUED BY:**

The Cooperative Council of Governments
On Behalf of Equalis Group

6001 Cochran Road, Suite 333 Cleveland, Ohio 44139

**DATED:** 

January 28, 2022

# **ADDENDUM #1**

This Addendum #1 amends the Request for Proposal (RFP) for Claims Recovery and Grant Administration Services ("Addendum 1"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #1 is hereby issued to incorporate Proposal Form 24, as provided below, into <u>Section</u> <u>Two</u> of this RFP. This is a required form which must be completed and submitted with the bidder's proposal.



# **ADDENDUM #2**

# **REQUEST FOR PROPOSALS:**

CLAIMS RECOVERY AND GRANT ADMINISTATION SERVICES

RFP#

COG-2125

# **Issued By:**

The Cooperative Council of Governments
On Behalf of Equalis Group

# DATED:

February 18, 2022

This Addendum #2 amends the Request for Proposal (RFP) for Claims Recovery and Grant Administration Services ("Addendum #2"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #2 is hereby issued to make the following changes:

The following document, <u>Attachment C – State Notice</u>, is now incorporated into the RFP document package.



# **ADDENDUM #3**

# **REQUEST FOR PROPOSALS:**

Claims Recovery and Grant Administration Services

RFP #:

COG-2125

# **ISSUED BY:**

The Cooperative Council of Governments
On Behalf of Equalis Group

# DATED:

February 21, 2022

This Addendum 3 amends the Request for Proposal (RFP) for Claims Recovery and Grant Administration Services ("Addendum 3"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum 3 is hereby issued to incorporate the Q & A Summary in to the RFP document package.

## **QUESTION & ANSWERS SUMMARY**

RFP # COG-2125 for Claims Recovery and Grant Administration Services

#### Question 1

Please provide answers to the following questions, regarding this RFP.

- 1. Does the CCOG have a section where we should discuss our grants management system to meet the needs of applications, budgets and monitoring Section 1.5.2 "g" or "h"?
- 2. Should the Scope of Work include:

- a. Documenting the current procedures designed to assess the controls over contract compliance for each grant or just providing process improvement recommendations?
- b. Documenting the Members' grants policies and procedures as it relates to a specific funding source, including management's assertions and methodologies?
- c. Reviewing the current procurement policies and identifying instances of noncompliance with Uniform Guidance?
- d. Documenting methodologies used by management regarding the sub-recipients monitoring requirements of the Uniform Guidance?
- e. Assessing the internal controls and processes involved to monitor sub-recipients, including sub-recipient risk assessments?
- f. Providing training from the tools and procedures noted above to assist the CCOG in continued monitoring efforts as deemed appropriate?
- g. Assisting management with the documentation of the contractor vs. subrecipient evaluation?
- 3. Please provide an example of an acceptable:
- a. "Indefinite Quantity" as described in Section 1.5.2f Additional Pricing Information.
- b. "Relevant Information" as described in Section 1.5.2j Additional Pricing Information. We are providing services rather than materials/parts.
- 4. Is the provision of all the services listed under Section 5. Scope on page 2 of Section One required?
- 5. Would suppliers be considered contractors, or potentially subrecipients? 6. Can you provide a list of members of the Cooperative Council of Governments?

#### Answer 1

Answer to Q1: Bidders are to provide a a detailed description of the products and services included in their proposal in Section Two, Subsection 2.1.1. of Proposal Form 1.

Answer to Q2: The scope is not limited to the services outlined in Section 1, Part 2, Subsection 5 - Scope. CCOG will allow for the inclusion of all products and services that support Claims Recovery and Grant Administration.

Answer to Q3: It is the responsibility of the Bidder to determine the best way to provide pricing while taking into consideration the information provided in Section 1, Part C, Subsection 5 - Cost Proposal & Pricing.

Answer to Q4: Bidders may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. Answer to Q5: There is not enough context to your question to provide an answer.

Answer to Q5: A list of Equalis Group members will be provided to the Winning Supplier(s) at the conclusion of the RFP process.



Is there a file size limit for uploads to bonfire?

#### Answer 2

The maximum file size, regardless of file type, is ~1000MB (1GB) per file.

### **Question 3**

Do you prefer that the documents in Section 2 be submitted in the Section 2 document as one document?

#### **Answer 3**

Bidder can upload the document in any manner that is allowable through Bonfire. Bidder's Cost Proposal will have to be uploaded separately as requested in Bonfire.

### **Question 4**

You mentioned that we have to use your template. Is that only when we are requesting an RFP for products and services?

#### **Answer 4**

The reference to using a template was in reference to using the provided excel template to submit a Bidder's Cost Proposal.

#### **Question 5**

Is the 2% fee a one-time fee or is that throughout the life of the contracted services?

#### **Answer 5**

The 2% is throughout the life of the contracted services. Each time the Winning Supplier.

#### **Question 6**

Will this opportunity only apply to Ohio?

#### Answer 6

No. This contract will be a national contract made available to public agencies across the country.

# **Question 7**



If we do not have an inhouse insurance arm, can we subcontract that service?

# **Answer 7**

CCOG does allow the Winning Supplier to authorize the use of subcontractors, distributors, resellers through the Master Agreement



# TAB 9 Marketing Plan



# **MARKETING**

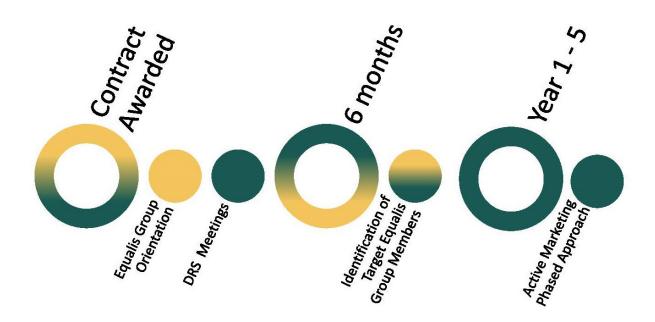
# Marketing Plan

DRS plans to market this and other Equalis Group contracts through a combination of efforts from DRS and the Equalis Group. While traditional cooperative purchasing marketing involves marketing through cooperative purchasing networks and geographic sales teams, DRS has adopted a unique supplement to this approach by marketing disaster-related contract services through our strong relationships within the insurance and risk management space. We market to end-users via risk management organizations such as RIMS (Risk Insurance Management Society), STRIMA (State Risk Insurance Management Association), PRIMA (Public Risk Insurance Management Association) and URMIA (University Risk Management and Insurance Association). Specifically, DRS plans to use both a targeted and phased approach.

DRS currently serves on the NIGP (National Institute of Governmental Purchasing, Inc.) Business Council. We will optimize this established network with public procurement practioners nation-wide to promote the Equalis Group as a proven source for public procurement and contracting compliance.

# **Targeted Approach**

Once Equalis Group has completed training sessions with our partner vendors and DRS, DRS will then work through our targeted approach to identify select Equalis Group members and begin marketing our partners' services directly to those targets.



# Contract Awarded

Shortly after the contract is awarded, DRS will look to have our Equalis Group Orientation where we anticipate company introductions to key personnel at Equalis, identifying resources and support to ensure a successful collaboration moving forward. Additionally, DRS will look to become acquainted with Equalis Group and receive training on what Equalis Group determines to be important business aspects.

# 6 months

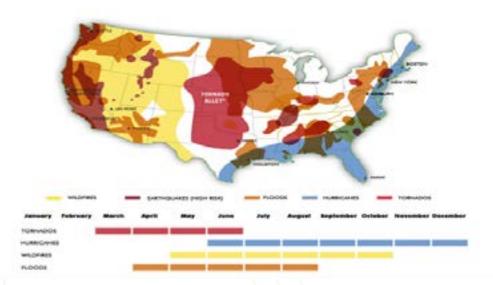
After introductions have been made and a sufficient knowledge base has been established, DRS will look to develop our targeted marketing plan that is based on the geographic frequency of natural disasters and Equalis Group member history.

#### Step 1: Identify Natural Disaster Geographic Regions

Criteria: Regions that have been identified as having a moderate to high risk for Earthquakes, Floods,

Tornadoes, or Hurricanes

Result: 5/9 regions (21 states) identified with highest risk for Earthquakes, Floods, Tornados, and Hurricanes







NOAA Climate Region		Natu	ral Disaster	
NOAA Climate Region	Hurricanes Floods Tornados Earthqu			
Northwest				
Idaho (ID)				
Oregon (OR)	2	X		X
Washington (WA)		Х		X
West	1			
California (CA)		X	×	X
Nevada (NV)		X	X	X
South				
Arkansas (AR)			Х	X
Kansas (KS)		Х	X	
Louisiana (LA)	X			
Mississippi (MS)	х		X	6
Oklahoma (OK)			X	-
Texas (TX)	X	X	X	
Southeast				Ť
Alabama (AL)	X	X		
Florida (FL)	X	X		
Georgia (GA)	X	X		
North Carolina (NC)	X	Х		
South Carolina (SC)	X			X
Virginia (VA)	X	X		
Northeast				
Connecticut (CT)	X			
Delaware (DE)	X			ľ
Maine (ME)	Х			X
Maryland (MD)	Х			
Massachusetts (MA)	х			
New Hampshire (NH)				X
New Jersey (NJ)	X			
New York (NY)	x	X		
Pennsylvania (PA)	1 7	х		
Rhode Island (RI)	×	200,000		4.
Vermont (VT)				×



Step 2: Down-Select to Preliminary Target List within Geographic Regions

Process: Identify preliminary targets within each geographic region through existing relationships and physical characteristics

Goal: To be determined upon greater understanding of current Equalis Group member list

Step 3: Cross-Reference Preliminary Targets with Vendor Client Lists

Process: Cross-reference preliminary targets with vendor client lists to identify members with existing vendor relationships

Goal: To be determined upon greater understanding of current Equalis Group member list

Step 4: Warm Calls to Primary Targets

Process: Use existing relationships to market disaster planning, restoration, and recovery contracts to primary targets Goal: To be determined upon greater understanding of current Equalis Group member list





#### Year 1-5

With an understanding of the suite of service offerings and target marketing list identified, DRS will work with Equalis Group and our vendor partners to actively market the contracts through our phased approach.

Phase I: Educate the suite of vendors on cooperative purchasing, turnkey solutions, and best practices when working with public entities.

Phase II: Educate targeted members on the services available to them through Equalis Group and the benefits to pre-event planning and advance contracting with a goal to secure pre-event contracts.

Phase III: Expand marketing to include a broader audience including risk management organizations. Cross-sell the risk preparedness and disaster restoration services with existing facilities contracts offered by Equalis Group.

Ongoing: Be available to both members and vendors in the event of a catastrophe to provide timely on-the-ground assistance with the coordination of various services and experts.

# FEMA-Specific Approach

With our day-to-day work in the FEMA claims recovery space, DRS has identified a need in the cooperative marketplace for providing a more comprehensive approach than just offering members access to disaster recovery contracts. To better serve the Equalis Group members, we recommend the following layered approach.

#### Level 1

- Develop a core suite of disaster recovery-related contracts that follow FEMA's procurement requirements (2 C.F.R. 200)
- Include FEMA procurement support documents (checklists, federal vs. state vs. local analysis, etc.) that assist procurement practitioners with the 'path' forward for FEMA reimbursement.
- Package / Present the contracts together as a suite to increase adoption of multiple contracts.

#### Level 2

Extend this core suite to include ancillary services in other high-spend categories (ex. HVAC, Roofing, JOC, etc.)

#### Level 3

Become the FEMA Cooperative Procurement Go-To Resource, including:

- Federal Procurement and Contracting Training
- Tabletop exercises for procurement departments
- Boots on the ground following a CAT event to assist procurement department staff



# TAB 10 Additional Resources





# 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, Disaster Recovery Services, LLC 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.



Our leadership team of professionals averages over 25 years of expertise in the disaster recovery, risk management, claims, and preparedness field. We are experts in providing businesses with guidance regarding post-event personnel and financial recovery strategies to ensure that all post-recovery needs are serviced – providing you with peace of mind when you need it most.

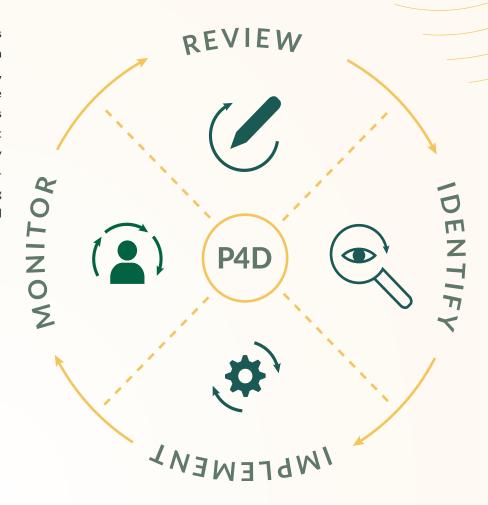
Our P4D approach to disaster recovery planning includes the following 4-dimensions:

#### 1. Review

- Business background
- Risk management plan and resources
- Disaster recovery planning goals
- Policy named locations
- Insurance coverage and risk appetite
- Existing business continuity and/or disaster recovery plans

### 2. Identify

- Key areas for improvement
- Disaster recovery team resources
- Established rate schedules



# 3. Implement

- Disaster recovery strategy and plan
- Standby contracts for critical services
- Online web portal at DRS.box

## 4. Monitor

- Necessary revisions (changes in locations, etc.)
- Insurance coverages, policy forms, and trends
- Annual updates





# Commercial Insurance Claims Recovery and Project Management

The damage following a disaster can be overwhelming. Whether it's due to a fire, flood, tornado, or hurricane, DRS helps you successfully navigate your recovery by guiding you through the insurance claims and project management process. We take what can be confusing, frustrating, and time-consuming, and provide you with the strategy, techniques, and resources to achieve a successful recovery outcome. From optimizing recovery dollars through your available insurance coverages, to decreasing your operational downtime and minimizing lost revenue through effective project management, DRS helps you achieve your claims recovery goals.

# See How We Can Help

Jason Trahan, CPA, CFF, FCPA jtrahan@disastersllc.com

214.563.7957

Cory Brandt cbrandt@disastersllc.com 949.244.1338

# The DRS Steps For a Successful Claim Recovery:

# 1. Define the full scope of the loss.



We help you capture and measure the financial effects of the disaster across the organization and identify all costs and losses related to the event.

# 2. Develop a successful strategy.



We help you review your insurance policies and align your applicable insurance coverages with your organizations' recovery objectives to develop a successful recovery strategy.

# 3. Access expert resources.



We help you gain access to a network of physical recovery experts, at preferred rates, that will represent your interests in the claims process.

# 4. Optimize your claim recovery.



We help you execute the developed recovery strategy by coordinating and managing the recovery process, start to finish, so you can focus on your business.





# By working with DRS, you avoid:

- Wasting time not knowing where to start or what to do next after a loss event.
- The confusion and frustration that often comes with the recovery and claims process.
- Leaving potential claims dollars on the table.

# See How We Can Help

Jason Trahan, CPA, CFF, FCPA itrahan@disastersllc.com

# **Cory Brandt**

214.563.7957

cbrandt@disastersllc.com 949.244.1338

# Client Testimonials

"DRS' personal attention and commitment to our goals was the key success driver in the negotiations with the loss adjusters and insurance."

- Stefan Stubing, VP of Finance Europe, Exide Technologies

"I would highly recommend that if your company were to incur a large insurable commercial property loss, that you strongly consider retaining the services of DRS to lead your claims recovery process."

- J. Marshall Haines, VP of Materials and Logistics, Pace Industries





# FEMA Claims Recovery and Project Management

Providing expert FEMA claims recovery and project management services that focus on helping you successfully recover from disasters such as fires, floods, hurricanes, and tornadoes.

# Disaster Recovery -Insurance and FEMA

A Presidential major declaration triggers an entity's ability to recover uninsured, eligible funding through the Federal Emergency Management Agency's (FEMA) Public Assistance Program.

While FEMA expects an entity to first pursue all insured damages through its own insurance program, the agency will fund eligible uninsured losses that qualify under certain terms and conditions.

Your Disaster Recovery Services team has mastered the interplay between insurance and FEMA and offers a service unmatched by any other consulting firm in the country. We are the only firm that can help you manage both your insurance and FEMA recovery, offering you the best advantage when facing a catastrophic event.

# **FEMA Eligibility**

Disaster Recovery Services can help you determine if you fall within FEMA's eligibility criteria by helping to validate that your entity is an eligible applicant, owns and/or operates eligible facilities and that your damages and associated costs are properly linked back to a disaster event.

Eligible applicants Include:

- Local Governments: Counties,
   Municipalities, School Districts, Local
   Public Authorities, etc.
- Private Non-Profit Organizations:
   Eligible facilities that provide
   critical services (Education, Utility,
   Emergency, Medical, etc.)
- State and Territorial Governments:
   DC, Puerto Rico, US Virgin Islands,
   Guam, etc.

# See How We Can Help

#### **Cory Brandt**

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Deb Gallagher, CPA, CFF, FCPA dgallagher@disastersllc.com 312.925.6086

Jeb McPherson, CPA, CFF, FCPA jmcpherson@disastersllc.com 770.365.7572

Examples of uninsured losses Include:

- Insurance policy deductibles
- Damages valued in excess of insurance policy limits/sub-limits
- Insurance policy exclusions (i.e. infrastructure, mold, asbestos, etc.)
- Uninsured perils (excluding flood)
- Hazard mitigation
- Alternative procedures





# **FEMA Claims Lifecycle**

Your Disaster Recovery Services team will help you navigate the four phases of a complex property claim. We work side-by-side with your internal recovery team until your facilities are fully restored /operational and you have received all available funding. This process can be long and tedious. We have the right tools - customized policies and procedures - to help you navigate the complexities of a combination insurance and FFMA claim.

# Federally Declared Disaster Experience

Disaster Recovery Services personnel have prepared hundreds of complex FEMA and insurance claims totaling billions of dollars after federally declared disasters for states, state agencies, counties, cities, utility authorities, housing authorities, hospitals, higher education systems, independent school districts, and not-for-profits. We have supported public entities through their recovery from many events.



### **How Much Will This Cost?**

We've got some great news to share! Most conventional insurance policies contain Claim Preparation Coverage which typically covers the services our team would perform to help justify and support your insurance claim. If your claim involves FEMA, there are additional opportunities to recover our management costs (indirect and direct) associated with eligible FEMA projects.

We make every effort to minimize outof-pocket consulting fees for our clients. The benefit of hiring Disaster Recovery Services is that you pay one fee!

# See How We Can Help

### **Cory Brandt**

cbrandt@disastersllc.com 949.244.1338

Deb Gallagher, CPA, CFF, FCPA

dgallagher@disastersllc.com 312.925.6086

Jeb McPherson, CPA, CFF, FCPA

jmcpherson@disastersllc.com 770.365.7572



# Managed Vendor Partner Program

Accessing and coordinating disaster response services following an adverse event can be challenging. Through a single point of contact, DRS matches the right experts to your unique loss recovery needs, and provides the on-the-ground support, oversight, and project management services to streamline your recovery process.

From disaster preparedness and mitigation, to response and recovery, you gain immediate access to a comprehensive suite of disaster management services through our Managed Vendor Partner (MVP) Program. Our MVPs are best-in-class, offer competitive pricing, and are able to respond to any size need at a moment's notice.

# See How We Can Help

Dr. Kim Abrego, PT, DPT

kabrego@disastersllc.com

832.499.6597

**Cory Brandt** 

cbrandt@disastersllc.com

949.244.1338

disastersIlc.com



DRS coordinates and manages a broad portfolio of disaster recovery services, including:

# Mitigation, Restoration, and Reconstruction

- Protection and stabilization
- Temporary emergency repairs
- Restoration
- Construction/Reconstruction
- Mobile/Lodging and mobile command facilities
- Portable buildings and support facilities
- Roofing
- HVAC
- Environmental response
- Industrial hygiene

# Claims Recovery and Related Professional Services

- Financial claims recovery consulting
- Construction claims consulting
- FEMA consulting
- Claims project management

# Contents and Debris Management

- Inventory
- Removal
- Monitoring
- Salvage



After a gas leak caused an explosion, a power generation company in Panama used DRS' MVP Program to source and install a replacement barge reducing their period of interruption to less than a year.



A school district in East Texas used DRS' MVP Program to source and install temporary classrooms for 1,100 students within 10 weeks of the flood event, getting students back into classrooms quickly and safely.





# **Managed Vendor Program Partners**

Claims Recovery & Risk Preparedness

**Disaster Recovery Services** 

Contents & Debris Management

Aqua One

Ceres Environmental Services

**RCF Salvage** 

Construction & Reconstruction

**Cotter Consulting** 

**BELFOR** 

**Cotton Commercial** 

ERC Environmental and Construction

Services

Signature Group

**Equipment** 

**AREPA** 

Continental Machinery Company

Sunbelt

Disaster Mitigation & Restoration

Aqua One

Blackmon Mooring Services/BMS CAT

**BELFOR** 

**Cotton Commercial** 

Road Runner Restoration

Signature Group

**Facility Maintenance** 

FacilitySource

**HVAC** 

Daikin

Rheem

**TDIndustries** 

**Incident Management** 

Lone Star Incident Management

Services

Industrial Hygiene / Environmental

Aqua One

**ERC Environmental and Construction** 

Services

Loflin Environmental Services

**Modular Buildings** 

Cotton Commercial

Willscot

**Roofing** 

Aguaseal

**ICC Thermal Imaging** 

**National Roofing Partners** 

RoofConnect

**Power** 

AContact/Aggreko

**Efficient Power Technologies** 



# **Client Testimonials**

"DRS' personal attention and commitment to our goals was the key success driver in the negotiations with the loss adjusters and insurance."

Stefan Stubing, VP of Finance
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"I would highly recommend that if your company were to incur a large insurable commercial property loss, that you strongly consider retaining the services of DRS to lead your claims recovery process."

 J. Marshall Haines, VP of Materials and Logistics,
 Pace Industries

# **About**

Disaster Recovery Services, LLC

Averaging over 30 years in the disaster recovery and planning preparedness space, our personnel have managed and coordinated the successful recovery of hundreds of complex disaster events around the world totaling billions of dollars. As the go-to experts, we hold a unique skillset that combines skilled disaster project management with an in-depth knowledge of financial claims recovery, resulting in a streamlined approach. We provide superior advisory services and on-the-ground support to help you prepare for, respond to, and recover from unplanned events. Our team is made up of accountants, architects, construction consultants, engineers, project managers, and restoration specialists, to name a few, and we have focused our careers on providing turnkey disaster recovery solutions to organizations in need.





# FEMA Procurement Preparedness Reviews: Helping Organizations Optimize Recovery Dollars

Procurement and contracting missteps represent one of the most significant exposures for applicants when it comes to FEMA reimbursement. Navigating unfamiliar rules and requirements after a catastrophic event can put millions of FEMA recovery dollars at risk. Disaster Recovery Services (DRS) can help your organization optimize disaster recovery funding by conducting a FEMA Procurement Preparedness Review.

### The Process

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 FEMA compatibility.



# The Approach

Phase I - During this phase, our thorough gap analysis will identify current areas of significant exposure for non-compliance with FEMA procurement and contracting requirements.

Typical deliverables during Phase I are:

- Gap analysis report complete with recommendations, assessment of current strength for required S/MBE/WBE inclusion, and FEMA procurement support resources
- Customized FEMA procurement and contracting checklists for every level and type of purchase
- FEMA procurement documentation support checklists for every level and type of purchase

**Phase II** - Based on the outcomes of the first phase, DRS provides assistance with the development of a thorough FEMA-compatible procurement strategy.

Typical deliverables during Phase II are:

- Gap analysis of current predisaster, emergency period, and post disaster procurement and contract categories
- Identification of standby contracts available through national purchasing cooperatives
- Recommended verbiage for FEMAcompatible terms and conditions and for bid/proposal templates





#### Customization

DRS understands that organizations are unique in their level and stages of disaster recovery preparation. We work with your organization to provide optional services related to disaster procurement such as staff training on conducting cost/price analyses, development of FEMA procurement standard operating procedures, and process mapping of disaster procurement functions.

# Our Team's Experience

- Our DRS FEMA Procurement professionals have decades of experience serving in the roles of public procurement officers and risk managers. We have the unique perspective of both the client and the consultant.
- Leaders work on a daily basis on behalf of clients with FEMA and state department of emergency management officials to help applicants optimize FEMA recovery dollars. We understand first-hand the challenges and scrutiny that procurement actions undergo for FEMA reimbursement eligibility.

- DRS has active involvement in providing guidance to national purchasing cooperatives to better align their processes and procedures with FEMA requirements.
- DRS currently serves on the Business Council for NIGP: The Institute for Public Procurement, providing guidance and support to NIGP members.
- DRS is a member of National Cooperative Procurement
   Partners (NCPP) which allows our firm to stay out in front of evolving public procurement and supply chain challenges.

# See How We Can Help

Dr. Kim Abrego, PT, DPT kabrego@disastersllc.com 832.499.6597

Shelley Vineyard, MBA, RTSBA svineyard@disastersllc.com 832.603.2251





American Rescue
Plan Act (ARPA)
Grants Management
Assistance

Disaster Recovery Services, LLC 2229 San Felipe Street, Suite #1200 Houston, TX 77019 T| 833.377.4357 (DRS.HELP) E| contactus@disastersllc.com





# **ARPA Grants Management**

The American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds (ARPA-CSLFRF) provided by the US Department of Treasury are intended to address short- and long-term needs associated with COVID-19 and equitable recovery for states and local governments. This funding is provided to:

- » Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- » Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services to help retain jobs;
- » Support immediate economic stabilization for households and businesses; and,
- » Address systemic public health and economic challenges that have contributed to the in-equal impact of the pandemic.

Available through 2024, state and local governments are encouraged to optimize ARPA funding to help their communities' recovery and resiliency objectives over the long term. Disaster Recovery Services (DRS) assists with this process through the implementation of a comprehensive grant management approach that includes formulating a financial recovery strategy that optimizes the use of available COVID-19 funding sources (ARPA, CARES, FEMA, CDBG, etc.).

In execution of the developed recovery strategy, DRS recommends the following proven approach:

- 1. Needs Assessment (internal and external)
- 2. Evaluation and Program Design
- 3. Program Implementation
- 4. Monitoring (internal and external)
- 5. Reporting



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5

6



#### **Needs Assessment**

DRS will schedule and conduct a kickoff meeting with your leadership and primary staff assigned to oversee and implement COVID-19 recovery efforts. This meeting will allow the "team" to work together and gain a better understanding of your:

- COVID-19 recovery efforts to-date, including those programs executed with CARES Act Funding
- Potential needs and projects and their associated complexities
- Priorities for recovery across all available funding sources (ARPA, FEMA, CDBG, CARES, etc.)
- Overall long-term goals and objectives

DRS will then assist with performing needs assessments both internally within the local government and externally within the community. These assessments gather the information necessary to identify and prioritize the internal and external needs that may be addressed with available funding. The results of these assessments help provide the direction and justification for the proposed ARPA spending plan and associated ARPA-funded program.

# Evaluation and Program Design

Based upon information from the Needs Assessment, DRS will work with your ARPA leadership team to identify the organization's top priorities for ARPA funding along with the intended program outcomes. DRS will assist in developing internal spending plans and external community programs that align with available funding sources and optimize long-term recovery and resiliency. Potential uses of funds will

will be evaluated and documented for eligibility and efficacy. After proposed programs have been approved, DRS assists with program design, including identifying the resource requirements and necessary reporting measures associated with successful program implementation according to the 66 available expenditure categories within ARPA.

#### **Program Implementation**

Successful program implementation includes ensuring that 200 federal funding compliance requirements are met, including allowable activities and allowable cost/cost principles, and that programs are executed to meet intended outcomes as determined during the Program Design phase. In addition to performing funding eligibility assessments, DRS will assist in performing risk assessments for sub-recipient programs, assigning appropriate levels of monitoring, and building processes and procedures to help ensure that adequate program monitoring takes place. DRS will also assist with implementation of the federal procurement requirements as determined by 2 CFR 200 for both internal and external programs.

### **Monitoring**

Grant monitoring can require a significant amount of resources. DRS provides grant monitoring assistance for both internal and external programs, helping to ensure that the proper program oversight is in place and that compliance, documentation, and reporting requirements are met for the life of the program. The DRS team will work with your local government team to leverage any existing systems, processes, and procedures already in place to avoid duplication

of efforts while satisfying program requirements.

# Reporting

ARPA SLFRF emphasizes performance reporting, including outcome measures based on both qualitative and quantitative metrics. Throughout the process, DRS will keep the end in mind, helping to design and implement programs that align with community needs while identifying key data elements that best evaluate program efficacy while meeting reporting requirements. The DRS Team will assist in preparing the initial Interim Report, if not already submitted, quarterly Project and Expenditure Reports, and the annual Recovery Plan Performance Reports.

#### **Close Out**

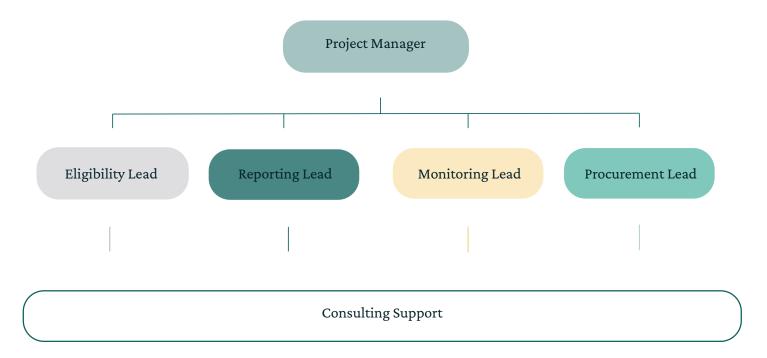
DRS will support your organization with all final-close out procedures including close outs with program subrecipients and close out reporting requirements. DRS will assist with packaging the ARPA program documentation to assist with any financial audits, single audits, and Department of Treasury of OIG audits. DRS will retain grant documentation through the ARPA audit period of 2031.



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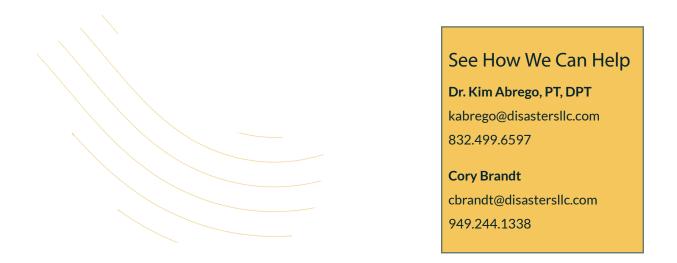


# Typical DRS ARPA Team Structure



# Contracting and Costs for DRS Assistance

ARPA funds can be applied toward direct and indirect administrative costs associated with grant management, making DRS fees eligible expenditures for grant funds.



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