



AGENDA

WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, October 23, 2024

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. OLD BUSINESS
 - 5.1. Cancelling of Beta Jones Contract - Town Manager Lynch 4 - 21
[Beta Jones Master plan](#)
[Invoice 24123-001 \(002\)](#)
 - 5.2. Public Works Director Position - Town Manager Lynch
6. NEW BUSINESS
 - 6.1. Radios for Town - I.T. Director Pakula 22 - 86

Approve Radios
[Agenda Item Report - AIR-24-121 - Pdf](#)
 - 6.2. RFP- Janitorial Services Recommendation - Safeguard Services - Town Manager Lynch 87 - 142
[Safeguard Services](#)
[Agmt \(Janitorial Services - Safeguard\) \(00623670xC4B6A\)](#)
 - 6.3. RFP - Disaster Debris Removal and Disposal Services Recommendation- Town Manager Lynch 143 - 464
[DRC Primary AGMT \(Disaster Debris Removal\) - DRC \(00623901xC4B6A\)](#)
[DRC Pt 1](#)
[DRC Pt.2](#)
[Aftermath Secondary AGMT \(Disaster Debris Removal\) \(00623860xC4B6A\)](#)
[Aftermath Pembroke Park FL Disaster Debris Removal](#)
 - 6.4. Police Chief Draft Agreement - Town Attorney Horowitz 465 - 476
[Decoursey - Police Chief Agreement-10-18-24 II](#)
7. DISCUSSION

7.1. Scooter Safety Ordinance - Mayor Mohammed

7.2. Discussion and possible action to censure Commissioner Geoffrey Jacobs - Clerk Commissioner Hodgkins 477 - 484
[2023-004 Code of conduct \(00598653xC4B6A\)](#)

7.3. Discussion and Possible action to establish a minimum compensation for all Town Employees in the amount of \$52,000.00 per year, effective January 1, 2025 - Commissioner Jacobs, Town Attorney Horowitz

7.4. Initiative Funds - Mayor Mohammed

8. ATTORNEY COMMENTS

9. TOWN MANAGER COMMENTS/REPORTS

9.1. Discussion on Future Workshop Meeting

Approval to Cancel the Wednesday, November 27th Workshop Commission meeting due to Thanksgiving Holidays. **Move the Workshop Commission Meeting to December 2nd, 2024.**

Approval to Cancel the Wednesday December 25, 2024 Workshop Meeting due to Christmas Holidays and New Years Holiday.

10. COMMISSIONER COMMENTS

10.1. Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

11. ANNOUNCEMENTS

11.1. Regular Commission Meeting, Wednesday 13th, at 7:00PM
CALENDAR OF EVENTS
Citizenship Drive, Saturday, October 26th at Town Hall from 10AM to 2PM
Health Fair, Saturday, November 2, 2024
Thanksgiving Giveaway, Monday, November 25, 2024
Toy Giveaway, Thursday, December 19, 2024

12. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Suzi Reutlinger
Acting Town Clerk



April 3, 2024

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan**

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

Thank you for the opportunity to submit the attached Proposal for Professional Services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park.

The attached Proposal outlines the services which The BetaJones Group proposes to provide for this Project. If, at any time prior to signing the Proposal, you would like to insert some additional services or reduce the scope of any service described in this Proposal, please notify me in writing (via letter or email); and I will take the necessary steps to revise the Proposal.

Also, please note that The BetaJones Group, Inc. is connected with an established network of Professionals who provide extended services which cover the entire spectrum of Land Development from Planning and Architecture Services to Surveying and Landscape Architecture services. If you need the services of these Professionals, please don't hesitate to contact me; and I can either bring that Professional to you or put you in touch with them.

Cordially,

Luis A. Betalleluz, P.E.

Principal

business line: 786.284.8828

direct phone: 786.564.6276

fax (toll free): 866.312.8730

email: Luis@betajones.com

daj/LAB
attachments

801 Brickell Avenue · Suite 900 · Miami, Florida 33131



The BetaJones Group, Inc. combines the experience of individuals who have worked in virtually every aspect of Site / Civil Design, Development, and Permitting across the entire state of Florida, the Southeastern United States, and the Caribbean. The firm's "**Expediting Development**" attitude signifies the importance of efficiency by completing projects on schedule and within budget.

EXPERTISE:



- Site Plan Layouts
- Planning and Zoning
- Feasibility and Due Diligence Studies
- Water, Sewer, & Storm Drain System Design
- Engineering Studies and Inspections
- NPDES Monitoring and Reporting
- L.E.E.D. Certification
- Grading and Floodplain Analysis
- Stormwater Management System Design
- Stormwater Pollution Prevention Plans
- Urban Stormwater Management Plans
- Permitting and Agency Coordination
- Earthwork and Construction Cost Estimates
- Peer Review and Value Engineering Analysis
- Contract Administration
- Construction Observation

*For a more complete list of our services,
visit us on the web at www.betajones.com*

EXPERIENCE:

- Single-Family Homes
- Multi-Family Units
- Residential Subdivisions
- Retail Centers
- Shopping Malls
- Restaurants
- Medical Buildings
- Office Complexes
- Industrial Centers
- Schools
- Universities
- Country Clubs
- Golf Courses
- Resorts
- Theme Parks



As land development issues become more complex, costly, and time-consuming; the need for rapid resolution of problems as well as the desire to be confident in the quality of the end product means that an efficient, responsive **Civil Engineering Firm** with knowledge, experience, and talent needs to be introduced in order to assist Clients in reaching their goals. Let us show you how this combination of skill and expertise can progress your projects further, faster, and more effectively.



T H E
B E T A
J O N E S
G R O U P

A CIVIL ENGINEERING FIRM
EXPEDITING DEVELOPMENT
801 BRICKELL AVENUE
SUITE 800
MIAMI, FL 33131
A FLORIDA CORPORATION
CERT. OF AUTH. NO: 27431

Luis A. Betalleluz, P.E., LEED A.P.
President / Project Manager

Graduate of the University of Florida's College of Engineering and President of The BetaJones Group, Mr. Betalleluz provides leadership, professional business ethic, as well as technical expertise in managing, designing, permitting, coordinating, inspecting, and reviewing Civil Engineering Projects. He is a former the Chair of the Builders Association of South Florida's Green Building Council and Environmental Code Committees; and a member of the American Society of Civil Engineers, Builders Association of North Central Florida, American Water Resources Association, Environment and Water Resources Institute, and Transportation and Development Institute. In 2009 and 2010 Mr. Betalleluz was selected by the National Home Builders Association to Judge the best communities built in Florida at the Florida Parade of Homes. In his early profession, Mr. Betalleluz worked for the **White House** Advance Team under President William Jefferson Clinton.

Mr. Betalleluz's civil engineering experience expands across the state of Florida and the Caribbean in both the public and private sectors. His areas of expertise include: project management, comprehensive permitting, site planning, stormwater management facility design, utility transmission system design, grading plan design, hydraulic studies, and LEED certification. His experience includes the planning and design of hydrologic restoration, mitigation projects, new development, renovations, commercial, residential, industrial, and municipal sites. He has performed site-civil services on major projects such as: large residential subdivisions, residential condominiums/buildings, site rehabilitation, commercial centers, industrial parks, mixed-use sites, college campus additions, and roadways.

Mr. Betalleluz also brings specialized services such as extensive experience in the FDEP NPDES Program for Industrial and Construction Activities. Additional expertise in erosion & sedimentation control design & inspection, including Stormwater Pollution Prevention Plans (SWPPP), Cost-Benefit analyses, and construction estimates.

Mr. Luis A. Betalleluz, Licensed Professional Engineer is the Project Manager and Lead Civil Engineer of Record on this Project. With over 20 years of professional experience working throughout the entire state Florida, including some of related professional specialties applicable to this project: Regional Parks, College Campus Improvements, School Board Projects, Community Centers, Playground Areas, Artificial Turf Sport Fields, Athletic Centers, Certified Olympic Track and Field Stadiums, Biking and Walking Trails, and Cost Benefit Analysis. This List make him an expert in engineering design for each specific aspect that is needed for Park and Sports Recreation Projects.

Some of Mr. Betalleluz's designs also have won national park awards, Project of the Year Nominations, amongst many years of design experience.

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- ■ Florida Registered Professional Engineer # 65892
- ■ LEED Accredited Professional – New Construction – USGBC
- ■ AdICPR Stormwater Modeling - Advanced Training Program Certification
- ■ Certified NPDES Erosion Control Mgmt. Inspector – FDEP
- ■ Certified for Maintenance of Traffic (MOT) Plan Design - ATSSA
- ■ Certified in Sales Engineering – University of Florida

EDUCATION

- ■ B.S. Civil Engineering – University of Florida
- ■ Minor in Business Administration – University of Florida

PROFESSIONAL EXPERIENCE

- The BetaJones Group, Inc. –Miami, Florida - Present
 - President
- Langan Engineering and Environmental Services - Miami, Florida - Past
 - Site-Civil Engineering Department Manager - Miami Office
- Water & Air Research, Inc. - Gainesville, Florida - Past
 - Civil/Land Development Engineer
 - Engineer Technician
- Peter Kiewit Sons' Inc./ Gilbert Southern Corp. - Ft. Lauderdale, Florida - Past
 - Civil Engineer

PROFESSIONAL SERVICE AREAS

- Site Plan Design
 - Property Condition Assessments
 - Due Diligence
 - Conceptual Layout
 - Final Site Plan
- Site-Civil Engineering Design & Permitting
 - Green Building Design
 - Stormwater Management Facilities
 - Paving, Grading, and Drainage
 - Utility Transmission Systems
 - Maintenance of Traffic (MOT) Design
 - Waste Management Master Plans
- Erosion and Sedimentation Control Plans
 - NPDES permitting and inspections
 - Stormwater Pollution Prevention Plans
- Industrial activity control reports
- Construction activity reports
- Floodplain Studies
 - Floodplain limit analysis
 - F.E.M.A. Floodplain Certifications
- Construction Engineering Administration
 - Construction Estimates
 - Cost-Benefit Analysis
 - As-Built Certifications
- Hydrologic Restoration
 - Historical site analysis
 - Watershed delineation
 - Groundwater Modeling
 - Mitigation Planning and Design
- LEED Accredited Professional
- Design-Build

RELATED PROJECT EXPERIENCE

- Tropical Park Track & Field/ Football/ Soccer/and Lacrosse Stadium
 - Design and Permitting to upgrade the Tropical Park Track and Field Sports Stadium to include a USATF and IAAF Certified Olympic Track & Field Events Area and an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements.
 - Miami-Dade County, Florida
- Zoo Miami Florida Exhibit & Park Entrance
 - Complete Value Engineering Analysis and Design Review of Proposed Renovation of Zoo Miami.
 - Miami, Miami-Dade County, Florida
- Santa Fe Community College – Pond A
 - Design and Permitting of 20-Acre Master Stormwater Plan.
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Gainesville, Alachua County, Florida
- Miami-Dade County Youth-Fair and Exposition - Sanitary Sewer Evaluation
 - Engineering Study, detailed analysis, and rehabilitation of the existing fairground's 40-year old sanitary sewer system including over 5-Miles of pipe, pump station, sewer laterals, mains, manholes, and cleanouts.
 - Miami-Dade County, Florida
- West Kendall District Park - Phase 1
 - Prime Consultant: Master Plan and engineering design for the development of 155 Acres of existing agricultural land into a new state of the art Park and Recreational Facility.
 - Miami-Dade County, Florida
- Florida Fish & Wildlife CC - Royce Unit
 - 2,700 Acre Hydrologic Study and Hydraulic Restoration Project
 - Highlands County, Florida

■ ■ **North Glade Park Community Center**

- Civil and Structural Design and Permitting of an 4 Acre MDPROS Park Improvement Project in Carol City. Improvements include the modernization of the Park Clubhouse, design of the park basketball courts, parking, drainage, and other infrastructure improvements throughout the park.
- **Silver LEED Certification – Goal**
- Miami-Dade County, Florida

■ ■ **Deering Bay Country Club
(www.dbycc.com)**

- 70-acre Golf Course Redesign Project and conversion into an Arnold Palmer Signature Course. Improvements include Grading and Drainage Rehabilitation of the property.
- Coral Gables, Miami-Dade, Florida

■ ■ **Biscayne Gardens Elementary**

- School Renovation Project
- Design, modeling, and permitting of infrastructure improvements for school including basketball courts and children's play areas
- North Miami, Miami-Dade, Florida

■ ■ **Pinecrest Gardens ADA Walkway**

- Design and permitting of over 2.5 miles of this Botanical Garden's Walking Trails to comply with Florida ADA Code. Design included extensive grading and complicated phasing of the project to avoid destruction of existing botanical plant life adjacent to walking trails.
- Pinecrest, Miami-Dade County, Florida

■ ■ **Broward County Schools Improvements**

- Site Fire Suppression System Modernization to Old School Buildings in Multiple Schools
- Broward County, Florida

■ ■ **Live Like Bella Park**

- Civil and Structural Design and Permitting of an 8.6 Acre MDPROS Park Improvement Project near Homestead. Improvements include the modernization of the Park Clubhouse, covered loggia, additional clubhouse building, and site infrastructure improvements throughout the park.

- **Silver LEED Certification – Goal**
- Miami-Dade County, Florida

■ ■ **St. Thomas University NCAA Sport Field/
Football/ Soccer/and Lacrosse Stadium**

- Design and Permitting for the development of a new NCAA Certified Sports Stadium to include an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements.
- Miami-Dade County, Florida

■ ■ **Pinto's Farm Zoo and Recreational Park
Development Project**

- Design and permitting of water and sewer utilities for a 15-acre agricultural site and farmers market including a potable water well, primary and secondary septic treatment units.
- Miami-Dade County, Florida

■ ■ **Pinto's Farm Land Site Assessment**

- Engineering property assessment to assist the client in the land development, property selection process. The study focused on the current property parameters, constrains, and the feasibility of future development of several properties.
- Miami-Dade County, Florida

■ ■ **Miami Metro Zoo Amphitheatre**

- Renovation of site, drainage, and utilities Zoo main amphitheatre

■ ■ **Haile Plantation Historical Estate**

- Design, modeling, and permitting of site improvements, drainage, and utilities for the 20-acre project. Included the design of museum parking areas, gift shop building with associated infrastructure and drainage repairs for the historical site..
- Kanapaha, Alahua County, Florida

ADDITIONAL PROJECT EXPERIENCE

- ■ **Miami Beach, Bay Road Drainage Improvements**
 - Design and permitting for the design-build of a roadway and major drainage improvements project throughout Bay Road. Including stormwater planning, production of a Master Drainage Plan with the ICPR modeling program.
 - Miami Beach, Miami-Dade County, Florida
- ■ **Santa Maria Golf and Country Club**
 - 700-acre Mixed-Use Project including Retail Center, High and Low Density Residential Areas, Country Club, Banquet Hall, and Jack Nicklaus Signature Golf Course.
 - Panama City, Panama
- ■ **Rio Fajardo (Fajardo River) Mitigation Plan**
 - Hydraulic Study, Mangrove Restoration, Plan for a 85-Acre site near Punta Fajardo, Puerto Rico.
 - Designed and permitted for the U.S. Army Corps of Engineers
- ■ **Miami-Dade Transit Busway Improvements**
 - Design and Permitting of bus stop improvements for ADA compatibility on over 200 bus shelter sites in 12 different Municipalities in Miami-Dade.
 - Doral, Homestead, North Miami, North Miami Beach, Florida City, El Portal, Miami Lakes, Miami Gardens, Surfside, Medley, Opa-Locka, Bay Harbor Islands, Miami-Dade, Florida
- ■ **Miami Free Zone Expansion**
Design, modeling, and permitting of site addition, drainage, and utility improvements, including a 7-Story Parking Garage, Office Building, and parking lot redesign to accommodate standard and oversized vehicle
- ■ **North Miami Bus Shelter and Bus Hub**
 - Design and Permitting of bus stop improvements for ADA compability on over 26 bus shelter sites within the City of North Miami plus the construction of the North Miami Bus Hub by City Hall.
 - North Miami, Miami-Dade, Florida
- ■ **Wynwood Neighborhood Service Center**
 - Government Building site renovation and neighborhood re-development, design, modeling, and permitting of site, accessibility, parking, drainage, community connectivity and utilities for the expansion of Miami's Design District
 - **Silver LEED Certification** – Goal
 - Miami, Miami-Dade County, Florida
- ■ **Dezer/Trump Development Group - Exotic Car Museum**
Property Conditions Assessment Report
 - Engineering Site and Structural Assessment of an existing abandoned gas station for site conversion into car museum, including the identification of development and improvement options
 - North Miami Beach, Miami-Dade County, Florida
 - capacity on a 32- Acre Warehouse Secured Site.
 - Doral, Miami-Dade, Florida
- ■ **Dollar General Franchise Store**
 - Design, modeling, and permitting of site, drainage, and utilities
 - Levy County, Florida
- ■ **I-95 & Pembroke Road Pump Station**
 - Design-Build of 2.5 mile master drainage pipeline and pump station project, including micro tunneling under I-95, trenching and boring under major arterial roadways.
 - Hallandale + Pembroke + Hollywood, Broward County, Florida
- ■ **Seminole - Big Cypress Cemetery**
 - Site improvements and hydrological study for a cemetery expansion, design, modeling, and permitting of site, drainage, and utilities for the Seminole Tribe of Florida.
 - Hendry County, Florida
- ■ **MIA Fumigation Facility**
 - Design, modeling, and permitting of site, parking, and utility improvements for a proposed Miami International Airport fumigation storage facility located at the SW corner of the MIA property.
 - Miami-Dade County, Florida

- ■ **SJRCC Performing Arts Center**
 - Design, modeling, and permitting of site, drainage, and utilities St. John River Community College Arts Center
 - Middleburg, Clay County, Florida
- ■ **Goodwill Industrial Laundry Facility**
 - Design, permitting, and construction management of an industrial water well system, gravity and pressured sewer systems to serve a major industrial laundry facility.
 - Miami-Dade County, Florida
- ■ **Border Patrol Detainee Center**
 - Design, modeling, and permitting of site, drainage, and utilities for the Department of Homeland Security on a 4.3 acre wetland. Project included major drainage design and permitting with the U.S. Corps of Engineers.
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Dania Beach, Broward County, Florida
- ■ **Alhambra West – LEED Certification**
 - Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification**
 - Coral Gables, Miami-Dade County, Florida
- ■ **Department of Military Affairs Miramar Military Base Training Facilities**
 - Design and permitting of military training building addition including site, utility, and, drainage improvements. Permitting through the Department of Military Affairs, City of Miramar.
 - Miramar, Broward County, Florida
- ■ **Seminole Tribe - Hollywood Security Access**
 - Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - Hollywood Seminole Indian Reservation, Broward County, Florida
- ■ **Seminole Native Learning Center**
 - Building conversion and site re-development, design, modeling, and permitting of site, parking, drainage, and utilities of an existing commercial bldg. for The Seminole Tribe of Florida
 - **Gold LEED Certification** – in progress
 - Hollywood, Broward County, Florida
- ■ **Miami Cargo Park**
 - Design, modeling, and permitting of site parking additions, drainage, and utility improvements, including implementation of sustainable products such as permeable asphalt design for a 23-acre, 600,000 SF, Warehouse and UPS distribution Facility.
 - Doral, Miami-Dade County, Florida
- ■ **Robert M. Ballard Armory Expansion**
 - Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
 - Miami, Miami-Dade County, Florida
- ■ **Ensenada Condominiums - 40-Year Recertification Project**
 - Professional Engineering Inspections, Design Improvements, and Construction Administration of the Structural and life Safety Systems of 2-40-Year old, 8-story buildings with 276 unit res. community on an 8-Acre Site
 - Aventura, Miami-Dade, Florida
- ■ **Marina Del Ray Homes**
 - Design, modeling, and permitting of site, accessibility, drainage, and utilities for a 100-Unit Multi-Family Subdivision, 55+ Community
 - Beverly Hills, Citrus County, Florida
- ■ **Promenade at Coconut Creek**
 - Design, modeling, and permitting of site, drainage, and utilities for a Mainstreet Development Mix-use condo, office, and retail lifestyle center
 - **LEED Certification**
 - Coconut Creek, Broward, Florida
- ■ **Karanda I Village Foundation Stabilization**
 - Design and Permitting of Erosion and Sedimentation Control and Foundation Stabilization for a 30-Acre Residential Subdivision.
 - Coconut Creek, Broward, Florida

- ■ **Cycle World Office/Retail Site Renovation**
 - Building conversion from a church to office and retail and site re-development, design, and permitting of site, parking, drainage, and utilities of an existing commercial bldg.
 - Miami-Dade County, Florida
- ■ **Golden Lakes Village Association - Roofing Rehabilitation Project**
 - Design of Roofing Rehabilitation for a 315-acre, 182 multi-family townhome residential subdivision. Including detailed engineering specifications, evaluations and final certification.
 - West Palm Beach, Palm Beach County, Florida
- ■ **Karanda I Village Site Rehabilitation**
 - Design and Permitting of Asphalt Rehabilitation improvements for a 30-Acre Residential Subdivision
 - Coconut Creek, Broward, Florida
- ■ **Seminole - Big Cypress Family Services**
 - Design of parking lot, utility, stormwater system, and grading improvements for Foster Care Facility.
 - Big Cypress Seminole Indian Reservation
- ■ **Seminole Tribe - Ft. Pierce Security Access**
 - Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - Ft. Pierce, St. Lucie County, Florida
- ■ **Kanapaha Station**
 - Design, modeling, and permitting of site, drainage, and utilities for a 3-Acre Strip Mall
 - NPDES Construction Activity Report
 - Alachua County, Florida
- ■ **Karanda I Village Reserve Study & Engineering Estimates**
 - Engineering Estimates for a 30-Acre Residential Subdivision's master improvement and rehabilitation plan
 - Coconut Creek, Broward, Florida
- ■ **Montclair Oaks Multi-Family Subdivision**
 - Design, modeling, and permitting of site, drainage, and utilities for a 100-Unit Multi-Family Subdivision
 - Lake County, Florida

- ■ **Southern Mills Business Park**
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Palm Beach County, Florida
- ■ **Wachovia Center-Tampa-LEED Certification**
 - Production of a Waste Management Master Plan of a 22-story office building with associated parking garage to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Tampa, Hillsborough County, Florida
- ■ **Alhambra Plaza – LEED Certification**
 - Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Coral Gables, Miami-Dade County, Florida
- ■ **Neuhut Commercial Property**
 - Building Additions & Improvement Project
 - Bay Harbor Islands, Miami-Dade, Florida
- ■ **Avila Condominium Capital Improvements**
 - Design, modeling, and permitting of site, parking, drainage, and sewer to rehabilitate a 40-year old, 4, 4-story buildings, 360 unit residential 55+ community on a 10-acre site.
 - Sunny Isles Beach, Miami-Dade, Florida
- ■ **Datran Center 1 and 2 – LEED Certification**
 - Production of a Waste Management Master Plan of 2- 21-story office buildings to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Miami-Dade County, Florida

■ ■ **450 Las Olas Blvd. - LEED Certification**

- Production of a Water Management Master Plan of an 15-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification**
- Miami, Miami-Dade County, Florida

■ ■ **MIA Midfield Phase III**

- Worked on the master takeoff which included pavement rehabilitation, construction of utilities (water, sewer, and drainage), demolition of buildings, clearing & grubbing, and removal of miscellaneous items (airport lights, , bldg. equipment, etc). Served as estimating engineer.
- Miami-Dade County, Florida

■ ■ **The Columbus Center – LEED Certification**

- Production of a Waste Management Master Plan of a 14-story office building on a 3-acre site to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification** – in progress
- Coral Gables, Miami-Dade County, Florida

■ ■ **350 Las Olas Blvd. - LEED Certification**

- Production of a Water Management Master Plan of an 18-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification**
- Miami, Miami-Dade County, Florida

■ ■ **GMAIR Warehouse - Engineering Study**

- Comprehensive engineering analysis of an industrial office/warehouse. Including coordination with regulatory agencies to assist in large scale code

compliance improvements and building rehabilitation.

- Doral, Miami-Dade County, Florida

■ ■ **26 Star Island Residency - Interior and Exterior Railing Systems**

- Structural design, certification and permitting of a luxury hand rail system and gated entrance for a high-end residential estate.
- Star Island, Miami Beach, Miami-Dade County, Florida

■ ■ **1 Brickell Square – LEED Certification**

- Production of a Waste Management Master Plan of a 26-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification** – in progress
- Miami, Miami-Dade County, Florida

■ ■ **Isaia Property Drainage Improvements**

- Design and permitting of a stormwater management system and landscape irrigation system. Including design of a stormwater drainage well, design of a cistern, and associated infrastructure for irrigation purposes.
- Coconut Grove, Miami-Dade County, Florida

■ ■ **Homestead Air Force Base Armory Expansion**

- Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
- Miami, Miami-Dade County, Florida

■ ■ **The Sheldon Hotel – Property Conditions Assessment Report**

- Engineering Site and Structural Assessment of an existing 1943 beachfront hotel along the Hollywood Beach historic boardwalk, including the identification of ADA updates and community connectivity improvements
- Hollywood Beach, Broward County, Florida

■ ■ **280 South Parkway - Seawall Inspections**

- Site Investigation and production of a detailed engineering report on the conditions of an existing inter-coastal

seawall. Including, historical permitting information, seawall component conditions and repair work recommendations

- Golden Beach, Miami-Dade County, Florida

■ ■ NW Industrial Properties - Site Improvements

- Design and permitting of a recycled asphalt and gravel parking area in the vicinity of a designated contaminated zone. Including production of a stormwater management system and associated infrastructure.
- Miami-Dade County, Florida

■ ■ APAC Asphalt SE Plant

- NPDES Industrial Activity Report
- NPDES Construction Activity Report
- Stormwater Pollution Prevention Plan
- Gainesville, Alachua County, Florida

■ ■ Kendall-Tamiami Airport Hangars

- Design and Construction of 2 extra large hangars with driveway, taxiway, reinforced foundation design, with associated parking, utilities, and other infrastructure at Kendall-Tamiami Executive Airport. Served as Project Engineer throughout the Design and Construction of the project.
- Silver LEED Certification
- Miami-Dade County, Florida

■ ■ Opa Locka Airport - Fire-Rescue Heliport

- Design, modeling, and permitting of the Miami-Dade County's Fire Rescue Station No. 25 Heliport with associated infrastructure within the Opa-Locka Airport.
- Miami-Dade County, Florida

■ ■ O'Riley Stores - Sanitary Sewer Evaluation

- Engineering Study, detailed analysis, and rehabilitation of an existing commercial property's sanitary sewer system including pump station, and cleanouts.
- Miami-Dade County, Florida

■ ■ MIA Westside Fuel Tender Facilities

- Construction of the Westside Fueling Facilities with associated parking, access roads, utilities and other infrastructure at Miami International Airport. Served as the Office Engineer throughout the Construction of the project.
- Miami-Dade County, Florida



November 27, 2021
VIA EMAIL AND USPS

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

The BetaJones Group, Inc. (herein, known as the Consultant) is pleased to submit this proposal to the Town of Pembroke Park (herein, known as the Client) for professional engineering services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park (herein, known as the Project).

PROJECT DESCRIPTION

On May 15, 2022, the Town of Pembroke Park contracted The BetaJones Group under a CCNA Civil Engineering Consultant Services Contract.

On March 27, 2024, the Client contacted the Consultant describing the project scope. The Town of Pembroke Park seeks to obtain a Parks Master Plan for the Town. Currently the Town has 2 Parks:

1. Raymond P. Oglesby Preserve – Approximately 18.75 Acres located at 3115 SW 52nd Avenue, Pembroke Park Florida 33023.
 - a. Planned Improvement – Add an Amphitheatre
 - b. Planned Improvement – Replacement of the Tot's Lot
 - c. Planned Improvement – Renovation or Demo and Build of the Public Works / Parks Building at the Entrance
 - d. Planned Improvement – Add an Splash Pad
 - e. Planned Improvement – Keep the Plant Nursery
 - f. Planned Improvement – Highlight of the Memorial Area
 - g. Other Improvements to be discussed with the town.
2. Howard P. Clark Sr. Linear Park – located at 2901 SW 25th Street, Pembroke Park FL 33009
 - a. A Secondary Strip of this Park is located along a lake within the residential neighborhood on the west side of SW 31st Place just north of SW 25th Street
 - b. Planned Improvement – Demolition of the Existing Bathroom Building's Area
 - c. Planned Improvement – Add a small Government Office Meeting Area / Building
 - d. Other Improvements to be discussed with the town.

Client Initials
Page 1 of 6
4/3/2024

Proposal-24123.docx

801 Brickell Avenue · Suite 800 · Miami, Florida 33131

As per discussions with the Town, the scope will focus on a Parks Master Plan to create the following goals:

1. Parks Master Plan to show a conceptual layout of the agreed upon improvements set forth by the Town's Commission.
 - a. Graphics of All Planned and Optional Improvements
 - b. General Site Plan Investigations to determine infrastructure Improvements and/or Obstacles
 - c. Site Development General Requirements arising out of Park Improvements (i.e. Parking, Bathrooms, drainage, building elevations, infrastructure improvements)
2. Parks Master Plan Report to include.
 - a. An Introduction Section
 - i. Town's History
 - ii. Parks' History
 - b. Parks' Existing Conditions and Amenities
 - c. The Town's Vision
 - d. The Town's Planned Vision of Each Park
 - e. Parks' Proposed Improvements
 - f. Engineer's Opinion of Probable Costs
 - g. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

NOTE: The Parks Master Plan will not be finalized Engineering Construction Plans and, therefore Construction Documents are not included in this proposal.

SCOPE OF SERVICES

The following tasks outline the services that the Consultant proposes to provide under this proposal.

Task 1 – Site Data Research

The Consultant shall identify regulatory criteria, engineering principles, and jurisdictional agencies applicable to the site, with respect to Site development of improvements coordinated with the Client including the following items:

- Stormwater Management – investigations to establish drainage permit requirements. Review of the floor elevation criteria, drainage system suitability, drainage criteria, topographical features, and soil survey constraints.
- Public Utilities – Existing Utility Asbuilt reviews for determination of conflicts.
- Parking Requirements – Coordinate with Town and Jurisdictional Code to determine Parking to be provided.
- Site Plan Data – Review of Zoning Code, available Surveys and provided Easement information as factors and obstacles in planned improvements.
- Environmental Factors – The Consultant shall review Environmental reports provided by the Client to input and determine any additional improvements and obstacles in the course of planned improvements.

Task 2 – Parks Master Plan

The Consultant shall coordinate with the Client and design a general layout of planned improvements. The Consultant shall design estimated adequate drainage improvements to collect, attenuate, and treat surface water runoff from the project Right-of-way. The Design shall incorporate a general layout of expected hardscape and infrastructure improvements included Water, Sewer, Electric, Parking, and Driveways. The design shall be based upon the Boundary / Topographic Survey (to be provided by the Client) and a Tree

Survey (to be provided by the Client). The Master Plan set shall illustrate a layout of proposed site improvements on construction sized drawings to include:

- Cover Sheet
- Park Layout Master Plan – Black and White with Proposed Improvements (2 Options)
- Park Layout Master Plan – Color with Proposed Improvements (2 Options)
- 3D Colored Sketch of Master Plan
- 3D Colored Sketch of Key Improvements points (Refer to Task 3)
- Phased Timeline and Proposed Budget Graphic (Refer to Task 4)

If there are any client revisions to the Plans, after the Consultant has provided Task 2, which cause major revisions or sketch additions to the Plans (as determined by the consultant), an Additional Service shall be provided, under separate cover, to address such changes.

Task 3: Graphical Features

Upon completion of the engineering Plans and Product Selection of Optional Equipment and/or Buildouts by the Client, the Consultant shall prepare 3D Colored Sketches of Key Improvements (up to 18 Sketches), to be included in the report and as supplementary construction sized documents with the Plans included in Task 3 Above.

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 4 – Engineering Opinion of Probable Costs and Proposed Phased Timeline

Engineering Construction Cost Estimate: The Consultant shall provide an Engineer's Opinion of Probable Cost to identify a cost and quantity take-off for all CSI divisions of each type of improvement selected by the Client:

The engineer's Opinion of Probable Cost shall be based on the Master Plans Layout at 50% and 100% plan completion, cost estimate publications, local market availability, and regional price adjustments.

The Consultant shall forward a copy of the Opinion of Probable Cost to the Client for review and approval prior to the commencement of Task 5. If there are any revisions to the Client-approved Design, after commencement of task 5, which cause major revisions to the Tasks 1-4 (as determined by the Consultant), an Additional Service will be provided, under separate cover, to address these changes.

The Consultant shall also provide a proposed phased schedule based on professional experience with permitting agencies, design schedules, as well as proposed distribution of a phased budget as coordinated and determined by the Client.

Task 5: Report Reproduction

Upon completion of the engineering research, Master Plan and Graphics the Consultant shall prepare a Master Plan Report which will summarize the methodology and findings of items identified in Tasks 1-4. The report will include the following sections:

1. An Introduction Section
 - a. Town's History
 - b. Parks' History
2. Parks' Existing Conditions and Amenities
3. The Town's Vision

4. The Town's Planned Vision of Each Park
5. Parks' Proposed Improvements
6. Engineer's Opinion of Probable Costs
7. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

1. Deliverables included in this task for this study will be as follows:
 - a. A Master Plans Report
 - b. Master Plans Construction Sized Plans

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 6 – Meetings, Site Visits and Coordination

The Consultant shall meet and coordinate with the Client and other project Team members, and jurisdictional agencies, as required, in order to complete Tasks 1 through 5. These meetings may be conducted at the Owner's offices, the Client's offices, or in the vicinity of the project site; and the fee for this task includes the cost of travel to such meetings as well as the cost of transmittals and communications (emails, phone conferences, faxes) between the Consultant and the parties mentioned above in order to complete this task.

COST OF SERVICES

Task	Description	Basis of Fee	Cost
1	Site Data Research	Lump Sum	\$ 30,500.00
2	Parks Master Plan	Lump Sum	\$ 65,000.00
3	Graphical Features	Lump Sum	\$ 25,000.00
4	Engineering Opinion of Probable Costs and Proposed Phased Timeline	Lump Sum	\$ 17,500.00
5	Report Reproduction	Lump Sum	\$ 35,000.00
6	Meetings, Site Visits and Coordination	Lump Sum	\$ 15,500.00
		Total:	\$ 188,500.00

STIPULATIONS AND EXCLUSIONS:

The following services are not part of this proposal, but can be provided, if necessary, under a separate proposal upon written request by the Client:

- Verification of Zoning compliance
- Construction Documents
- Permitting
- Design and Construction Level Construction Documents
- Bringing any portion outside or inside project limits up to code compliance outside of the limits of scope.
- ADA Compliance
- FDOT Permitting
- Construction
- Road Rehabilitation, Redesign, major regrading
- Sanitary Sewer or Water Main Improvements
- Survey and Platting
- Earthwork Balance Analysis
- Tree Species Surveying and/or Platting
- Fire Flow Testing and Private Underground Utility Locating (other than 811)
- Environmental Consulting and Wetland Delineation
- Archeological Investigation(s), Hydrogeologic and Aquifer Recharge Report(s)
- Architectural Design (building façades, roofing material(s), foundation design)
- Civil Engineering and All Engineering Design
- Structural, Transportation, Mechanical, Plumbing Engineering, & Traffic Study
- Green / Sustainable Design / LEED Certification
- Electrical Engineering & Photometrics (Lighting) Design
- Pump Station, Forcemain, Septic, Well, and Holding Tank Design
- Agency Permitting Fee(s)

This proposal does not include any other services or submittals which are not clearly outlined in this proposal; however, a separate proposal can be provided for additional items upon written request by the Client. Any deviation from the scope of work outlined in this proposal (due to extensive revisions) will be immediately brought to the Client's attention and a separate proposal shall be provided to the Client by the Consultant.



**Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123**

Total Contract Amount for Services outlined within this proposal: **\$ 188,500.00**

Authorization

Refer to CCNA Agreement for Scheduled Rates and General Conditions



INVOICE

Invoice No: **24123-001**
Date: 30-Jun-2024

TO: **Town of Pembroke Park**
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: **Parks Master Plan - PO#306035 Vendor#51260 Glacct#001-570572-520900-00-0000**

ATTENTION: ATTN: Parks Department

On behalf of THE BETAJONES GROUP, INC., I would like to thank you for the opportunity to provide Professional Services on this project. If you have any questions regarding this invoice, please feel free to contact me.

Cordially,
Digitally signed by LUIS A BETALLELUZ
DN: c=US, o=THE BETAJONES GROUP INC,
dnQualifier=A01410D0000017F936F544500056AE0, cn=LUIS A BETALLELUZ
Date: 2024.06.30 09:45:22 -04'00'

Luis A. Betalleluz, P.E.
Principal
business line: 786.284.8828
direct phone: 786.564.6276
fax (toll free): 866.312.8730
email: luis@betajones.com

NOTE: This invoice represents the Consultant's costs and services provided through June 30, 2024
Payment is due per the terms and conditions of the Agreement for Professional Services

TASK	DESCRIPTION	CONTRACT AMOUNT	Pct Complete (%)	COST TO-DATE	TOTAL PAYMENTS RECEIVED	CURRENT AMOUNT DUE
1	Site Data Research	\$30,500.00	67.0%	\$20,435.00		\$20,435.00
2	Parks Master Plan	\$65,000.00	33.0%	\$21,450.00		\$21,450.00
3	Graphical Features	\$25,000.00	33.0%	\$8,250.00		\$8,250.00
4	Engineering Opinion of Probable Costs and Proposed Phased Timeline	\$17,500.00	33.0%	\$5,775.00		\$5,775.00
5	Report Reproduction	\$35,000.00				
6	Meetings, Site Visits, and Coordination	\$15,500.00	33.0%	\$5,115.00		\$5,115.00
TOTALS =		\$188,500.00	32.4%	\$61,025.00		\$61,025.00

801 Brickell Avenue, Suite 800, Miami, Florida 33131



Agenda Request

Subject:	Radios for Town
Meeting Date:	10 23 2024 DRAFT WORKSHOP COMMISSION MEETING - Oct 23 2024
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Radios
Background Information:	I wanted to provide some information about the town's new radio system, which serves as an auxiliary communication system. This will act as a backup to our cell service and covers approximately two-thirds of the state.
Staff Recommendations:	Purchasing system.
Financial Implications:	The total cost of purchasing the equipment is \$24,658.00. The monthly service fee is \$525.00 for all radios. This is a budgeted item..
Alternatives:	

ATTACHMENTS:

[Motorola 042021-MOT Price File](#)

[MSI Authorization Letter - ICE - Pompano](#)

[RFP and Addendums-Public Safety 042021](#)

[Sourcewell-Motorola Contract 042021](#)

[Town of Pembroke Park - 900MhzAirtime21 QT - TPPFL100224](#)

[Town of Pembroke Park - R7-900MhzRadios QT - TPPFL100324](#)

PUBLIC SAFETY		
Product Summary	Catalog Description	Percentage Discount (Off List Price)
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Private LTE	LTE Hardware & Software	0%
Private LTE	Broadband Device	0%
Private LTE	NITRO Hardware & Software	0%
Private LTE	NITRO Services	0%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Avigilon Software & Hardware	Avigilon Software & Hardware	10%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%
Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%
System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%

System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount
		(Off List Price)
MOTOTRBO Commercial Radios	BPR40	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e	15%
MOTOTRBO Professional Radios	XPR 3500e	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%
MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%

MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	VB400/440	10%
System Integration & Support / Install	System Integration & Support / Install	0%
PTT Subscription Services	TLK100	0%
PTT Subscription Services	TLK150	0%
<i>**All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.</i>		



April 27th, 2023

Re: Industrial Communications and Electronics

To Whom It May Concern:

Motorola Solutions, Inc. (MSI) is a manufacturer of two-way radios and infrastructure in addition to various other products, with corporate offices located in Chicago, IL. MSI utilizes an extensive network of independent channel partners to provide two way radio product solutions and service to end customers.

Please be advised that Industrial Communications and Electronics located at 350 NW 215th St, Miami, FL 33169, with corporate headquarters at 40 Lone St, Marshfield, MA 02050, is a Motorola Solutions Channel Partner in good standing with MSI. This letter confirms that they are authorized to acquire, sell, warranty and service Motorola-branded products in both the Professional and Commercial Portfolios.

Industrial Communications and Electronics is the only two-way radio carrier with 900 MHz radio coverage throughout the south Florida area.

Should you have any questions, please contact me at 786-858-2622. We appreciate your consideration of Motorola's products and services.

Sincerely,

A handwritten signature in dark ink, appearing to read 'NBacigalupi', with a stylized flourish at the end.

Nick Bacigalupi
Sr. Channel Executive
North America Channel Sales





**RFP #042021
REQUEST FOR PROPOSALS
for
Public Safety Communications Technology and Hardware Solutions**

Proposal Due Date: April 20, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 20, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 2, 2021
Pre-proposal Conference:	March 30, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 13, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 20, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 20, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

- a. Fire or EMS station alerting or paging systems;
 - b. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Land Mobile Radios (LMR);
 - ii. Satellite communication equipment;
 - iii. Portable and deployable wireless hubs;
 - iv. Mesh networks and mesh radios;
 - v. Routers; and,
 - vi. High Power User Equipment (HPUE) for LTE.
 - c. Airborne, marine, and underwater communication systems; and,
 - d. Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, training, maintenance, integration, support, and customization.
2. The primary focus of this solicitation is on communications technology and hardware and the related delivery of services. Platform as a Service (PaaS) and integrated software solutions are allowed. However, this solicitation should NOT be construed to include “software-only” solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
 - b. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
 - c. Technology Catalog Solutions (RFP #081419);
 - d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
 - e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
 - f. Fleet Management Technologies with Related Software Solutions (RFP #020221);
 - g. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
 - h. Public Safety Software (RFP #TBD).

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

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(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

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- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/5/2021

Addendum No. 1

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In RFP Section II. E. Estimated Contract Value & Usage, Sourcewell estimates annual transaction volume for contracts resulting from the RFP at USD \$80 Million, are you able to provide an allocation of estimated volume by equipment types and for Canada?

Answer 1:

The estimated value of all resultant contracts provided in RFP Section II. E. is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by equipment type.

Question 2:

Will you be selecting only one vendor for each of the items described in the requested equipment, product or services?

Answer 2:

Refer to RFP Section VI. Evaluation and Award for additional detail on award determinations.

Question 3:

Can we have access to the safety standards or the websites where we can get them?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the resources or reference materials for preparation of a proposal. It is left to the discretion of each proposer to make that determination.

Question 4:

Is there a preferred list of products or brands that one can assess and propose with our services including along with our installation, integration, maintenance, training, support, and customization services?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B.

Question 5:

What is the location this bid will support?

Answer 5:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on specific locations for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed for the largest possible cross-section of Sourcewell current and future Participating Entities. Refer to RFP Section I. B. for additional details.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 2

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Sourcewell RFP has been posted on several different web sites, does one have to submit a proposal to each of them separately for the respective territories?

Answer 1:

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

Question 2:

Does this solicitation include mobile data terminals which would be installed inside vehicles as endpoints for communications? Is the LMR equipment and ecosystem, or the satellite communications equipment, for voice only, data only, or both?

Answer 2:

Refer to Addendum 1, Answer 4.

Question 3:

Is this solicitation for the equipment only, or the complete engineering of the system including design, site surveys, installation, testing, etc.?

Answer 3:

Refer to RFP Section II. B. for the complete description of requested equipment, products, or services. "A Proposer may elect to offer a materials-only solution, a turn-

key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required. ... Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.”

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/25/2021

Addendum No. 3

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As a result of the subsequent publication of the solicitation referenced in RFP Subsection II. B. 3. h., the text of the RFP is updated. RFP Subsection II. B. 3. h. is revised to remove "TBD", and to insert the updated solicitation number, which will now read as follows:

* * * *

h. Public Safety Software (RFP #051321)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/25/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to name subcontractors/resellers to their proposal if the same subcontractor/reseller is also submitting their own response but with product lines not manufactured by the vendor naming them as a subcontractor/reseller?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

In addition, each Proposer is required to complete the *Proposer Affidavit and Assurance of Compliance* in Step 3 of the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/5/2021

Addendum No. 5

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does Sourcewell have a sample submission available to view?

Answer 1:

Sourcewell does not maintain a sample submission on file. Past contracts awarded using the Sourcewell Procurement Portal submission process, which include the proposal questionnaire tables as an attachment, may be viewed on the Sourcewell website (www.sourcewell-mn.gov). To locate a contract, access the Search function at the top of the website homepage and enter the RFP number of the submission of interest. After reaching the selected vendor web page, select the "Contract Documents" button on the left-hand margin of the screen to find the contract link.

Alternatively, awarded contracts may be found on the Sourcewell website using the "Vendors & Contracts" page, located in the "Cooperative Purchasing" drop-down menu in the top margin. [Note, only proposals submitted for or after RFP#052919 utilized the Sourcewell Procurement Portal submission process. (i.e., RFP#MMDDYY)]

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/5/2021, is required at the time of proposal submittal.



4/7/2021

Addendum No. 6

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Several of the Questionnaire Tables within the Portal inquire about the government, education, and non-for-profit sectors. Will these questions be edited to refer exclusively to the Public Safety sector?

Answer 1:

No modification of the Questionnaire Tables is contemplated.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 7

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this Sourcewell RFP have an MBE requirement or goal to be met?

Answer 1:

No, Sourcewell has not established an MBE requirement or goal for this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell provide a list of all the prospective bidders that attended the pre-proposal conference?

Answer 2:

Sourcewell will not disclose the list of pre-proposal conference attendees. That data is classified as non-public at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 8

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell grant a one-week extension of the due date?

Answer 1:

An extension of the due date is not contemplated.

Question 2:

In Table 8, Question #40, what is meant by a hub partner?

Answer 2:

“HUB” is an acronym for historically underutilized business.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



Solicitation Number: RFP #042021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

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Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts listed below:
 Limits:
 \$1,000,000 each accident for bodily injury by accident
 \$1,000,000 policy limit for bodily injury by disease
 \$1,000,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

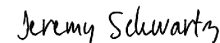
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satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

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By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

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By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

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By: _____

Chad Coquette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
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Ste 4400
Chicago, IL 60661
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Submission Details

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Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: - Antenna System Analysis (SRV2012) - Astro Ethernet Testing - Astro Networking I - Astro Firewalls/CEN - End-to-End Audio - Link Verification - LMR Master Basics - Network+ Bootcamp - Passive Intermodulation - R56 Installer/Auditor (NST9257) - Security+ Bootcamp - Signal Investigation Techniques CompTIA Certifications: - CompTIA Network+ - CompTIA Security+ ETA Certifications: - Antenna System Analysis (ASA) - APX Radio Technician (APX) - Associate (CETa) - Astro 25 RF Site Preventative Maintenance (A25-SPM) - Certified Service Manager (CSM) - Communication Site Inspector / Auditor (CSIA) - Communication Site Installer (R56) - Computer Service Technician (CST) - Customer Service Specialist (CSS) - Data Cabling Installer (DCI) - Industrial Electronics (IND) - Information Technology Security (ITS) - General Communications Technician I (GCT1) - General Communications Technician II (GCT2) - GTR 8000 P25 RF Site Performance Verification (GTR-SPV) - GTR 8000 Repeater Site Technician (GTT) - Master CET (CETma) - Master Specialty (CETms(RF or IT)) - M Core Technician (MCT 7.x) - Microwave Radio Technician (MRT) - Mobile Communications and Electronics Installer (MCEI) - Network Computer Technician (NCT) - Network Systems Technician (NST) - PIM - RADAR (RAD) RF Signal Investigation Techniques (RFSIT) - T1 Link Verification (T1LV) - Telecommunications (TCM) - Wireless (USMSS/TRN/WCN) - Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcwell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcwell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	While it would be great for Sourcwell to market the vendors that are awarded contracts, we do understand that Sourcwell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcwell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcwell, we will discuss that by joining Sourcwell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Services Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2



350 N.W. 215 Street
Miami, FL, 33169
305-423-3000
www.induscom.com

DATE October 3, 2024
CUSTOMER ID Town of Pembroke Park
EXPIRATION DATE 3-Nov-24

TO Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
954 966 4600



Radio Solutions Channel Partner

SALESPERSON	QUOTE	PAYMENT TERMS	DUE DATE
Jairo Robledo	TPPFL100324	NET30	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	XPR5580e - 900MHz full display Mobile Base Radio	\$625.00	\$ 1,250.00
2.00	Power supply	\$135.00	\$ 270.00
2.00	Duracom Power Supply Hood	\$35.00	\$ 70.00
2.00	Magnetic Mount	\$35.00	\$ 70.00
2.00	3dB Antenna	\$25.00	\$ 50.00
19.00	MOTOTRBO R7 Full Display 900Mhz Portable radio	\$745.00	\$ 14,155.00
	IMPRES Li-Ion IP68 2850T Battery		\$ -
	Standard Charger - IMPRES Single Unit Charger CEC Compliant		\$ -
	900 MHz Whip Antenna, 896-941 MHz		\$ -
	Standard 5 Year SMA and Software Features and Essential Service		\$ -
19.00	BATTERY PACK,BATTERY PACK,BATT IMPRES LIION IP68 2850T	160.00	\$ 3,040.00
3.00	IMPRES 6 pocket, 1 display charger	700.00	\$ 2,100.00
19.00	MOTOTRBO Travel Charger	102.00	\$ 1,938.00
10.00	RM730 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, SMALL (IP68)	119.00	\$ 1,190.00
21.00	Radio Pogramming fee	25.00	\$ 525.00
			\$ -
			\$ -
			\$ -

Notes: Installation Rate 150/hour

P.O. # / sign here:

SUBTOTAL	\$ 24,658.00
INSTALLATION	
SALES TAX	
TOTAL	\$ 24,658.00

Industrial Communications Owns and Operates 900MHz Digital Trunked System
====We Are a Motorola Service Center=====

Pag 1



COPY

2001 SW 100th Terrace
Miramar, FL 33025
Tel: 954-963-4900
Fax: 954-963-3884
www.safeguardservices.net

Safeguard Services, Inc.

Response

For

Town of Pembroke Park

RFP #24-04

Janitorial Services



Members of:



Specializing in: Healthcare EVS • City/Government • Academic Facilities • Commercial/Industrial • Pressure Washing • Window Washing
MBE Certified

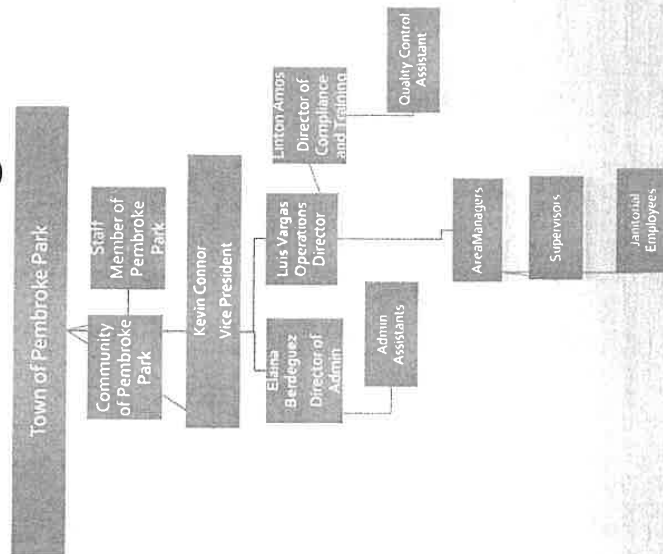
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8	Completed W-9 Form	16	Attachment C - Pricing

TAB

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Safeguard Services Organization Chart



TAB

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Key Employees

Kevin T. Connor, CEO of Safeguard Services, has been with the company for 46 years, starting as a part-time cleaner in high school. He has gained experience in all forms of commercial and industrial housekeeping services. In the late 1980s, Safeguard began the transition to EVS work in the municipality sector. Under Kevin's leadership, Safeguard grew and prospered in this field before moving to the healthcare sector. Kevin is a proponent of health and safety first, working closely with our clients to achieve that goal. He is a mentor to the operational leadership team and has set the tone for service delivery going forward in an often-changing environment.

Linton Amos, Director of Quality Control and Compliance, has been with Safeguard Services for 10 years. He brings with him over 20 years of experience in the cleaning industry. He is certified in Infection Prevention, non-acute care cleaning, and accredited auditing professional, making him knowledgeable in all areas of the cleaning industry. He trains and orients all new hires to ensure they are using best practices for cleaning and safety. Linton demands high quality service and strives for perfection in all he does.

Leonel Alfaro has been with Safeguard Services five years and has grown from a site supervisor to an area manager with six supervisors under him. He has been in the cleaning industry ten years and is certified as a work loading specialist, custodial supervisor, and accredited auditing professional. Mr. Alfaro takes pride in his quick response time and will resolve requests within hours if it is within his power. He is a valuable asset to our team and we are confident in his ability to manage the Town of Pembroke Park.

TAB

3

Linton Amos

1225 Via Fatini • Boynton Beach, Florida 33426 • Contact No: 954-252-2289

E-mail: latwin@att.net

OBJECTIVE

Associate Director of Environmental Services with 18 years of experience in environmental services. Demonstrated, proven track record within multiple sectors of Support Services to include Environmental, and Linen services. Excellent communicator with the ability to implement effective maintained that meets all State and Federal regulatory compliance standards. Strong analytical and problem solving skill set that focuses on positive productive results.

EXPERIENCE

Quality Assurance Manager /Janitorial Services

Safeguard Services Inc., Pembroke Pines, Florida.

Aug. 2013 to present

Responsible for the scheduling and performing cleaning inspections of over 50 locations. Communicate directly with designated client representatives and provide reports of findings and timeframe for resolution. Responsibilities also include orientation and safety training of all new hires and annual re-certification training of current employees.

Associate Director /Environmental Services

Aramark Corp. /Broward Health-North Broward Medical Center, Deerfield Beach, Florida.

Dec. 2000 to 2013

Responsible for the direct planning, development, implementation and management of the Environmental Services, Laundry and Linen departments that is integrated with the Medical Center and the organization mission, strategic plan and resources in order to ensure an optimal clean, sanitary, esthetically pleasant environment for our patient, visitors and employees. Manage and direct a staff of 50 employees to ensure a 504,000 square feet, 409 license bed healthcare facility is always maintain at the highest level of cleanliness and accountable for financial performance and budgetary compliance of department. Performed daily rounds and inspected all areas ensuring all procedures were strictly enforced.

Executive Administrative Assistant

Law Office of Sherilynne Marks, P.A., Boynton Beach, Florida.

Aug. 1999 to April 2000

Administrative assistant supporting lawyer and perform a variety of clerical and administrative tasks including scheduling meetings, typing correspondence, sending faxes, copying, filing, maintaining and ordering supplies, data entry, handling incoming and outgoing mail, database maintenance, light phone relief, as well as completing assign projects including but not limited to preparing Durable Power of Attorneys and Wills.

Assistant Sales Manager

PrimeCo Personal Communication, L.P (Verizon Wireless), Coral Springs, Florida

Oct. 1996 to Apr. 1999

Sales manager, responsible for retail store sales, wireless devices programming and activations. Accountable for the profitability, inventory, cash control, and facilities management. As well as the implementation of all corporate policies and procedures and various administrative tasks. Involved with the hiring, training, motivation of all sales personnel and coordination of special sales promotions and community events.

EDUCATION

University of Phoenix, Fort Lauderdale, Florida
Bachelor of Science in Business Management.

Nov. 2012

CAREER HIGHLIGHTS

Three consecutive deficient free Joint Commission survey inspections
Deficiency free Local and State Regulatory compliance agencies Inspections
Patient satisfaction score average 75th percentile
Directed reports totaling 50 and instrumental in policy standardization

AFFILIATIONS

American Society for Healthcare Environmental Services (ASHES)
The International Executive Housekeepers Association (IEHA)
American Hospital Association (AHA)
National Association of Health Services Executives

REFERENCES

Professional and personal references available upon request.

Leonel Alfaro
13730 SW 256TH Street Apt 208
Homestead Florida 33032
Phone: 786-461-3746
Email: leoalfaro883@gmail.com

OBJECTIVE:

To obtain a challenging position where I can utilize my leadership and technical experience in a professional environment with an opportunity for growth and advancement in any available position.

SKILLS:

Exceptional capacity to multitask
Outstanding communication skills
Deadline driven
Computer Savvy, Excel, Word, powerpoint
Fluent in Spanish
Ability to work under pressure
Strong customer relations skills

WORK EXPERIENCE:

4/20 – 11/22 Kimco Service a KBS Company Miami, Florida

Area Manager
Responsible for the daily operations and services of different accounts, Truist Banks, AT&T Mobilities
Supervise all cleaning duties with supervisors
Responsible for the screening and hiring of all personal
Responsible for keeping and purchasing supplies and equipment
Work with account budgets and schedules for all the accounts
Responsible for payroll
Responsible for the monthly inspections of all properties
Responsible for being the liaison between property managers (CBRE) and our customers AT&T, VERIZON, ADT
Responsible for set up subcontracted accounts
Responsible for set up startup accounts

10/18 – 4/20 Kimco Services Miami, Florida

Route Supervisor
Responsible for the daily cleaning and conditions of all AT&T GLC'S
Responsible for the training and prepare all new hires, setting up equipment's and supplies
Responsible for the AT&T mobility inspection on ehub
Managed and distribution of all supplies
Responsible for placing orders on Supplyworks
Help on the start up of new accounts (Verizon, ADT)
Daily interaction with AT&T Store Managers and Central Offices personal

05/17 – 10/18 Quantum Packaging Miami, Florida

Quality Manager/Machine Operator

- Manage and oversee customer service and training of personnel
- Responsible for the schedule of all personnel
- Developed Quality System for Nutrition Packaging Operations
- Operated Packaging Machine and checked product quality
- Quality inspection of incoming/outgoing and in process
- Managed inventory levels of incoming materials
- Reconcile billing for facility usage

06/12 – 03/17 Biomet Miami, Florida

Engineering Technician

- Mechanical testing for several orthopedic projects, fixture, and test method development
- Assist and prepare R & D cadaver evaluations, field complains for all trauma group
- Generate drawings and upload models for periprosthetic project onto new team center

06/06 – 05/12

Depuy Trauma

Miami, Florida

Engineering Technician

- Mechanical testing for several orthopedic projects, fixture, and test method development
- Assist and prepare R & D cadaver evaluations, field complains for all trauma group

02/05 – 05/06

Hand Innovation

Miami, Florida

Shipping Manager

- Daily operation of all shipping and receiving of Hand Innovations
- Ensure all duties are carried out with emphasis and highest degree of safety
- Develop, plan, and oversee the shipping department
- Supervise all personnel and evaluate individuals to policy and procedures
- Maintain all records and ensure currency at all times

06/02 – 12/04

Owner

Supertico

San Jose, Costa Rica

- Sole owner of a supermarket in Costa Rica

08/00 – 05/02

Shipping Manager

Mettler Toledo

Miami, Florida

- Daily operation of all shipping and receiving of weight scales and lab equipment

EDUCATION:

Catawba Valley Community College
IACA

Certificate in CNC Programming
Bachelors in Civil Aviation

Hickory, NC
San Jose, Costa Rica

REFERENCES:

Available Upon Request

TAB

4

Company History

Safeguard Services, Inc., founded in 1971, is a locally owned and managed building services contractor registered as an S Corp, under the same company name, in Florida for 53 years.

We have grown in South Broward as company that cleaned barber shops to an organization with over 450 employees that services the finest organizations in the tri county area. Our primary focus is healthcare, but we continue to service municipalities, school systems and corporate headquarters. The primary focus of our organization is the ability to meet and exceed the expectations of our clients as it reflects the health, safety, and appearance of their facilities. Safeguard is recognized, by the state of Florida, as a certified woman owned MBE. With over 10 million dollars of sales, we are more than capable of providing the town of Pembroke Park with all possible custodial needs

Safeguard Services brings a unique perspective in our desire to provide janitorial services in a complete package. Due to our extensive experience servicing municipalities, we have a great understanding of the needs that can and do arise within in the environment. Our philosophy of being proactive vs reactive has allowed us to anticipate needs or opportunities and address them quickly. Strong lines of communication and quick problem-solving resolution help avoid repetition and are the pillars of a successful relationship.

Our belief is that this long-term record of successful service in municipalities give us the ability and institutional memory to hit the ground running with a much shorter learning curve and smooth transition.

State of Florida

Woman Business Certification

Safeguard Services, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/09/2023 to 01/09/2025



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

TAB

5

Summary Table of Clients

We currently service all customers listed below and provide janitorial services including floor care, carpet care, pressure washing, electrostatic disinfection, disaster and emergency cleanings, and other specialized services as requested.

City of Pembroke Pines

- Public Services
- Fire Department
- Police Department
- Charter School System
- Waste Water Plant

Telemundo/WTVJ 6

Baptist Health

Memorial Healthcare System

Broward Health,

University of Miami

Bascom Palmer Eye Institute

Mount Sinai Medical Center

CCRM

Welltower Property Management

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**JANITORIAL SERVICES (RFP) 24-04
ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____



Authorized Representative (Signature)

10/2/2024

Date

Kevin Connor/CEO

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD • (954) 966-4600 FAX (954) 966-

ADDENDUM I

ANSWERS TO QUESTIONS

RFP 24-04

JANITORIAL SERVICES

QUESTIONS:

Responses are noted below in red

1. what is the total square footage of the cleanable area?

ANSWER: TO QUESTION No 1.

The square footage does change depending on Monday through Friday (Police Department 24hrs a day 3500 Square Feet in PD).

Areas as mentioned during the pre-bid meeting cleanable areas depends on if offices remain open after hours or if staff selects to place waste baskets outside their office door.

(9,800 square ft 1st Floor, with offices closed 7,000 Square ft)
(9, 700 square ft 2nd floor, with offices closed 3, 200 Square ft)
(50 square ft 3rd floor, 3rd floor has no administrative operations at this time)

2. What is the amount charge by the current contractor for this service?

ANSWER: TO QUESTION No 2.

\$24,300.00

3. What is the budget allocated for this project?

ANSWER: TO QUESTION No 3.

Allocated budget is undetermined currently. As the Town completes the new budge the selected bid will be inclusive into the 2024-2025 Budget.

4. Inquire about the provision of consumables such as paper towels and soap. Could you please let me know who is responsible for supplying these items?

ANSWER: TO QUESTION No 4.

The Town is responsible for paper goods including paper towels, trash bags and hand soap.

5. What is the current contract amount being paid to the incumbent service provider for janitorial services?

ANSWER: TO QUESTION No 5.

\$23,400

6. How many employees is the current service provider utilizing to perform the required services?

ANSWER: TO QUESTION No 6.

2 People

7. If it's known, what are the approximate hours being utilized by the current contractor on a weekly basis?

ANSWER: TO QUESTION No 7.

25 Hours

8. Although the 3rd floor will be added as extra addendum later, could you state what is the proposed floorplan with number of rooms and bathrooms?

ANSWER: TO QUESTION No 8.

Unknown at this time

9. What is the value of the current contract for these services?

ANSWER: TO QUESTION No 9.

See Q&A 2.

10. Are the custodians working on this contract members of a union? If so, which union?

ANSWER: TO QUESTION No 10.

Unknown, depending on the responding organization bargaining agreements.

11. For pricing for years 2 through 3, is the Town open to the contractor proposing an alternate price in the event minimum wage and/or CPI increase during the contract term?

ANSWER: TO QUESTION No 11.

Janitorial Services RFP pg. 12 section II item B.

The initial term for this Contract will be three (3) years. It is the sole discretion; the Town shall have an option to renew the Agreement at the same terms and conditions up to two (2) additional one (1) year contract period. Any price increase must be disclosed in writing to TOWN Manager ninety (90) days in advance of any annual

renewal.

12. Please provide the square footage for each of the locations. If square footage is not available, please provide an estimate for each location.

ANSWER: TO QUESTION No 12.

Please see Q&A 1

13. What background check results would disqualify an employee from working at these locations?

ANSWER: TO QUESTION No 13.

Personnel chosen must be able to pass a basic user course and The Level 1 background checks. There are certain disqualifying offenses in both Florida Level 1 background checks. Disqualifying offenses include not being arrested, found guilty, or awaiting final disposition of a crime.

14. What is the cost of the background checks?

ANSWER: TO QUESTION No 14.

Janitorial Services RFP pg. 2 section II – SCOPE OF SERVICES Item J. BACKGROUND CHECK

A criminal background check for all personnel assigned to the Contract must be presented to the TOWN at the expense of the contractor

15. Please if it is possible to provide us with the last contract information (including pricing page) for Janitorial Services.

ANSWER: TO QUESTION No 15.

PRICING SCOPE – OPTION A

- **(2) Uniformed Clean Space Team Members**
(Embroidered with Clean Space logo navy blue polo style shirt, khakis pants, Clean Space Photo ID)

CLEAN SPACE STAFF	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL HOURS
HOUSEKEEPER 1	6:30pm to 9:30pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	OFF	OFF	12.5
HOUSEKEEPER 2	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	6:30pm to 9:00pm	OFF	OFF	12.5
WEEK TOTAL HOURS								25

- **Includes All Cleaning Agents and Specialty Cleaning Equipment Such As:**
(Janitorial carts, buckets, moping sets, brooms, color-coded microfiber rags, microfiber string mops, extensions poles for high dusting, commercial grade vacuums)
- **Carpet Cleaning for Floors 1,2,3**
(Hot water extraction carpet cleaning for floors 1,2,3. Service will be provided 2X per year)
- **Strip and Wax for Floors 1,2,3**
(Strip and wax floors 1,2,3 and apply 6 coats of wax. Service will be provided 1 X per year)
- **Consumable Supplies Such as: Toilet paper, Paper Towels, Hand Soap, Trash Bags**
(Pembroke park to supply consumable supplies, we may order, deliver, and restock and billed separately)
- **Bi-Weekly Detailed Inspections via Clean Space Swept Facility Management System:**
(Exclusive Clean Space supervisor walks facility and provides via email detailed PDF inspection reports)

☐ \$1,950.00 p/ month
Tax Included

16. What are the expected days (frequency) for janitorial services, i.e., Monday to Friday or Monday to Sunday?

ANSWER: TO QUESTION No 16.

Monday through Friday

17. Will the selected vendor be responsible for consumable supplies? If so, please specify which consumables the selected vendor will be responsible for.

ANSWER: TO QUESTION No 17.

See Q&A #4

18. Is there a minimum or maximum number of employees that can perform the job? Or is it under our consideration in the proposal we make?

ANSWER: TO QUESTION No 18.

It is under the consideration of the proposed vendor

19. The cleaning schedule for the Police Department is the same? Monday to Friday? Or includes Saturdays and Sundays?

ANSWER: TO QUESTION No 19.

Monday through Friday

20. Is the third floor included in the contract, taking into account that it is being remodeled?

ANSWER: TO QUESTION No 20.

No, it's not

21. What is the square footage of the facility?

ANSWER: TO QUESTION No 21.

Please see Q&A 1

22. What is the square footage of carpet for the facility?

ANSWER: TO QUESTION No 22.

1,887 square feet

23. What level background check is required?

ANSWER: TO QUESTION No 23.

Please see Q&A No. 13

24. Will background checks be run through the Police Department at a charge to the vendor? If, yes, at what price?

ANSWER: TO QUESTION No 24.

Please see Q&A No. 14

25. Is there a living wage requirement?

ANSWER: TO QUESTION No 25.

Ref to Q&A No. 10

26. Will the Town of Pembroke provide consumables like paper, soap, trash liners?

ANSWER: TO QUESTION No 26.

Ref to Q&A No. 4

27. Will the "CJIS" Criminal Justice Information Security Awareness Level 1: Basic Security Awareness Certified to clean the Police Department be provided through the police department.

ANSWER: TO QUESTION No 27.

No, but the I.T Department can provide information where to obtain certification.

28. Is the vendor expected to have the CJIS at the time of bid or before the starting the contract?

ANSWER: TO QUESTION No 28.

Before the start of contract

29. Is stripping/waxing required. If so, at what frequency?

ANSWER: TO QUESTION No 29.

Yes; Annually

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**Business Name:** SAFEGUARD SERVICES INC**Receipt #:** 325-21281
Business Type: CLEANING/JANITORIAL (JANITORIAL SERVICES)**Owner Name:** KERRY CONNOR
Business Location: 2001 SW 100TH TER
MIRAMAR
Business Phone: 9549634900**Business Opened:** 10/01/2005
State/County/Cert/Reg:
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
200

		For Vending Business Only				
		Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT**
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:SAFEGUARD SERVICES INC
2001 SW 100TH TER
MIRAMAR, FL 33025-1835**Receipt #** WWW-23-00271586
Paid 07/16/2024 150.00**2024 - 2025****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025**Business Name:** SAFEGUARD SERVICES INC**Receipt #:** 325-21281
Business Type: CLEANING/JANITORIAL (JANITORIAL SERVICES)**Owner Name:** KERRY CONNOR
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MIRAMAR
Business Phone: 9549634900**Business Opened:** 10/01/2005
State/County/Cert/Reg:
Exemption Code:**Rooms** **Seats** **Employees** **Machines** **Professionals**
200

Signature	For Vending Business Only						
	Number of Machines:			Vending Type:			
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt # WWW-23-00271586
Paid 07/16/2024 150.00

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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Safeguard Services, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 2001 SW 100th Terrace	Requester's name and address (optional)
	6 City, state, and ZIP code Miramar, FL 33025	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	1	3	9	9	0	2

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person

Date

10/2/24

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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JANITORIAL SERVICES (RFP) 24-04
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I Kevin Connor certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Safeguard Services, Inc.

Authorized Representative (Signature)

10/2/2024

Date

Kevin Connor/CEO

Authorized Representative/Title
(Print or Type)

TAB

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**JANITORIAL SERVICES (RFP) 24-04
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Safeguard Services, Inc. (Business Name), does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will obey by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

10/2/2024

Date

Kevin Connor

Printed Name

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**JANITORIAL SERVICES (RFP) 24-04
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Pembroke Park

By Kevin Connor CEO
Print Name and Title
For Safeguard Services, Inc.
Print Business Name Submitting Sworn Statement

Whose business address is:
2001 SW 100th Terrace
Miramar FL 33025

And (if applicable) its Federal Employer Identification Number (FEIN) is 59-1399022. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
(Continued)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
 - c. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement [indicate which statement applies].

X _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989

the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(Continued)**

_____ been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Proposer's Signature
Kevin Connor

10/2/2024

Date

Printed Name

STATE OF FLORIDA)
)ss:
COUNTY OF Broward)

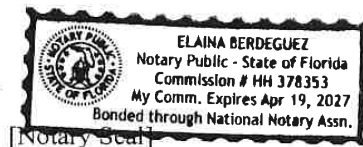
BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that Kevin Connor (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 2 day of October, 2024.

Notary Public Signature

Elaina Berdeguez

Notary Printed Name



Commission Number: HH 378353

Commission Expiration Date: 4-19-2027

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TAB

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SAFESER-01

CRYANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2024

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

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

PRODUCER Insurance Office of America 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411		CONTACT NAME: Amy Cryan PHONE (A/C, No, Ext): (561) 472-0597 FAX (A/C, No): E-MAIL ADDRESS: Amy.Cryan@ioausa.com		
INSURED Safeguard Services, Inc. & Safe Management Systems Inc dba iClean Team 2001 SW 100th Terrace Miramar, FL 33025		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Charter Oak Fire Insurance Company		25615
		INSURER B: The Travelers Indemnity Company of America		25666
		INSURER C: Travelers Property Casualty Insurance Company		36161
		INSURER D: Associated Industries Insurance Company, Inc.		23140
		INSURER E: Federal Insurance Company		20281
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		X	P-660-7N973503-COF-24	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-7N939940-24-43-G	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-7N985194-24-43	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AWC1211014	9/15/2024	9/15/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Crime			82243816	9/15/2024	9/15/2025	Employee Theft \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, the following apply in favor of: City of Pembroke Pines

General Liability: Blanket Additional Insured (Including Prod/Comp Ops) per form CG D2 46 04 19

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (4/16/03)

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The ACORD name and logo are registered marks of ACORD

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**Janitorial Services
RFP 24-04**

**Attachment A
"Mandatory Requirements"**

		Proposer's Name:	Proposer's Response
Item#	Question		
1	Proposer has minimum of (five) 5 years of cleaning janitorial experience in South Florida		YES [x] NO []
2	Proposer requires staff to be in compliance of all OSHA requirements		YES [x] NO []
3	Proposer agrees to have a local office established in the Tri-County Area (Broward, Dade, Palm Beach) upon award		YES [x] NO []
4	All on-site staff must be able to read, write and verbally communicate in English.		YES [x] NO []
5	5. Must be "CJIS" Criminal Justice Information Security Awareness Level 1: Basic Security Awareness Certified to clean the Police Department		YES [x] NO []

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**Janitorial Services
RFP 24-04**

**Attachment B
"Reference Sheet"**

Proposers must complete Attachment B "Reference Sheet" by submitting a list of references.

Proposer's Name:	
Reference 1	
Client Company Name	City Of Pembroke Pines
Client Street Address	8300 S Palm Drive
Client City, State, Zip Code	Pembroke Pines FL 33025
Client Contact Name	Steven Buckland
Contact Phone Number	954-214-8530
Contact Email Address	sbuckland@ppines.com
Contract Commencement and Termination Date	2012 - present
Reference 2	
Client Company Name	Mount Sinai Medical Center
Client Street Address	4300 Alton Road
Client City, State, Zip Code	Miami Beach FL 33140
Client Contact Name	Joel Padron
Contact Phone Number	754-244-0549
Contact Email Address	joel.padron@msmc.com
Contract Commencement and Termination Date	2022-present
Reference 3	
Client Company Name	University of Miami
Client Street Address	1295 NW 14th Street
Client City, State, Zip Code	Miami FL 33125
Client Contact Name	Jose Alfonso Jr
Contact Phone Number	305-205-9802
Contact Email Address	jda107@miami.edu
Contract Commencement and Termination Date	2007-present

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Janitorial Services RFP 24-04		
Attachment C "Fee Proposal - Pricing"		
Proposer must fill Attachment E. All costs to be charged by Proposer must be indicated, whether or not they are outlined below. There must not be any hidden fees.		
Proposed Vendor Name:		
Fee proposal to provide Janitorial Services (as defined in the Scope of Work)		
Description Of <u>All</u> Applicable Fees	Annual Fee for the Term of the Contract indicated in RFP section 2(B) Contract Period.	COMMENTS
	\$24,988.00	
Hourly Rate for on-demand additional scope request such as: Emergency Cleaning	\$25.88/hr	

6107-00 0505-5304B 06-2019

This space is intentionally left blank.

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1360001173

Void After 90 Days

30-1/1140

Date 10/03/24 10:49:35 AM

NFL

COOPER CITY

782 0109502 013

Pay



\$1,250.00

One Thousand Two Hundred Fifty and 00/100 Dollars

To The Order Of TOWN OF PEMBROKE PARK

Remitter (Purchased By): SAFEGUARD SERVICES INC

Bank of America, N.A.
SAN ANTONIO, TX

Not-Negotiable
Customer Copy
Retain for your Records

1641001973

6107-00 0505-5304B 06-2019

BANK OF AMERICA

Cashier's Check

No. 1360001173

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 10/03/24 10:49:35 AM

NFL

COOPER CITY

782 0109502 013

Pay



\$1,250.00

One Thousand Two Hundred Fifty and 00/100 Dollars

To The Order Of TOWN OF PEMBROKE PARK

Remitter (Purchased By): SAFEGUARD SERVICES INC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈1360001173⑈ ⑆114000019⑆ 1641001973⑈

6107-00 0505-5304B 06-2019

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

SAFEGUARD SERVICES, INC., a Florida corporation, with a principal address of 2001 SW 100th Terrace, Miramar, FL 33025, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide janitorial services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Town of Pembroke Park
Request for Proposal
RFP 24-04
Janitorial Services

1.2 On the _____, the Town Commission designated Contractor as being the most

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responsible proposer submitting a responsive proposal most advantageous and in the best interests of the Town; and

1.4 Negotiations pertaining to the services to be performed by the Contractor were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the janitorial services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-04, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B."** Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to

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termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 SCRUTINIZED COMPANIES. Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A." The total compensation for this project shall not exceed **24,988.00**.

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to Contractor at:

Safeguard Services, Inc.
Attn: Kevin T. Connor
2001 SW 100th Terrace
Miramar, FL 33025

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the

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parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 Contractor shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by Contractor pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 Contractor's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by Contractor, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The Town's rights and remedies and Contractor's liabilities as set forth in this Agreement, are exclusive, and the Town hereby releases Contractor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Contractor and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

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Contractor shall comply with all insurance requirements set forth in Exhibit “A.”

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor's services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall

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destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

10.1.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
9150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
INTENTIONALLY OMITTED**

**ARTICLE 12
MISCELLANEOUS**

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor's work product for its intended purposes.

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and Town designate the following as the respective places for giving of notice:

For Town: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor Kevin T. Connor, CEO
Safeguard Service, Inc.
2001 SW 100th Terrace
Miramar, FL 33025
info@safeguardservices.net

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party

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individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Employment Verification.** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.
2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ

{00623670.1 3399-0000000 }

Town Attorney

SAFEGUARD SERVICES, INC.

BY: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2024, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2024.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024,
by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company, with a principal address of 6702 Broadway Street, Galveston Texas 77554, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Disaster Debris Removal and Disposal Services
RFP No. 24-03

1.2 On the _____, 2024, the Town Commission agreed to award the Contractor a contract for the disaster debris removal and disposal services in the best interests of the Town; and

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1.4 Negotiations pertaining to the services to be performed by the Contractor were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-03, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against

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any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 **SCRUTINIZED COMPANIES.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A" and the prices as set forth in Exhibit "B".

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to Contractor at:

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

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ARTICLE 6
INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Contractor, by any person or organization directly or indirectly employed by Contractor to perform or furnish any of the work, or by anyone for whose acts Contractor may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Contractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7
INSURANCE

Contractor shall comply with all insurance requirements set forth in Appendix B of Exhibit "A."

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor's services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

10.1.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

**TOWN CLERK
9150 SW 52nd Avenue
Pembroke Park, FL 33023**

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**(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.327 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.
- (4) Contractor 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 Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.3.3 Copeland “Anti-Kickback” Act: Contractor shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor 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. TOWN must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and

any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

11.3.17. (a) The Contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3.18 (a) Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in [section 889 of Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ARTICLE 12

MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor’s work product for its intended purposes.

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries

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in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and Town designate the following as the respective places for giving of notice:

For Town: Chandler Williamson
Interim Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
cwilliamson@tppfl.gov

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor _____

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12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Employment Verification.** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.

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2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

DRC EMERGENCY SERVICES, LLC, an
Alabama limited liability company

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2024, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2024.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

{00623901.1 3399-0000000 }

Town of Pembroke Park
Attention: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, FL 33023

ORIGINAL



**DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES**
RFP 24-03

OCTOBER 2, 2024, AT 3:00 PM



Evan Fancher
Regional Manager
efancher@drcusa.com
p: (888) 721-4372
f: (504) 482-2852



Kristy Fuentes
*Vice President of Compliance
and Administration*
kfuentes@drcusa.com
www.drcusa.com



Proposal By
DRC Emergency Services, LLC
111 Veterans Boulevard, Ste. 1420
Metairie, Louisiana 70005

Florida Contractors License:
CRC1331307



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 1420
Metairie, LA 70005

DRC CONTACTS



KRISTY FUENTES

Vice President of Compliance
and Administration
Email: kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682



JOHN SULLIVAN

President
Email: jsullivan@drcusa.com
Office: 504.482.2848
Cell: 832.731.8234



WES HOLDEN

Director of Government
Relations
Email: wholden@drcusa.com
Cell: 813.352.9942



JOE NEWMAN

Vice President of Operations
Email: jnewman@drcusa.com
Cell: 214.930.9300



LISA GARCIA WALSH

Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052



EVAN FANCHER

Regional Manager
Email: efancher@drcusa.com
Cell: 205.478.6400

TOTAL DISASTER RECOVERY SERVICES

DRCUSA.COM



Tab 1: Executive Summary

RFP 2024-03 Disaster Debris Removal and Disposal Services

Please see the attached Executive Summary.





October 1, 2024

Town of Pembroke Park
Attn. Town Clerk
3150 Sw 52nd Avenue
Pembroke Park, FL 33023

Re: Town of Pembroke Park
RFP No. 2024-03

Dear Pembroke Park,

DRC Emergency Services, LLC (DRC) is grateful for the opportunity to present our proposal to continue to provide Disaster Debris Removal and Disposal Services to the Town of Pembroke Park. The residents of the town of Pembroke Park deserve the best service should disaster strike; DRC is the full-service firm that the town of Pembroke Park can count on to achieve the goals set forth in this RFP.

DRC has invested heavily in building relationships with local partners that can provide the town with immediate service at a moment's notice. **DRC has cleaned up 180 million cubic yards since its inception and has over 3,000 subcontractors and access to over 5,000 pieces of equipment.** Should Pembroke Park select us, we are committed to dedicating all resources necessary to the town; chief among them, **our expertise.** We used that expertise to quickly respond to the fish kill in the lake at Patrick Behan Park, DRC responded with the equipment, personnel, and expertise within 24 hours.

With DRC's team having over **50 years of experience, over 80 full-time staff and access to over 1,000 employees** through our family of companies, we are the go-to disaster recovery and debris removal service provider for jurisdictions nationwide, including several of your neighbors in Broward, Maimi-Dade and Palm Beach counties.

DRC is one of the most financially sound and stable companies in the disaster response industry. With a **bonding capacity of over \$1 billion and access to dedicated cash and credit lines in excess of \$500 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. DRC is also has 80 full-time staff and hundreds of staff as part of our family of companies that we can deploy to support you at a moments notice.

DRC has a proven track record in disaster recovery and emergency management services for federal, state, and local governments. DRC is family-owned and is sister company to Sullivan Land Services, SLSCO, Forgen, and Callan Marine Services. Our comprehensive services encompass emergency debris removal, disaster management (including temporary housing and workforce support), FEMA documentation, debris management, right-of-way maintenance, marine debris salvage, vehicle and vessel removal, technical assistance, project management, construction, demolition, and final disposal management.

DRC can provide a regional response that is efficient and still unique to the town. DRC currently has standby contracts with Hollywood, Lighthouse Point, and the city of North Miami. In a disaster, smaller jurisdictions need a firm capable of handling all challenges and fulfilling all the needs that may arise. The town needs a firm that can help traverse the challenge of coordinating between governments and one that is capable of handling the regional impacts of hurricanes. DRC is positioned to do just that.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached. DRC's South Florida

500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33401 • (888) 721-4372 • Fax: (504) 482-2852
3800 NE 1st Avenue • 2nd Floor • Miami, FL 33137 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

Regional Manager assigned to Pembroke Park is Evan Fancher, who can be reached at (888) 721-4372, by cell: (205) 478-6400 or by email: Efancher@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the Town of Pembroke Park.

Sincerely,



Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the "Members").

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

Signature Page to Action in Lieu of Meeting

counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC



By: John R. Sullivan
Its: Member



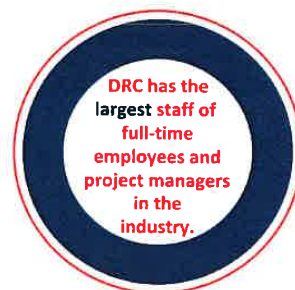
By: Todd P. Sullivan
Its: Member



By: William W. Sullivan
Its: Member

DISCOVER DRC: A CLOSER LOOK

- Founded in 1995, DRC and its affiliates are **100% family-owned**, comprising the largest debris removal and management company in the industry, with **over 100** full-time employees dedicated to disaster recovery.
- With a bonding capacity exceeding **\$1 billion** and working capital more than **\$500 million**, DRC ensures uninterrupted execution of its projects. DRC excels in concurrent project management, maintaining uninterrupted progress across multiple jurisdictions.
- Subcontractor Payment Process: For a typical event, **subcontractors are paid every Friday**, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.
- DRC holds the U.S. Army Corps of Engineers (**USACE**) **ACI Debris Removal** contract for Region 3 (MI, IN, TN, KY, OH, WV) and collaborates with USACE on training and preparations. DRC has been tasked three times under this contract, most recently in response to the **Kentucky Tornadoes** in Graves County and Mayfield, Kentucky, in December 2021.
- DRC operated in **every FEMA-declared parish in the State of Louisiana** in 2021. DRC managed **89 debris management sites** and removed over **18,000,000 cubic yards** of debris solely in response to Hurricane Ida.
- DRC conceived, executed, supervised, and funded a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- In response to Hurricanes Laura, Sally, Delta, and Zeta during the 2020 hurricane season, DRC was deployed across **four states** and **52 jurisdictions**. DRC managed 81 debris management sites and effectively removed and disposed of over 6,400,000 cubic yards of debris.
- Following Hurricane Ian in 2022, DRC **recycled 100%** of the 3.3 million cubic yards of vegetative debris collected in Sarasota County, FL, and surrounding municipalities.
- **Certified Arborist** on staff full time, Taylor Jumonville.



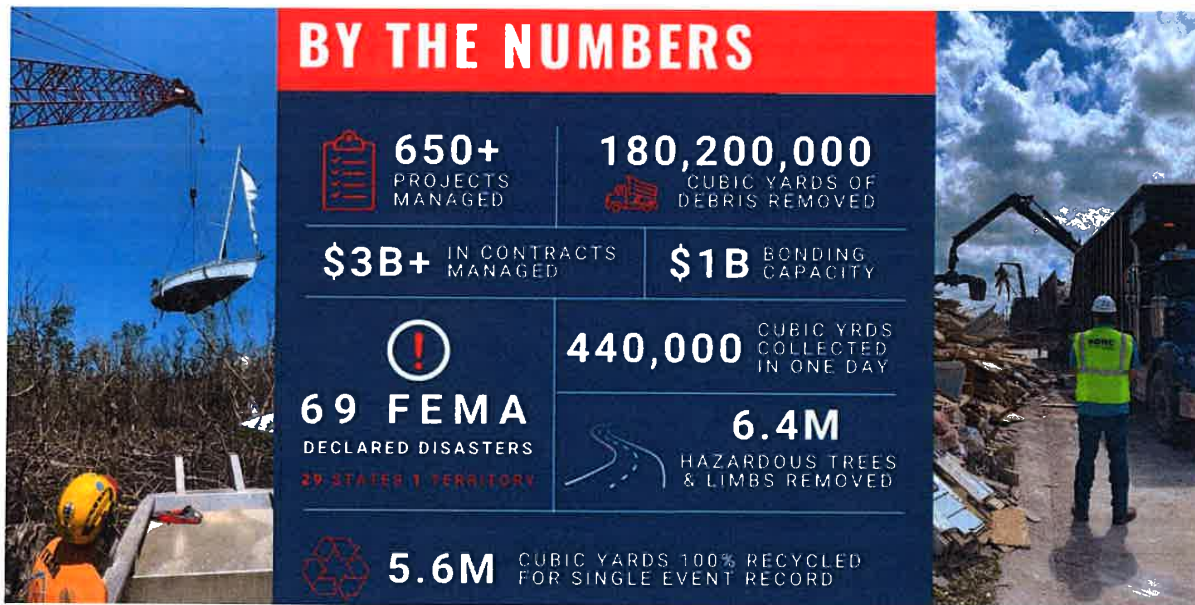


Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

CAPACITY

When disasters hit communities, DRC Emergency Services is there. We stand by ready to help you **prepare, respond, and recover** in the face of disaster.



"DRC first showed up a few weeks after our fire, which devastated 85% of our town. We weren't really sure what was going to happen in a lot of aspects, but what we became quickly sure of is that the leadership in debris removal was handled effectively, efficiently, and professionally, at every single level."

— Scott Hokonson, Executive Director, Pine Creek Community Long-Term Recovery Group





Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

LEADERSHIP AT A GLANCE

Since 1995, DRC Emergency Services, LLC and its affiliated companies (DRC) has been the leader in disaster recovery. We are the largest provider of disaster recovery and emergency management services in the United States, with a bonding capacity of over \$1 billion and more than 100 full-time staff dedicated to disaster recovery. Every year, DRC responds quickly and effectively to multiple disasters across the US, helping communities recover and return to normalcy following all types of disastrous events. Whether we are called upon to clean up after a flood, fire, ice storm, hurricane, or tornado; to protect wildlife in ecologically sensitive areas; or to restore beaches using our industry-leading sand screening and beach restoration techniques, DRC's experienced leadership has what it takes to get the job done.

Whenever disaster strikes a community, DRC is ready to strike back.

Evan Fancher is the **Regional Manager** for the Town of Pembroke Park and will serve as a direct government liaison between the Town and the DRC operations team. Joe Newman, Vice President of Operations, will direct and manage the project, leveraging DRC's experienced operations team. Mr. Newman and his team have over 30 years of experience in disaster recovery management, including but not limited to the following:



Evan Fancher,
Regional
Manager

Hurricane Beryl 2024 - DRC is currently assisting 16 jurisdictions in response to Hurricane Beryl, which affected many areas throughout Texas.

Hurricane Ian 2022 - State of Florida: Managed multiple activations across the state, including three Florida Department of Transportation Regional contracts.

Hurricane Ida 2021 - State of Louisiana: Managed multiple Louisiana Department of Transportation district contracts, removing debris in all FEMA-declared parishes across the state, while managing 36 additional local activations.



Joe Newman,
Vice
President of
Operations

Since its inception, the DRC team has responded to major natural and man-made disasters occurring within the continental United States and its territories. DRC's personnel are trained, motivated, and available for immediate deployment in an emergency response. All assigned personnel will be available to the Town as needed. Personnel are NIMS-certified and/or have specialized training in safety and asbestos management. They are equipped with utility vehicles; digital, handheld, multi-state, two-way radios; cellular communications; and handheld computers; as well as a DRC supervisor handbook including required reports and forms for successful disaster response and management. DRC personnel have the experience and/or training to respond **immediately** to disasters.

DRC employs more than 30 Regional and Project Managers. Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. In the event of a large-scale disaster, Regional Managers may be mobilized to support recovery efforts in any area of the country. Evan Fancher, the Regional Manager for Pembroke Park, is capable of responding to the needs of the Town 24 hours a day, 7 days a week.



PROJECT HISTORY



Relevant Work Experience

2024	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Francine	Louisiana: Lafourche Parish, Terrebonne Parish, Morgan City	3	TBD	TBD
South Fork and Salt Fires	New Mexico: New Mexico Department of Homeland Security and Emergency Management	N/A	TBD	TBD
Hurricane Beryl	Texas: Counties of Brazoria, Harris, Matagorda, and Wharton; Cities of Bay City, Bellaire, Clute, Conroe, Dayton, East Bernard Humble, Jamaica Beach, Liberty, and Houston Memorial Park	21	TBD	TBD
Severe Weather Events	Alabama: Dauphin Island (Town of) Florida: Jackson County, Florida A&M University Louisiana: Louisiana Department of Transportation- District 07, Lafourche Parish, Tangipahoa Parish, East Baton Rouge Parish, Iberville Parish, Lafayette Parish, Pointe Coupee Parish, Baker (City of) Texas: City of Houston and Harris County	7	TBD	Projects are ongoing \$2,000,000
2023	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events & Maintenance Contracts	Alabama: Dauphin Island (Town of), City of Enterprise Florida: City of Hollywood, Manatee County, City of Pembroke Park, Sarasota County Louisiana: East Baton Rouge Parish/City of Baton Rouge, Cameron Parish Police Jury, City of Lake Charles Tennessee: City of Lakeland Texas: City of Austin, City of Houston, City of Lakeway, City of Tyler, Republic Services, Harris County, TX Flood Control District	1	1,048,139	\$25,071,085
Oregon & Gray Fires	Washington: State of Washington	N/A	N/A	\$1,590,213
Hawaii Fires	Hawaii: Maui	N/A	N/A	\$21,238,681
Tornadoes	Alabama: City of Selma, AL Department of Transportation – Dallas County Arkansas: City of Little Rock Mississippi: City of Moss Point, Monroe County Oklahoma: City of Shawnee, Pottawatomie County	7	1,391,475	\$19,941,646
Hurricane Idalia	Georgia: Georgia Department of Transportation – Chatham County Florida: Citrus County, City of Crystal River, City of New Port Richey, Florida A&M University, FDOT District 2 (Chiefland, Gainesville, Lake City, Perry, St. Augustine)	5	37,748	\$1,194,096
2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events & Maintenance Contracts	Florida: Manatee County Louisiana: Pointe Coupee Parish, City of Monroe, East Baton Rouge Parish/City of Baton Rouge North Carolina: City of Greenville South Carolina: South Carolina Department of Transportation – Jasper Tennessee: City of Lakeland	N/A	238,595	\$22,959,139

	Texas: City of Houston, Atascocita Community Improvement Association (Houston, TX), City of Austin Virginia: City of Richmond			
Flooding	Colorado: Larimer County Missouri: City of St. Charles, County of St. Charles	N/A	17,606	\$1,862,050
Tornadoes	Louisiana: St. Charles Parish, St. Bernard Parish	1	78,428	\$864,621
Hurricanes Ian & Nicole	Florida: City of Bradenton, City of DeBary, City of Deland, City of Daytona Beach, Florida Department of Emergency Management, Florida Department of Environmental Protection, FL Department of Transportation Districts 1, 2, & 5, City of Lakeland, School District of Lee County, Town of Longboat Key, City of Maitland, Manatee County, Sarasota County, The School Board of Sarasota County, City of St. Augustine, Moffitt Services, City of St. Augustine, City of Hollywood	21	4,998,953	\$351,628,392
2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Severe Weather Events & Maintenance	Alabama: State of Alabama Department of Conservation and Natural Resources, City of Mobile Florida: Pinellas County Louisiana: Ascension Parish, East Baton Rouge Parish/City of Baton Rouge, City of Central Texas: TxDOT Brazoria County, City of Houston, City of Austin, City of Dallas, Harris County, Texas Republic Services, Galveston County, City of Galveston	3	442,111	\$18,180,716
Hurricane Ida	Alabama: Town of Dauphin Island Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Freshwater District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Town of Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, LADOTD 02, Lafourche Parish, Lafourche School District, Town of Litcher, Village of Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Governor's Office of Homeland Security, City of Kenner, Jefferson Parish Sheriff's Office Florida: FDOT District 2 Pennsylvania: Montgomery County	89	17,994,482	\$333,400,891
Tornadoes	Alabama: Calhoun County, Shelby County, Randolph County – ACCA Georgia: Coweta County Kentucky: City of Mayfield, USACE – Graves County	4	827,146	\$21,477,531
Tropical Storm Nicholas	Texas: City of Bay City, TX Department of Transportation, Matagorda County	2	30,236	\$587,231
Marshall Fires	Colorado: Boulder County	N/A	N/A	\$27,116,548

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Zeta	Alabama: Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County Georgia: Forsyth County Louisiana: New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish Mississippi: Lucedale, Moss Point, Stone County	34	1,802,022	\$32,680,711
Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	6	560,939	\$7,034,400
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	10	840,327	\$15,097,451
Hurricane Laura	Louisiana: Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish Texas: Matagorda County	24	2,530,839	\$36,477,281
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,744,713
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	Louisiana: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge Florida: City of Miami Beach North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston	7	390,713	\$5,880,537
2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Michael	Florida: Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City Georgia: Colquitt	33	5,845,393	\$99,240,250
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejeune	31	2,450,485	\$66,173,873
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Harvey	Texas: Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston,	16	4,283,624	\$124,470,804

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

	Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City			
Hurricane Irma	Florida: Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick	30	3,692,035	\$45,093,237
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works, Puerto Rico's Department of Parks and Recreation	13	1,139,212	\$82,088,685
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	Maryland: Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	Florida: Citrus County, Leon County	N/A	209,941	\$1,792,096
Hurricane Matthew	Florida: Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian North Carolina: New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach Georgia: Georgia Department of Transportation	14	878,856	\$13,749,773
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
2015 Severe Weather Events & Maintenance Contracts	Alabama: AL Department of Transportation – District 2 Louisiana: East Baton Rouge Housing Authority, Ascension Parish Mississippi: Jackson County Missouri: St. Louis County Texas: Ethyl Road Industrial Park, Castlerock Communities, City of Corpus Christi, New Caney Defined Benefits Area MUD within the City of Houston ETJ in Montgomery County, Harris County	N/A	165,977	\$4,182,498
Texas Flood Event	Texas: Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463	\$2,039,329
Louisiana Storm Event	Louisiana: East Baton Rouge Parish and Ascension Parish	N/A	135,977	\$815,867



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Letters of Recommendation



St. Bernard Parish Government

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbp.net

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

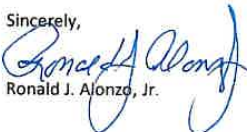
Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home - it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,


Ronald J. Alonzo, Jr.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish

P.O. Box 302 • Hahnville, Louisiana 70057 • Phone: (985) 783-5000 • www.stcharlesparish.gov



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG
COUNCIL
MARK MCCOCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq.
SEAN WADE



1025 HORSHAM ROAD

HORSHAM, PA 19044

215-843-3131 PHONE
215-843-0448 FAX

WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER
DENNIS P. HAGGERTY JR.
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way through our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration



WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951

Phone (318) 628-5824 Fax (318) 628-7336

E-Mail: pj1admin@wppj.net

www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

District One
Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of \$2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

HOME OF THE LOUISIANA FOREST FESTIVAL



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua McAllister', is written over a faint, larger signature.

Joshua McAllister
President
Winn Parish Police Jury

JM/kt



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



Olen Bean
Emergency Management Coordinator

Clif Kennedy

DRC Emergency Services

P: 504.482.2848 M: 713-715-8772

E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

Olen Bean
Newton County EMC



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

222 Saint Louis Street, Baton Rouge, LA 70802





Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2018

RE: Letter of Reference - DRC

To Whom It May Concern:

After Hurricane Matthew, the Georgia Department of Transportation contracted with DRC Emergency Services in the amount of \$1,445,700 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs, and stumps from approximately 162 miles of the State Routes in Chatham County. DRC followed all guidelines and specifications in the contract and completed the contract in the specified timeframe given. DRC provided a project manager to manage all subcontractors and ensure traffic control items were correct and work was completed in a safe manner. All submittals and invoicing was completed and submitted in a timely manner which allowed the Department to quickly process and submit records to FEMA for reimbursement. The Department had a great working relationship with DRC during this contract and would contract with them again in the future.

If you have any questions or need additional information then please feel free to contact this office at (912) 530-4434 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,

Brian H. Scarbrough
Assistant District Maintenance Engineer

cc: File

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR



P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

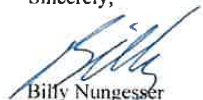
It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,



Billy Nungesser
Lieutenant Governor

WHN/ls

WWW.CRT.LA.GOV



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



Solid Waste Management
235 Operations Center Drive
PO Box 1810
Wilmington, NC 28402-1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711TTY/Voice

August 15, 2017

DRC Emergency Services, LLC, Mobile, Alabama has been the contractor for the City of Wilmington, NC since 2013 to provide Phase II C&D Debris removal & Vegetative Debris Removal & Disposal.

Wilmington needed to activate DRC's contract on two occasions. The first was the ice storm in February 2014 that produced 174,352 cubic yards of vegetative debris. DRC completed the cleanup in 40 days. The second activation came in October 2016 for Hurricane Matthew. Matthew produced 98,658 cubic yards of vegetative debris. Cleanup started on 10/18/16 and was completed on 11/25/2018.

On both occasions Tony Swain DRC's Project Manager arrived in Wilmington the day before the event so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent.

The professional, organization, quality of work and willingness to meet and work with City staff exceeded expectations and fulfilled all objectives of scope of services spelled out in their contract.

Tony was in constant contact reporting progress each day. He was responsive to the City's needs and was very willing to adjust schedules as needed. I had a number of conversations with DRC's home office and they acted equally professional, all members of the DRC staff were very responsive and approachable. The City of Wilmington has a very good working relationship with DRC and are very pleased with the service they provide. Judging from DRC's past performance I would have no issue to recommend them to other municipalities.

Please do not hesitate to call me with any questions or if you need further information.

Sincerely,

Dave Bandick

Superintendent of Solid Waste
City of Wilmington
235 Operations Center Drive
P.O. Box 1810
Wilmington, NC 28402-1810
Ph: 910.341.0081 | Fax: 910.790.2391





JOE SULEYMAN
Director of Environmental Management

NEW HANOVER COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
3002 US HIGHWAY 421 NORTH
Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax (910) 798-4408
E-Mail Address: jsuleyman@nhcgov.com

August 16, 2017

Mr. Tony Swain
DRC Emergency Services
408 N. Topsail Drive
Surf City, NC 28445

RE: Letter of Recommendation

Dear Tony,

I wanted to take this opportunity to thank you and your entire team for the exemplary job you have done for the citizens of New Hanover County. Your debris removal efforts following the 2014 Ice Storm, the EF-1 tornado in 2016, and Hurricane Matthew in 2016 allowed the communities in the county to recover quickly and seamlessly.

I am truly amazed at your watchful eye prior to an event, your rapid response immediately following an event, and that I can often find you out in the field, rake in hand, ensuring that the residents receive the highest level of service, professionalism, and courtesy. We ask a lot of you, and you always delivered.

On behalf of my team at Environmental Management and the citizens of New Hanover County, thank you for your dedication and a job well done. I would strongly recommend DRC to any town, city, county, or other governmental body looking for a debris management contractor that knows how to get the job done, and done right.

Respectfully,

Joe Suleyman
Director, Environmental Management
New Hanover County



January 08, 2017

RE: Letter of reference for DRC

To Whom It May Concern:

The City of Port Neches has worked with DRC in Hurricanes Rita, Ike and Harvey. In the latest, Hurricane Harvey, DRC was the debris removal contractor for the Cities of Nederland, Groves, and Port Neches. In this incident they collected furnisher, building materials, HHW, and demolition/debris. They also ran a debris reduction site. In Rita and Ike, they also collected green waste, removed leaning trees, and hazardous hanging limbs. They collected over 52,000 cuyd. of material in Hurricane Harvey. Their project coordinator did an outstanding job in the management of the site, supervision of all the sub-contractors, disposal of all debris, and the cleaning of the debris site and acquiring TCEQ approval to close that site.

In all of disasters, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs. The City is also in a long-term contract so they will be able to respond in our next disaster.

Please feel free to contact me at (409) 719-4204 should you have any questions.

Sincerely,



Taylor Shelton, P.E.
Public Works Director
City of Port Neches
P.O. Box 758 or 1005 Merriman
Port Neches, Texas 77651
Office: 409-719-4204
Fax: 409-727-8677
E-mail: tselton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Public Works

June 2, 2017

Subject: **DRC Letter of Recommendation**

To Whom It May Concern:

On October 7, 2016, the City of St. Augustine was impacted by Hurricane Matthew as he made his way north in the Atlantic Ocean. While many communities to our south were spared, St. Augustine wasn't as fortunate. Matthew came very close to making landfall in Northeast Florida and while St. Augustine was spared a direct hit, the high winds generated within the outer bands of the storm caused a significant amount of damage and flooding, creating a sizeable debris management problem for our City.

St. Augustine has a pre-event/stand-by contract with **DRC Emergency Services** for Disaster Debris Removal Services so we felt comfortable that a recovery mechanism was already in place.

In advance of the pending event, the DRC team was in contact readying their response. Representatives from DRC were on-site planning their approach to the debris removal effort, and formulating debris collection strategies to address the unique challenges we were facing.

Throughout the debris removal program, DRC's Project Managers and Program Leaders were on site, available, and attentive to the needs of our City and its citizens. The program was well organized and resulted in St. Augustine making a rapid recovery from Hurricane Matthew.

DRC performed professionally and were responsive to City needs within the terms of the contract.

Sincerely,

Martha S. Graham, P.E.
Director of Public Works

75 King Street, 32084 - PO Box 210, 32085 - Office 904/825-1040 - FAX 904/209-4286



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



Leon County
Board of County Commissioners
301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Rd.
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

June 12, 2017

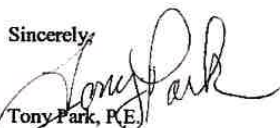
RE: DRC Emergency Services, LLC

To Whom It May Concern:

DRC Emergency Services, LLC worked with Leon County Public Works Department after Hurricane Hermine in our efforts to provide debris removal services to the citizens of Leon County. They were hard working and diligent in getting the debris removed from the roadside and from in front of homes. The debris from Hurricane Hermine was by far the most seen since Hurricane Kate in 1985 and was a challenge to deal with. DRC Emergency Services went the extra mile and provided great service to Leon County.

If you have any questions, please feel free to contact me at (850) 606-1500.

Sincerely,

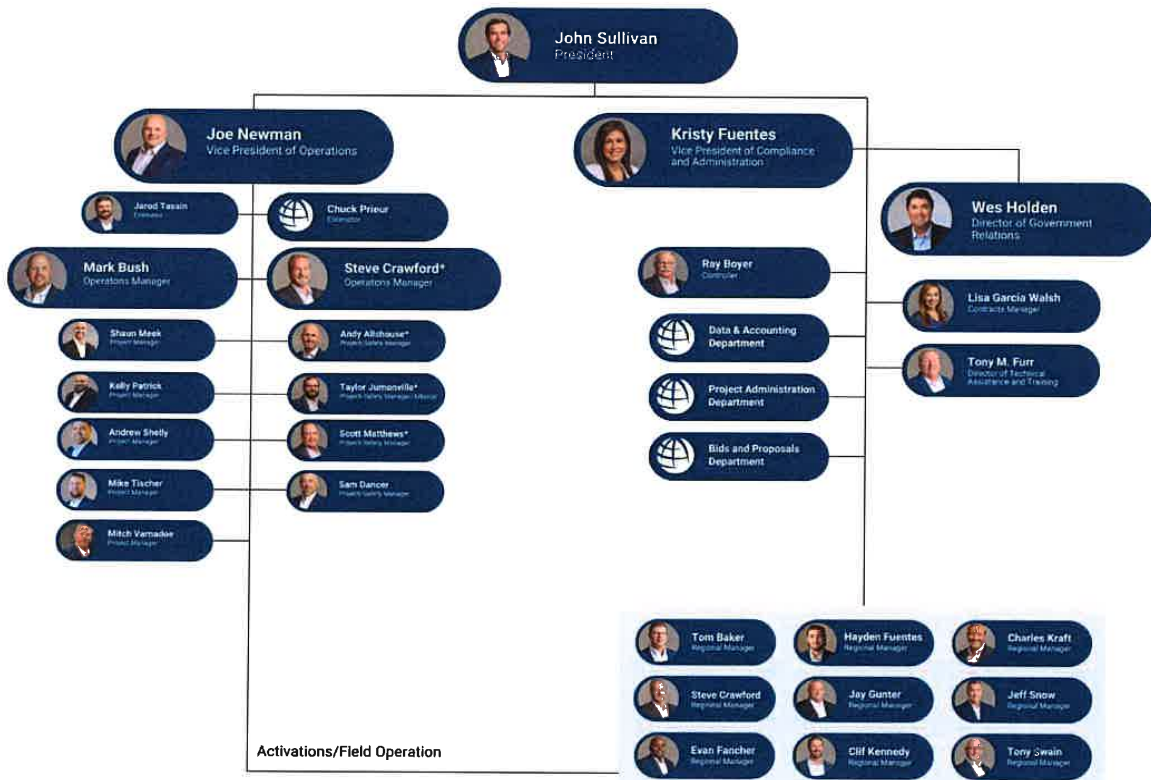

Tony Park, P.E.
Director of Public Works

TP/djw

"People Focused. Performance Driven."

KEY PERSONNEL ROLES

Field Organizational Chart



*indicates person is listed twice



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Key Personnel

DRC's and our subcontractors' personnel list among their accomplishments memberships in several professional organizations, including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC, its affiliates, associates and/or subcontractors are Licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

John Sullivan, President



Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging to land development and infrastructure construction, as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd., which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands-on experience with the recovery process.

Kristy Fuentes, Vice President of Compliance and Administration



Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers over 19 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, and Katrina. Other major projects consist of the 2023 Hawaii Wildfires, Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, California Wildfires, State of Washington Fire Cleanup, Texas Severe Winter Storms, Louisiana Severe Storms and Flooding, and the BP Oil Spill. **She managed 24 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of over 4,900,000 cubic yards of debris.** Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly more demanding disaster recovery environments.

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial

FEMA IS-100.b

FEMA IS-632.a

FEMA IS-633

FEMA IS-634

FEMA IS-700

FEMA IS-702.a



Joe Newman, Vice President of Operations



Mr. Newman has over 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversight to measure progress and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornadoes, Winter Storms, Fires, and Earthquakes with a cumulative contract value of over \$1.5 billion. Mr. Newman is a strong leader whose organization, critical thinking, and communication skills are integral to the success of the team.

CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
FEMA IS-100.b Introduction to Incident Command System, ICS-100
FEMA IS-00632.a Introduction to Debris Operations
FEMA IS-702.a NIMS Public Information Systems
FEMA IS-33.17 FEMA IS-35.17 FEMA IS-2900

Wes Holden, Director of Government Relations



As a co-founder and leader of multiple companies, including Thompson Consulting Services, Wes Holden is a subject matter expert with over 22 years of expertise driving innovation and advancement in the Disaster Recovery industry and managing FEMA programs. Mr. Holden is skilled in architecting innovative software to replace outdated management solutions for natural disasters and emergencies. Over his career, Mr. Holden has been instrumental in securing over \$4B in FEMA reimbursed funding, enabling clients to recover and rebuild in the aftermath of disasters. Having pioneered groundbreaking solutions in the Disaster Recovery industry, Mr. Holden brings incredible knowledge and experience to every project.

Tony Furr, Director of Technical Assistance and Training



Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program from 2005 (Hurricanes Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services and all clients while navigating the FEMA Disaster grant programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he has presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Tony Furr is one of the most knowledgeable people working in the debris management business, with firsthand field experience managing major disasters and PA grants.

TRAINING

ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812, National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation.

Lisa Garcia Walsh, Contracts Manager



Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. Ms. Walsh was responsible for overseeing data collection for state and federally funded projects, helping to recover \$1.9 billion in data collection since 2016. Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence; managing the pre-events contracts database; and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 through assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is received and sent in a timely manner.

CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial
FEMA IS-100.b Introduction to Incident Command System, ICS-100
FEMA IS-632.a Introduction to Debris Operations
FEMA IS-633 Debris Management Plan Development
FEMA IS-634 Introduction to FEMA's Public Assistance Program
FEMA IS-700 National Incident Management System (NIMS), An Introduction
FEMA IS-702.a NIMS Public Information Systems

Steve Crawford, Operations Manager/Regional Manager



Mr. Crawford joined DRC with 25 years of operational and sales experience in the Waste and Recycling Industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the Organics Recycling and Compost Industry in Florida, where he was responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics, and commodity marketing. Mr. Crawford is a previous Board of Directors Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout Florida. Mr. Crawford now works for DRC as an Operations Manager for the East United States and a Regional Manager for North Florida and Georgia. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region. As an Operations Manager, his duties consist of contributing operations information and

recommendations for strategic plans and reviews; preparing and completing action plans; implementing production, productivity, quality, and customer service standards; resolving problems in the field; completing audits; identifying trends; analyzing and improving organizational processes and workflows; maintaining safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complying with legal regulations.

In response to Hurricanes Ian and Ida, Mr. Crawford managed several jurisdictions in Florida, Georgia, and Louisiana, removing a total of 9.3 million cubic yards of debris. In response to Hurricane Ida, Mr. Crawford oversaw the removal of over 4.3 million cubic yards of debris. In response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations Manager in 4 jurisdictions in Louisiana; during this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1.4 million cubic yards of debris throughout these areas.

CERTIFICATIONS

FEMA IS-5.a FEMA IS-8.a

FEMA IS-11.a

FEMA IS-15.b

Hazwoper

Mark Bush, Operations Manager



Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He also served six years in the US Army as a Light Wheel Mechanic and served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. Upon joining DRC, he worked as a Project Manager. Currently, Mr. Bush works for DRC as an Operations Manager for the West Coast. As Operations Manager, Mr. Bush contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail, adaptability to change, and time management.

Mr. Bush managed debris cleanup for the Babb Road Wildfire in Washington and the Marshall Fires in Colorado, resulting in a cumulative contract value of \$36 million.

CERTIFICATIONS

40-Hour OSHA HAZWOPER0

SafeGulf USA

FEMA IS10.a

FEMA IS-200.c

FEMA IS-235.c

TX All-lines Ins. Adjuster (lic#2156078)

H2S Awareness Training CPR AED Certified

FEMA IS-37.23

FEMA IS-241.c

FEMA IS-242.c

SafeLand USA

FEMA IS-5.a

FEMA IS-100.c

FEMA IS-317.a

Evan Fancher, Regional Manager



Mr. Fancher comes to DRC with more than seven years of relevant experience, a dual Bachelor's Degree in Sociology and Political Science from the University of Alabama at Birmingham, and a Master's Degree in Applied American Politics and Public Policy from Florida State University. Mr. Fancher serves as Regional Manager for South Florida for DRC, and he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region. Prior to working with DRC, he led several infrastructure projects for local governments throughout South Florida. He also has experience handling FEMA, and as such, he conducts training courses with local governments, helping them understand FEMA guidelines and best practices.

Mr. Fancher managed 24 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of over 4,900,000 cubic yards of debris.

CERTIFICATIONS

FEMA IS-5.a FEMA IS-10.a FEMA IS-37.23 FEMA IS-111.a FEMA IS-235.c FEMA IS-241.c
FEMA IS-242.c FEMA IS-317.a FEMA IS-325 FEMA IS-559 FEMA IS-632.a FEMA IS-633
FEMA IS-700.b FEMA IS-800.d FEMA IS-1001 FEMA IS-1010

Jay Gunter, Regional Manager



Mr. Gunter comes to DRC with over 35 years in the Solid Waste Industry. As a previous Solid Waste Superintendent with Lake County, Florida, Mr. Gunter has a unique understanding of a jurisdiction's needs during a disaster event. Mr. Gunter is DRC's Regional Manager for Central Florida; he is responsible for securing pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local subcontractors and DMS sites, coordinating trade shows, conferences, and trainings, and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Gunter worked in several Florida counties in response to sargassum and performed biological marine debris collection and disposal services with a cumulative contract value of over \$9 million.

Mr. Gunter is MOT certified for the states of Florida and Virginia, which makes him qualified to design and implement temporary traffic control plans to ensure the safety of personnel, motorists, and pedestrians, making him an invaluable asset to all DOT projects. He has worked closely with ALDOT, FDOT, and LADOT in response to natural disasters, removing a combined total of 2.9 million cubic yards of debris.

Tom Baker, Regional Manager



Mr. Baker comes to DRC with over 25 years of experience in Operations, Acquisitions, Finance, and Sales in the Solid Waste and Recycling Industry, a Master's Degree in Taxation and a Bachelor of Business Administration in Accounting from Georgia State University. Before joining DRC's team, he previously worked as an Area Municipal Services Manager for Republic Services in Los Angeles, California, where he managed a team of 14 municipal managers while juggling responsibility for contracts with an annual revenue of \$400 million, including the City of Los Angeles Commercial Contract and the Los Angeles Unified School District Contract. Mr. Baker brings to DRC his experience in employee management, financial analysis, project management, municipal sales, contract

negotiation, and operations supervision. As the Regional Manager for the Northeast United States, Mr. Baker helps to secure pre-event contracts with jurisdictions, facilitate communication with clients to coordinate appropriate disaster planning before and after an event, identify local sub-contractors and DMS sites, and assist other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Baker also worked as the Project Manager in New York City following Hurricane Isaias, resulting in a contract value of over \$7,721,744. Mr. Baker has experience handling contracts involving storm clean-up following Hurricanes Ian, Ida, Zeta, and Laura, resulting in a contract value of over \$37,000,000.

Charles Kraft, Regional Manager



Mr. Kraft has been working with DRC for 2 decades and has more than a decade of storm experience assisting with clean-up following several hurricanes, ice storms, and tornadoes. As Regional Manager for Alabama, his duties include assisting with securing pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Kraft worked for several jurisdictions in Alabama following Hurricanes Sally and Zeta, managing the removal and disposal of over 1 million cubic yards of debris. In response to Hurricane Ida in Louisiana, he oversaw the removal and disposal of over 3 million cubic yards of debris.

Additionally, Mr. Kraft was instrumental in the design and implementation of DRC's Project Manager's Toolbox, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

CERTIFICATIONS

FEMA IS-100.c	Introduction to Incident Command System, ICS-100					
FEMA IS-200.c	ICS for Single Resources and Initial Action Incident, ICS-200					
FEMA IS-632.a	Introduction to Debris Operations					
FEMA IS-700.b	National Incident Management System (NIMS): An Introduction					
FEMA IS-702.a	NIMS Public Information Systems					
FEMA IS-5.a	FEMA IS-33.17	FEMA IS-35.17	FEMA IS-37.23	FEMA IS-111.a	FEMA IS-235.c	FEMA IS-241.c
FEMA IS-242.c	FEMA IS-315.a	FEMA IS-324.a	FEMA IS-325	FEMA IS-559	FEMA IS-632.a	FEMA IS-633
FEMA IS-634	FEMA IS-800.d	FEMA IS-1001	FEMA IS-1010	FEMA IS-2900		

Tony Swain, Regional Manager



Mr. Swain joined DRC with 15 years of experience as a Project Manager, and prior to working for DRC, he had been involved in DRC's projects since 2006. As DRC's Regional Manager for the Carolinas, he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Swain oversaw the response to Hurricanes Isaias, Florence, Dorian, and Matthew, which resulted in a cumulative contract value of over \$35 million. For several Florida jurisdictions, Mr. Swain oversaw the removal and disposal of over 1.9 million cubic yards of debris following Hurricane Ian. In response to Hurricane Ida, Mr. Swain aided in the removal and disposal of over 2,006,150 cubic yards of debris in Louisiana.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

CERTIFICATIONS

FEMA IS-33.17
FEMA IS-633

FEMA IS-35.17
FEMA IS-634

FEMA IS-100.b
FEMA IS-702.a

FEMA IS-632.a

Jeff Snow, Regional Manager



Jeff Snow comes to DRC with over a decade of experience in the Solid Waste and Recycling Industry in California. He earned his Bachelor's Degree in Business from California State University and his MBA and MIM from Thunderbird School of Global Management, where he also earned certificates from studies at École du Commerce in Paris, France. Prior to working for DRC, Mr. Snow served as President of Rainbow Disposal in Huntington Beach, California – where he and Rainbow were recognized as the nation's leader in recycling and diversion of materials from landfills. Upon acquisition of Rainbow by Republic Services, Jeff served as Senior Area Municipal Sales Manager for Republic Services. He also served as Vice President for CR&R Environmental Services throughout Southern California. Mr. Snow was a leader in the "Don't Waste L.A." movement which culminated in a revolutionized commercial waste & recycling franchise system for the City of Los Angeles, dramatically increasing recycling, good jobs and clean air.

Jeff Snow is a noted sustainability and community leader with recognitions from the United States Congress, State of California Senate, State of California Assembly, and the County of Orange. DRC believes in giving back to the communities we serve, and Jeff Snow is dedicated to community service leadership throughout California. Jeff currently serves on the Board of Directors for Special Olympics, Coastkeeper, Abound Food Care, and Influencers For Good (Passkeys).

Jeff's duties as California Regional Manager for DRC include improving local government's resilience and preparation for natural disasters through pre-event contracts, joint planning and training, identifying local Emergency Push routes for life safety, identifying Debris Management Sites within jurisdictions, partnering with local subcontractors to bolster economic reinvigoration following a disaster event, and assuring timely communications and mobilization for emergency response and recovery following a disaster event.

Clif Kennedy, Regional Manager



As a former Captain in the U.S. Marine Corps, Mr. Kennedy handled the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. As Regional Manager for Colorado and Texas, Mr. Kennedy is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Kennedy handled the Marshall Fire in Boulder County, Colorado, with a total contract value of \$27 million dollars. Additionally, Mr. Kennedy oversaw the removal of debris following a flash flood in Larimer County, Colorado.

Mr. Kennedy handled several Mechanical Dredging and Waterway Debris Removal Projects within the City of Houston, TX, with a cumulative contract value of \$43.5 million. Upon joining the DRC team, Mr. Kennedy worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey; during this project he coordinated with eight different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

Mr. Kennedy has a Bachelor's Degree in Political Science from Texas A&M University. He lives in Clifton, TX with his wife, Kat, and their four children.

CERTIFICATIONS

FEMA – IS-100.b Incident Command System ICS-100

FEMA – IS-632.a Introduction to Debris Operations

FEMA – IS-700.a National Incident Management System (NIMS)

HAZWOPER

8 Hour HAZWOPER Refresher

10 Hour OSHA Training for the Construction Industry

Hayden Fuentes, Regional Manager



Mr. Fuentes joined DRC with a wealth of experience and expertise that will greatly benefit our clients and partners. His professional journey includes roles such as Project Manager at DRC Emergency Services and Branch Manager at Enterprise Holdings, which have equipped him with a strong foundation in leadership, project management, and operational excellence. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local sub-contractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region. In response to Hurricanes Isaias, Laura, and Delta, Mr. Fuentes managed

several jurisdictions throughout the State of North Carolina and Louisiana. He facilitated the removal of a total of 325,000 cubic yards of debris and provided on site management of 5 debris management sites, resulting in over 4 million dollars of federal funding.

Sam Dancer, Field Supervisor and Project Manager



After more than a decade in military and law enforcement, Mr. Dancer joined DRC as a Field Supervisor and Project Manager. His responsibilities as Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Dancer managed six Louisiana contracts for Hurricane Ida with a cumulative contract total of over \$99,200,000.

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

CERTIFICATIONS

FEMA IS-3	FEMA IS-100.fda	FEMA IS-325	FEMA IS-802	FEMA IS-1150	OSHA-122
FEMA IS-5.a	FEMA IS-100.fwa	FEMA IS-360	FEMA IS-803	FEMA IS-1172	OSHA-123
FEMA IS-10.a	FEMA IS-100.hcb	FEMA IS-394.a	FEMA IS-804	FEMA IS- 2000	OSHA-144
FEMA IS-11.a	FEMA IS-100.he	FEMA IS-405	FEMA IS-807	FEMA IS-2002	OSHA-150
FEMA IS-20.19	FEMA IS-100.leb	FEMA IS-420	FEMA IS-807	FEMA IS -2500	OSHA-151
FEMA IS-21.19	FEMA IS-106.17	FEMA IS-421	FEMA IS-809	FEMA IS -2600	OSHA-152
FEMA IS-20.21	FEMA IS-200.b	FEMA IS-453	FEMA IS-810	FEMA IS-2900.a	OSHA-161
FEMA IS-21.21	FEMA IS-200.hca	FEMA IS-454	FEMA IS-811	FEMA IS-2901	OSHA-162
FEMA IS-29	FEMA IS-201	FEMA IS-546.a	FEMA IS-812	OSHA-105	OSHA-602
FEMA IS-33.17	FEMA IS-230.d	FEMA IS-547.a	FEMA IS-813	OSHA-107	OSHA-603
FEMA IS-36	FEMA IS-240.b	FEMA IS-660	FEMA IS-906	OSHA-108	OSHA-605
FEMA IS-37.19	FEMA IS-241.b	FEMA IS-703.a	FEMA IS-907	OSHA-112	OSHA-612
FEMA IS-37.21	FEMA IS-244.b	FEMA IS-706	FEMA IS-909	OSHA-113	OSHA-614
FEMA IS-42	FEMA IS-315	FEMA IS-775	FEMA IS-912	OSHA-115	OSHA-618
FEMA IS-60.b	FEMA IS-317	FEMA IS-800.b	FEMA IS-914	OSHA-116	OSHA-700
FEMA IS-75	FEMA IS-324.a	FEMA IS-801	FEMA IS-1010	OSHA-121	OSHA-701
OSHA-702	OSHA-704	OSHA-707	OSHA-716		
OSHA-718	OSHA-719	OSHA-722	OSHA-750		
OSHA-806	OSHA-807	OSHA-808	OSHA-809		
OSHA-815	OSHA-852				

ADDITIONAL OSHA CERTIFICATES

30-hour Construction Safety and Health
 Confined Space Safety in Construction
 Construction Worksite Safety
 Hand and Power Tool Safety
 Introduction to Ergonomics
 Introduction to Safety Recognition
 Occupational Safety and Health Professional
 Occupational Safety and Health Specialist
 Occupational Safety and Health Supervisor
 Occupational Safety and Health Trainer (Train-the-Trainer)
 Safety Committee Chair
 Safety Committee Member

Scott Matthews, Project Manager



Mr. Matthews has over three decades of relevant work experience as a Project Supervisor and Manager. He has a proven track record of coordinating and planning for complex contracts, including developing project milestones. His duties as a Project Manager consist of on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

In his first year with DRC, Mr. Matthews managed the removal of over 3,000,000 cubic yards of debris across four Louisiana jurisdictions in response to Hurricane Ida. In response to Hurricane Ian, he worked closely with the Florida Department of

Transportation, the **Florida Department of Environmental Protection**, and several Florida jurisdictions while aiding in the management of over **2,600,000 cubic yards of debris**.

Shaun Meek, Project Manager



Mr. Meek has over 11 years of relevant work experience and a Master's Degree in Applied Criminology Management and Administration from Texas A&M Commerce. Mr. Meek's responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

He has managed the City of Houston's Bulk Waste and Illegal Dumping Operation for the last five years, with a total contract value of \$15 million.

He currently resides in Harris County, TX.

Mitch Varnadoe, Project Manager



Mr. Varnadoe has more than a decade of relevant work experience. Mr. Varnadoe's responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Varnadoe was the Project Manager on DRC's contract with USACE in response to the Kentucky Tornadoes. He facilitated debris removal in multiple jurisdictions for **Hurricane Ian**, resulting in a cumulative contract value of \$68 million, and removing and disposing of over **860,000 cubic yards of debris**.

Andy Allshouse, Project Manager



Mr. Allshouse has seven years of relevant work experience and a Bachelor of Science Degree in Community Health Education from Western Michigan University. Prior to working with DRC, Mr. Allshouse worked with DRC's sister company, SLSCO, a fellow disaster response company. Mr. Allshouse currently resides in New Port Richey, Florida. As a Project Manager for DRC, his responsibilities include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Allshouse facilitated the removal and disposal of a combined total of over 3.8 million cubic yards of debris in response to Hurricanes Ian, Ida, and Idalia, resulting in a cumulative contract value of \$55 million dollars.

CERTIFICATIONS

ASBESTOS CONTRACTOR/SUPERVISOR

40-HOUR OSHA HAZWOPER0

Taylor Jumonville, Project Manager



Mr. Jumonville has six years of experience in project management. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors. Mr. Jumonville is also asbestos certified, technician and traffic control support certified for Louisiana, and a certified arborist. Mr. Jumonville presently resides in Lafayette, Louisiana.

His most notable projects are the Hurricane Ida Cleanup, which resulted in the removal and disposal of over 3.2 million cubic yards of debris, and the ALDOT Hurricane Zeta and Tornado, which resulted in the removal and disposal of 750,000 cubic yards of debris.

CERTIFICATIONS

ASBESTOS CONTRACTOR/SUPERVISOR
TRAFFIC CONTROL TECHNICIAN
40-HOUR OSHA HAZWOPER
FEMA IS-5A
FEMAIS-111.A
FEMA IS-800

CERTIFIED ARBORIST
TRAFFIC CONTROL SUPERVISOR

FEMA IS-37.23
FEMA IS-200.C
FEMA IS-1010

FEMA IS-00100.C
FEMA IS-633

Jarod Tassin, Estimator and Project Manager



Mr. Tassin joined DRC with 4 years of relevant work experience, having worked for a debris monitoring firm. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors. As an Estimator, he estimates costs for all aspects of DRC's debris removal and management projects. Mr. Tassin is also technician and traffic control support certified for Louisiana.

Mr. Tassin oversaw the operation for the Marshall Fires in Colorado, resulting in a contract value of **\$27 million**, and cleanup for **Hurricanes Ian and Ida**, resulting in a contract value of \$43.8 million.

CERTIFICATIONS

ASBESTOS CONTRACTOR/SUPERVISOR
FEMA IS-10.A
FEMA IS-37.23
FEMA IS-111.A
FEMA IS-241.C
FEMA IS-324.A
FEMA IS-632.A
FEMA IS-800

TRAFFIC CONTROL TECHNICIAN
FEMA IS-1010
FEMA IS-37.24
FEMA IS-200.C
FEMA IS-242.C
FEMA IS-325
FEMA IS-700.B
FEMA IS-1001

TRAFFIC CONTROL SUPERVISOR FEMA IS-5A

FEMA IS-100.C
FEMA IS-235.C
FEMA IS-317.A
FEMA IS-559
FEMA IS-633
FEMA IS-00100.C

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Andrew Shelly, Project Manager



Mr. Shelly has a Bachelor's Degree in Homeland Security Emergency Management from Ashford University, and he served in the Marine Corps from 2003-2023. While serving in the Marine Corps, Mr. Shelly had multiple roles including small unit leadership, ground combat element, and Special Operations Senior Advisor – all things which make him a great Project Manager for DRC. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors. Since joining DRC, Mr. Shelly has assisted in projects across Texas, Louisiana, and Florida.

Chris Price, Estimator and Project Manager



Chris Price has been with DRC and its sister company SLS since 2015. He brings to the company over 11 years of project management experience. He is responsible for all aspects of the administrative management of a project, including implementing and managing project schedules and budgets, reviewing and submitting project submittals and RFIs, and ensuring that all work completed is in strict compliance with the contract plans and specifications. His previous employment with Southern Gulf of Mexico garnered him many accolades for the management of various manufacturing operations for oil and gas companies. He holds a B.S. in Civil and Environmental Engineering from the University of Louisiana.

Kelly Patrick, Project Manager



Kelly Patrick came to DRC in 2020 with 3 years' experience in the debris removal industry. Previously, he was a practicing attorney working primarily in environmental law. As an attorney for both the State of Louisiana and the Plaintiffs' Steering Committee in MDL 2179 class action regarding the Deepwater Horizon oil spill, he served on teams that accomplished landmark settlement agreements with BP.

As a Project Manager for DRC, he manages debris removal projects from start to finish, including meeting with clients, damage assessment, planning, deployment of assets, and progress monitoring. Mr. Patrick has managed projects for DRC including Hurricanes Delta and Ida, the February 2021 ice storm and May 2021 flood in East Baton Rouge Parish, August 2021 tornado in Randolph County, Alabama, and an ongoing waterway clearing project for East Baton Rouge Parish, which has removed more than 30,000 tons of debris to date.

CERTIFICATIONS

FEMA IS 100.C (ICS 100): Intro to ICS

FEMA IS 200.C (ICS 200): Basic ICS for Initial Responders

FEMA IS 700.B: Intro to NIMS

FEMA IS 800.D: Intro to NRF

Mike Tischer, Project Manager



Mr. Tischer joined DRC in 2022 with 14 years of experience in the Disaster Recovery Industry. He earned a Bachelor of Science in Environmental Geosciences with a Minor in Geography from North Illinois University. Prior to joining DRC, Mr. Tischer worked for Arcadis from 2010 to 2022, where he honed his ability to manage and interact with clients, regulators, and local, federal, and state governments; coordinate field operations; and manage staffs as large as 230 people. Mr. Tischer is well versed in tree removal operations, wildfire debris cleanup operations, pre-demos and asbestos operations, and environmental health and safety compliance. Mr. Tischer's unique background brings a fresh view to DRC's disaster operations and will be a huge asset to DRC in the years to come. As a Project Manager, Mr. Tischer can handle on-site management of all phases of projects and make necessary adjustments to ensure optimal performance; ensure that personnel are properly trained and equipped to carry out their duties; investigate incidents and accidents in the field and take appropriate corrective action; coordinate with other departments to ensure that field operations are running smoothly; coordinate daily meetings and reports; and coordinate subcontractors.

Since joining DRC in 2022 as a Project Manager, he has managed the Larimer County Flood Cleanup, which had a contract value of over \$1,800,000, and the Boulder County, Colorado, Marshall Fire Cleanup, a project totaling over \$27,000,000.

Clint Pate, Business Development Coordinator



Clint Pate comes to DRC with over 30 years of experience. Before joining the DRC team, Mr. Pate worked for an engineering firm for 23 years designing highways. In 2014, he was elected to serve on the Jackson County, Florida Commission where he worked for 8 years. For 2 years, Mr. Pate was Chairman of the Board of the County Commission, where he helped with the cleanup after Hurricane Michael, Hurricane Sally, and the start of Covid. Mr. Pate is skilled in sales, project management, and contract reviews, and he has remarkable knowledge of elected officials and leaders in the panhandle of Florida.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines of **more than \$500 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- ☛ DRC's combined contract total for 2022 is valued at over \$377,000,000. During this time, DRC removed and disposed of over 5,300,000 cubic yards of debris across nine states.
- ☛ In 2021, DRC removed 18,000,000 cubic yards of debris and managed 89 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over \$457,000,000.
- ☛ The 2020 hurricane season consisted of numerous storms, including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over \$95 million.
- ☛ The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- ☛ Three major hurricanes hit continental North America in 2017: Hurricanes Harvey, Irma, and Maria. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling \$251 million and 6 million cubic yards.
- ☛ 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Matthew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, picked up 4 million cubic yards of debris, and was awarded over \$64.7 million in contracts.
- ☛ The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in the Carolinas, DRC managed the debris removal for five counties in North Carolina and eight counties for SCDOT. DRC removed over 225,000 trees and 1,400,000 cubic yards of debris, with a total contract value of \$54,449,473.
- ☛ DRC successfully performed in 10 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is \$185,334,469.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

Banking

Texas Capital Bank
Leila Aloï
Senior VP Corporate Banking
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7005
Leila.Aloï@texascapitalbank.com

Surety

Bowen, Miclette, & Britt Insurance Agency LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com

Insurance

McGriff, Seibels & Williams
Rob Harrison
10100 Katy Freeway
Suite 400
Houston, TX 77043
(713) 940-6544
Rob.harrison@mcgriff.com



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

CONFIDENTIAL

★ Texas Capital Bank

January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to \$500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the Syndicated Credit Facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

Leila Z. Alo
Senior Vice President
Texas Capital Bank
832-308-7005

1330 Post Oak Blvd., Suite 1700
Houston, TX 77056
832.308.7000



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



CONFIDENTIAL

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 3, 2024

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to \$500,000,000 as long as these projects fit within a \$1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time the bonds are requested. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Executive Vice President

DTM/rg

INSURANCE / BONDS/ RISK MANAGEMENT



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2024

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

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

PRODUCER
McGriff Insurance Services, LLC
10100 Katy Freeway, #400
Houston, TX 77043

CONTRACT NAME: Turner Murphy
PHONE (A/C No, Ext): 713-877-8975 FAX (A/C No): 713-877-8974
E-MAIL ADDRESS: turner.murphy@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Crum & Forster Specialty Insurance Company	44520
INSURER B: United States Fire Insurance Company	21113
INSURER C: Texas Mutual Insurance Company	22845
INSURER D: Argonaut Insurance Company	19801
INSURER E: Vantage Risk Specialty Insurance Company (16275)	
INSURER F:	

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES

CERTIFICATE NUMBER: 6ZA452C2

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		ECG107202	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		1387748556	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS		EFX125034	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0001307608 TX 929088471754 OG	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution & Errors & Omissions		P03CP0000055600	03/31/2024	03/31/2025	Contractor's Pollution Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DRC Emergency Services, LLC
111 Veterans Memorial Blvd., Suite 401
Metairie, LA 70005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Michael Broadlove, Jr.

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ACORD 25 (2016/03)

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Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

FEMA PUBLIC ASSISTANCE PROGRAM

DRC has an unparalleled record for providing jurisdictions with the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well-trained and principled personnel.



Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate them on how to ensure compliance with Federal Policy and Procedures. Mr. Furr was the FEMA Region VI Debris Subject Matter Expert from 2013 – 2021, and he has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

State & Federal Programs

The Public Assistance Program of the Federal Emergency Management Agency (FEMA) is aimed at providing support and resources for disaster recovery efforts. These programs facilitate the reimbursement of eligible expenses incurred by state and local governments, as well as certain nonprofit organizations, following a federally declared disaster.

The Public Assistance Program and Policy Guide (PAPPG) is a comprehensive, consolidated program and policy document for FEMA's Public Assistance Program. DRC thoroughly reviews and follows the PAPPG. The latest version is FEMA Policy 104-009-2, Public Assistance Program and Policy Guide Version 4 (issued June 1, 2020). This latest PAPPG supersedes all previous policies and publications for disasters declared on or after June 1, 2020.

Within the Florida Division of Emergency Management (FDEM), several programs are aligned with the FEMA Public Assistance Program. Key programs within FDEM that are aligned with the FEMA Public Assistance Program include the following:

Public Assistance Grants

The State administers public assistance grants to eligible entities to cover costs associated with debris removal, emergency protective measures, and the repair, replacement, or restoration of public infrastructure damaged or destroyed by disasters. This program aims to expedite the recovery process and restore essential services to affected communities.

Hazard Mitigation Grant Program (HMGP)

HMGP provides funding to support projects that mitigate the risk of future disasters and enhance community resilience. The State's HMGP, aligned with FEMA guidelines, enables state and local governments to implement measures such as flood control projects, structural retrofits, and land acquisition for hazard mitigation purposes.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Community Disaster Loans (CDL)

The State's CDL program provides financial assistance to local governments facing revenue shortfalls due to a disaster-related decline in tax revenues or increased expenditures. These loans help municipalities maintain essential services and bridge the gap until regular revenue streams are restored.

These programs, modeled after FEMA's framework, demonstrate the State's commitment to leveraging federal resources and implementing effective strategies to mitigate the impact of disasters and support long-term recovery efforts across the state.

Funding Sources

After a natural disaster, FEMA Public Assistance applicants have access to various funding sources to support their recovery efforts. These funding sources include the following:

Federal Grants: FEMA provides grants to eligible applicants for disaster-related expenses, including debris removal, emergency protective measures, and infrastructure repair or replacement.

State Matching Funds: Applicants are required to provide a percentage of the total project cost as a non-federal match, which can come from state or local government funds, in-kind services, or donations.

Hazard Mitigation Grants: FEMA offers Hazard Mitigation Grant Program (HMGP) funding to support projects that mitigate the risk of future disasters. These grants can be used for measures such as floodplain restoration, structural retrofits, and public education campaigns.

Community Development Block Grants: The U.S. Department of Housing and Urban Development (HUD) may allocate Community Development Block Grant (CDBG) funds to assist with disaster recovery and rebuilding efforts, particularly for housing rehabilitation, economic revitalization, and infrastructure improvements.

Natural Resources Conservation Service (NRCS) Funding: NRCS provides financial assistance through programs like the Emergency Watershed Protection Program (EWP) to address watershed impairments caused by natural disasters. EWP funding supports measures such as debris removal, streambank stabilization, and erosion control to mitigate further damage and protect natural resources.

These funding sources provide crucial financial assistance to FEMA Public Assistance applicants, helping them rebuild and strengthen their communities in the aftermath of a natural disaster.

Reimbursement Process

The FEMA Public Assistance reimbursement process is crucial for assisting applicants in recovering from disasters and restoring essential services to their communities. Key elements of this process include the following:

Eligibility Determination: FEMA evaluates the eligibility of projects submitted by applicants based on established criteria, including the type of work, its relationship to the disaster, and compliance with federal regulations.

Project Formulation: Applicants work with FEMA to develop detailed project worksheets that outline the scope of work, estimated costs, and supporting documentation for each eligible project.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Obligation of Funds: Once projects are approved, FEMA obligates funds to cover the federal share of eligible costs, up to 75% of the total project cost, with the applicant responsible for providing the non-federal match.

Documentation: Applicants must maintain accurate records and documentation throughout the project lifecycle, including procurement procedures, labor costs, equipment usage, and invoices, to support reimbursement claims.

In the aftermath of a natural disaster, debris removal is often one of the most immediate and significant challenges faced by communities. In this context, the role of the debris monitor becomes pivotal in ensuring efficient and compliant debris removal operations, as well as facilitating the reimbursement process through FEMA Public Assistance. The debris monitor serves as a crucial link between the debris removal contractors, the applicant, and FEMA, playing a vital role in documenting and verifying the removal of debris from public areas. Here's an in-depth look at the role of the debris monitor in the reimbursement process:

Debris Monitoring: The debris monitor is a critical component of the debris removal process following a disaster. They are responsible for overseeing and documenting the removal of debris from public areas such as roads, parks, and other public property.

Verification of Work: The debris monitor verifies that debris removal contractors comply with FEMA guidelines and contract specifications, ensuring that debris is properly sorted, segregated, and disposed of in accordance with environmental regulations.

Documentation: The debris monitor meticulously documents the quantity, type, and location of debris removed, as well as the methods used for disposal. This documentation serves as evidence to support reimbursement claims submitted to FEMA.

Quality Assurance: In addition to monitoring the physical removal of debris, the debris monitor performs quality assurance checks to ensure that work meets established standards and that debris removal operations are conducted safely and efficiently.

Support for Reimbursement Claims: The detailed documentation provided by the debris monitor is essential for applicants seeking reimbursement from FEMA for eligible debris removal costs. This documentation helps demonstrate the scope of work performed, justify the associated expenses, and facilitate the reimbursement process.

Overall, the debris monitor plays a crucial role in the FEMA Public Assistance reimbursement process by ensuring that debris removal activities are conducted in compliance with federal regulations and that accurate documentation is maintained to support reimbursement claims.

Knowledge and Experience with State and Local Emergency Management Agencies

DRC Emergency Services has been actively engaged in disaster recovery efforts across the United States for the past 20 years, collaborating closely with local, state, and federal agencies. Our commitment is to assist in optimizing performance and ensuring reimbursement. DRC coordinates with the Public Assistance Firm and monitoring firm in each jurisdiction to review and reconcile every individual ticket and or line item for eligibility with all State and Federal agencies. This process expedites the submittal of accurate documentation in a timely manner. DRC has a strong track record of maximizing federal reimbursement for eligible work without any de-obligation.



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

In the State of Florida, we have worked directly with the Florida Department of Transportation and Development (FDOT), Florida Department of Environmental Protection, and the Florida Department of Emergency Management, following all FEMA Guidelines and Policies. DRC's management team participates in state conferences and workshops and stays up to date with relevant policies and procedures. DRC's thorough review of and adherence to FEMA's Public Assistance Program and Policy Guide demonstrates our commitment to efficient and effective disaster recovery processes.

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our clients. DRC immediately implements internal measures to ensure that our clients and prospective clients are prepared to be fully compliant with any changes or updates to FEMA's policies. DRC carefully reviews scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of the Disaster Recovery Coalition of America (DRCA)**, the industry's trade organization. Through this membership, DRC helps shape policy and legislation relevant to jurisdictions' recovery processes. Our additional memberships in other professional organizations (NEMA, APWA and SWANA) provide us with recent industry knowledge necessary to support our client base.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery. Following is a list of FEMA declared disasters for which DRC has completed work.

Year	Event	State	Declaration Number
2024	Hurricane Beryl	TX	DR-4798
	New Mexico South Fork Fire and Salt Fire	NM	DR-4795-NM
	Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding	TX	DR-4781
Year	Event	State	Declaration Number
2023	Washington Wildfires	WA	DR-4759
	Tennessee Severe Storms and Straight-line Winds	TN	DR-4735
	Hurricane Idalia	FL	DR-4734
	Oklahoma Severe Storms, Straight-line Winds, and Tornadoes	OK	DR-4706
	Texas Severe Winter Storm	TX	DR-4705
	Arkansas Severe Storms and Tornadoes	AR	DR-4698
	Mississippi Severe Storms, Straight-line Winds, and Tornadoes	MS	DR-4697

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

	Alabama Severe Storms, Straight-line Winds, and Tornadoes	AL	DR-4684
Year	Event	State	Declaration Number
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
Year	Event	State	Declaration Number
2021	Marshall Fire and Straight-Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
Year	Event	State	Declaration Number
2020	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
Year	Event	State	Declaration Number
2019	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Year	Event	State	Declaration Number
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
Year	Event	State	Declaration Number
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
Year	Event	State	Declaration Number
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
Year	Event	State	Declaration Number
2015	TX Severe Storms & Flooding	TX	DR-4269
Year	Event	State	Declaration Number
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
Year	Event	State	Declaration Number
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
Year	Event	State	Declaration Number
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
Year	Event	State	Declaration Number
2010	TN Severe Flooding	TN	DR-1909
Year	Event	State	Declaration Number
2009	Ice Storms	MD, VA	DR-1875, DR-1874



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Year	Event	State	Declaration Number
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
Year	Event	State	Declaration Number
2007	Ice Storms	MO	DR-1736
Year	Event	State	Declaration Number
2006	Ice Storms	NY	EM-3268
Year	Event	State	Declaration Number
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	LA, TX	DR-1606, DR-1607

Proposed Subcontractors

In addition to the Subcontractors listed below, DRC has teamed with **MCO Construction & Services, Inc.**, a **Woman/Minority-owned Business Enterprise (WMBE)** that services South Florida. MCO is a full-service construction management company dedicated to delivering projects on-time, within budget, and in compliance with the special needs of large public and private projects. Founded in 1993, MCO has performed construction management with a combined value in excess of \$110 million. Our partnership with MCO augments our resources and ability to quickly respond to any contingency that disrupts Pembroke Park, while forwarding our mission to include Historically Under-utilized Businesses as much as possible in our operations. This alliance provides vital local knowledge and allows DRC to establish relationships with other local civil contractors.



"A Small Company With A Large Presence"

MCO Construction & Services, Inc.
 Ann McNeill, President
 6600 NW 27th Avenue, Suite 208
 Miami, Florida 33147
 Phone: 305-693-4344
 Fax: 305-693-4544
info@mcoconstruction.net

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Subcontractor	Address	Phone	Push	Collection	Donkey Trailer	Self Loader Truck	Bucket Truck	Skidsteer
All American Arbor Service	8581 NW 11th St. Pembroke Pines, FL 33024	(305) 748-8153	X		X		X	X
Parsons Tree Service	2326 Roosevelt St. Hollywood, FL 33020	(954) 920-1646	X		X		X	X
All About Trees Tree Service	4933 SW 44th Ave. Fort Lauderdale, FL 33314	(954) 583-3156	X		X		X	X
Arbor Squad Tree Service	5500 SW 70th Ave. Davie, FL 33314	(954) 583-3156	X		X		X	X
Royal Tree Service	6631 Mead St. Hollywood, FL 33024	(954) 839-7128	X		X		X	X
Royal Tree Services and Landscaping LLC	1664 SW 28th Ter. Fort Lauderdale, FL 33312	(954) 773-6668	X		X		X	X
Tree 91 Team	4581 Weston Rd., Ste 368 Weston, FL 33331		X		X		X	X
EDJ Services	4861 SW 106th Ave. Davie, FL 33328	(855) 566-9335	X		X		X	X
Big Pine Tree Services	1801 SW 75th Ter. Plantation, FL 33317	(954) 318-8733	X		X		X	X
Sherlock Tree Company	697 SW 9th Ter. Pompano Beach, FL 33069	(954) 788-4000	X	X	X	X	X	X
Southern Arbor Services	2651 NE 52nd St. Lighthouse Point, FL 33064	(954) 603-7878	X	X	X	X	X	X
Phil's Expert Tree Service	4221 NW 71st St. Coconut Creek, FL 33073	(561) 995-7777 (877) 512-8733	X		X		X	X



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Rick's Tree Service	934 N University Dr., Ste 328 Coral Springs, FL 33071	(954) 415-1405	X		X		X	X
Chop Chop Tree Service	2424 Federal Highway Boca Raton, FL 33431	(561) 203-4117	X		X		X	X
Migano Tree Services	1127 SE 2nd St. Boynton Beach, FL 33435	(561) 738-2850	X	X	X	X	X	X

EXISTING DISASTER RELATED PRE-EVENT CONTRACTS

CURRENT PRE-POSITION CLIENTS OF DRC

DRC has been selected as pre-positioned, pre-qualified, or "stand-by" contractor for over 286 government entities and political subdivisions. DRC structures our management so that top level management personnel have the ability to be accessible to our clients in the case of multiple activations.

State of Alabama

ALDOT(6)	Daphne (City of)	Phenix (City of)	Selma (City of)
Alexander (City of)	Dauphin Island (Town of)	Prichard (City of)	Semmes (City of)
Coffee County	Mobile (City of)	Robertsdale (City of)	

State of California

Alameda County	Los Angeles County	Orange County	Santa Clara County
Calabasas (City of)	Merced County	San Benito County	Sonoma County (2)
Costa Mesa (City of)	Mission Viejo (City of)	San Bernardino County	Temecula (City of)
Culver City	Mono County	San Diego County	Ventura (County of)
Hollister (City of)	Murrieta (City of)	Santa Barbara County	
Humboldt County	Oakland (City of)	Santa Clarita (City of)	

State of Colorado

Arapahoe (County)	Aurora (City of)	Broomfield (City/County)	Larimer County
Arvada (City of) (2)	Boulder County	Estes Park (City of)	Longmont (City of)

State of Connecticut

West Hartford (Town of) (2)			
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State of Florida

AECOM - NSA	Glades County	Miami-Dade County (3)	Sandestin Owners Association
Angler's Club Homeowners Association	Greater Miami Expressway Agency (GMX)	Miami Beach (City of) (3)	Sanford (City of)
Angler's Homeowners Association	Gulf Stream (Town of)	Miami Gardens (City of)	Sanibel (City of)
Atlantic Beach (City of)	Hallendale Beach (City of)	Miami Shores Village	Santa Rosa County
Atlantis (City of)	Hardee County	Miramar (City of)	Sarasota County (2)
Bal Harbour (Village of)	Haverhill (Town of)	Monroe County (3)	Sarasota (City of)
Bay County	Hernando County (2)	Nassau County	School Board of Sarasota County
Bradenton (City of)	Hialeah (City of)	New Port Richey (City of)	School District of Osceola County
Broward County	Hollywood (City of) (2)	Newberry (City of)	Sebastian (City of)
Broward County Schools	Homestead (City of)	Niceville (City of)	Seminole Tribe of FL

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Calhoun County	Indian Creek Village	North Bay Village	South Broward Drainage District
Cape Coral (City of)	Indian Rocks Beach (City of)	North Lauderdale (City of)	South Florida Water Management District (3)
Central Florida Electric Cooperative	Inverness (City of)	North Miami	South Indian Water Control District
Charlotte County	Jackson County	North Miami Beach (City of)	South Miami (City of)
Cinco Bayou	Jefferson County	Northwest Florida Water Management District (NFWFMD)	St. Augustine (City of)
Citrus County	Juno Beach (Town of)	Ocean Reef Club, Inc	St. Johns County
Coconut Creek (City of) (2)	Jupiter Island (Town of) (2)	Ocean Reef Community Association	St. Lucie County
Cooper (City of)	Key West (City of)	Ocean Ridge (Town of)	Stuart (City of)
Crestview (City of)	Keys Utility Board	Okaloosa County	Surfside (Town of)
Crystal River (City of)	Lake County	Orange County	Sunny Isles Beach (City of)
Daytona Beach (City of)	Lake Park (Town of)	Orlando (City of)	Tallahassee (City of)
Debarry (City of)	Lake Worth	Ormond Beach (City of)	Tavares
Deland (City of)	Lake Worth Beach (City of)	Palm Beach (Town of) (2)	Tequesta (Village of)
Deltona (City of)	Lake Worth Drainage District (2)	Palm Beach County School District	Treasure Island (City of)
Doral (City of)	Lakeland (City of)	Palm Beach County Solid Waste Authority	University of Central Florida (UCF)
Dunedin (City of)	Largo	Palm Beach Gardens (2)	Utility Board of Key West
FDEP (2)	Lauderdale Lakes (City of)	Palm Coast (City of)	Valparaiso (City of)
FDOT District 1 (5)	Lauderhill (City of)	Palm Springs (Village of)	Venice (City of)
FDOT District 2 (6)	Lazy Lake (Village of)	Palmetto (City of)	Vero Beach (City of)
FDOT District 4	Leesburg (City of)	Palmetto Bay (Village of)	Virginia Gardens (Village of)
FDOT District 5	Leon County	Pasco County	Volusia County
FDOT District 6	Lighthouse Point (City of) (2)	Pembroke Park (Town of)	Wakulla County
FDOT District 8 (4)	Longboat Key (Town of)	Pinellas County (2)	Vizcaya Museum and Gardens Trust
Fernandina Beach	Longwood (City of)	Pinellas Park (City of)	Walton County
Florida A&M University	Loxahatchee Groves (Town of)	Pompano Beach (City of) (2)	West Park (city of)
FL Municipal Power Authority	Lynn Haven (City of)	Port Orange (City of)	Weston (City of)
Flagler County	Madeira Beach (City of)	Port St. Lucie (City of)	Fort Myers
Fort Pierce (City of)	Maitland (City of) (2)	Riviera Beach (City of)	Fort Walton Beach
Ft. Pierce Utility Authority	Manalapan (Town of)	Safety Harbor (City of)	Manatee County
Marathon (City of)	Gadsden County	Mary Esther (City of)	Miami (City of) (2)

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

State of Georgia			
Blakely-Early County	Dawson County	Lee County BOCC	St. Mary's (City of)
Camden County	Douglas County	Macon-Bibb County	Columbus (City of)
Clayton County	Garden City	Richmond Hill (City of)	Savannah (City Of)
GDOT District 1 -7			
State of Hawaii			
Honolulu (City and County)			
State of Iowa			
Cedar Rapids (City of)	Iowa County		
State of Kentucky			
Louisville Jefferson County	Mayfield (City of)		
State of Louisiana			
Ascension Parish	Greater Lafourche Port Commission	LADOTD District 62	St. James Parish (4)
Assumption Parish	Grant Parish	Lafayette Consolidated Government (2)	State of LA
Baker (City of)	Iberia Parish	Lafayette Parish	Tangipahoa Parish
Baton Rouge (City of)	Iberville Parish	Lafourche Parish	Terrebonne Parish (2)
Bayou Lafourche Fresh Water District	Jefferson Davis Parish Police Jury (2)	Lafourche Parish School District	Vermillion Parish Police Jury
BREC	Jefferson Parish (4)	Lake Charles (City of) (4)	Washington Parish
Cameron Parish Police Jury	Jefferson Parish Sheriff's Office	Morgan City	West Baton Rouge Parish
Carencro (City of)	Kenner (City of)	Pointe Coupee Parish	Winn Parish Police Jury
East Baton Rouge Parish/City of Baton Rouge (2)	LADOTD District 2	Port of New Orleans Board Commission	Youngsville (City of)
Evangeline Parish Solid Waste	LADOTD District 7	St. Bernard Parish	Zachary (City of)
	LADOTD District 61 (2)	St. Charles Parish (2)	
State of Maryland			
Anne Arundel County	Garrett County	Prince George's County	Talbot County
Caroline County	Harford County	State of Maryland – DGS (2)	Worcester County
Frederick County	Ocean City	St. Mary's County	
State of Minnesota			
Ramsey County			
State of Mississippi			
Lucedale (City of)	Moss Point (City of)	Ocean Springs (City of)	
State of New York			
New York (City of)	Suffolk County	Nassau County	

Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

State of North Carolina			
Burgaw (Town of)	Greene County	Nags Head (Town of)	Wilmington (City of)
Cabarrus County	Greensboro (City of)	Pine Knoll Shores (Town of) (2)	Winterville (Town of)
Cumberland County	Greenville (City of)	Southport (City of)	Montgomery County
Durham (City of)			
State of Oklahoma			
State of Oklahoma Office of Management and Enterprise Services (OMES)	Shawnee (City of) (2)		
State of Oregon			
Washington County – Prequalified	Clackamas County	State of Oregon	
State of Pennsylvania			
Montgomery County			
State of Rhode Island			
Rhode Island (State of)	Westerly Public Schools (Town of)		
State of South Carolina			
South Carolina Department of Transportation	Barnwell County	Spartanburg County	Rock Hill (City of)
Bamberg County			
State of Tennessee			
Jackson (City of)	Madison County		
State of Texas			
Addison (Town of)	Galveston County (2)	League City	Richardson (City of)
Aransas Pass (City of)	Galveston (City of) (2)	Liberty (City of)	Richwood
Austin (City of) (3)	Galveston County	Longview (City of)	Rowlett (City of)
Austin County	Galveston Wharves (2)	Manvel (City of)	Southlake (City of)
Baytown (City of)	Garland (City of)	Matagorda County Mesquite (City of)	Seabrook (City of)
Beaumont (City of)	Groves	McKinney (City of)	San Angelo
Bellaire (City of)	Harris County	Midlothian (City of)	San Antonio (City of)
Brazoria County (2)	Harris County Flood Control District	Morgan's Point (City of)	San Marcos (City of)
Bridge City (City of)	Harris County Precinct 1	Montgomery County	Sweeny (City of)
Carrollton (City of)	Hidalgo County (2)	Newton County	Tarrant County
Cedar Hill (City of)	Houston (City of) (4)	Orange (City of)	Texas City (City of)
Chambers County (3)	Humble	Orange County	TxDOT (3)
Clute (City of)	Huntsville	Oyster Creek (City of) (2)	TXMAS
Conroe (City of)	Jamaica Beach (City of)	Parker County	University of Texas Medical Branch of Galveston
Coppell (City of)	Jasper County	Pine Forest (City of)	Vidor (City of)
Dayton (City of)	Jefferson County	Pinehurst (City of)	Waller County



Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Duncanville (City of)	Jefferson Co. Drainage District No. 7	Polk County	West Orange (City of)
El Campo (City of)	Kemah	Port Aransas (2)	Wharton (City of)
Farmers Branch (City of)	Lancaster (City of)	Port Neches (City of)	Wharton County
Fort Bend County	LaPorte	Port of Corpus Christi Authority (PCCA)	Friendswood (City of)
Fort Worth (City of)	Freeport (City of)	Rose City (City of)	
State of Virginia			
Accomack County	Virginia Department of Emergency Management	Prince Edward County	Virginia Peninsulas Public Service Authority
Amelia County	VDOT – Staunton District (2)	Prince William County	Virginia Statewide DGS Div of Purchasing
Buckingham County	Henrico County	Roanoke (City of)	Loudoun County
Central Virginia Waste Management Authority	Lunenburg County	Virginia (State of)	Virginia Beach (City of)
Charlotte County			
State of Washington			
State of Washington	Seatac (City of)	Spokane County	
State of Wisconsin			
New Berlin (City of)			
United States			
Army Corps of Engineers – Region 3			

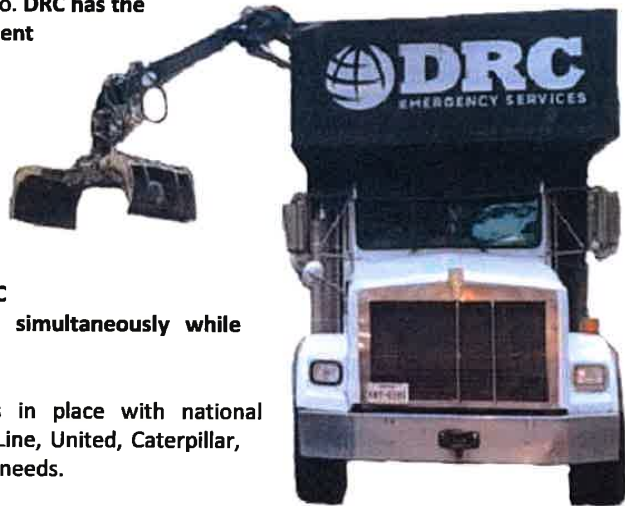


Tab 2: Ability and Experience

RFP 2024-03 Disaster Debris Removal and Disposal Services

Available Equipment

DRC will use owned equipment, subcontractor equipment, and/or lease/rent equipment based upon the disaster scenario. **DRC has the most expansive collection of rolling stock and equipment in the disaster services industry.** The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated more than 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**



Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Herc, Sunbelt, Bottom Line, United, Caterpillar, William Scotsman, etc., to supplement our equipment needs.

Please see DRC's equipment list attached.

DRC Emergency Services Asset List		
Equipment Type	Description	Quantity
Bucket Trucks	Various Models with Booms	110
Chip Trailers	Various Models and Horsepower	14
Chip Vans	Receptacle Vehicles	2
Dump Trucks	Various Models with Dual and Tri Axles	353
End Dump Trailers	Various Models and Capacity	298
Flat Bed Semis	Various Models for Equipment Movement	6
Flat Beds	53' Equipment Trailers	20
Fuel Trucks	Multiple Model and Gallon Capacity	46
Low Boys	Equipment Movement Trailers	53
Pickups	Half and Three-Quarter Ton of Various Makes and Models	45
Roll Off Trucks	Primarily Galbreath 60,000-Pound Hoist on Various Makes	82
Rolls Off Containers	20, 30 and 40 Cubic Yard Containers	337
Self-Loaders	Various Makes with Buckets Ranging from 2-10 Cubic Yards	343
Semi Dumps	Various Makes and Models with Various Capacity	240
Semi Tractors	Various Makes	232
Service Trucks	Fully Stocked Road Ready Service Vehicles	79
Slingers	Various Models	5
Straight Trucks	Various Makes and Models	8
Sweepers	Various Models Used for DMS Operation	3
Tankers	Various Models	125
Tractor /Trailers Combos	Various Models	29
Tractors	Various Makes and Models	43
Trailers	25-Foot Travel Trailer	1
Utility Trailers	15 and 20-Foot Utility Trailers	2
Vacuum Trailer	Various Makes	30
Vacuum Trucks (Wet)	Various Makes	13

Tab 2: Ability and Experience

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Walking Floors	48-Foot Automated Trailers	46
Water Trucks	Various Capacity Used for DMS Operation	3
Attachments - various	Buckets, Hoists, Slings, etc.	157
Back Hoes	Various Models and Capacity	40
Bobcats	Skid-Steer with Multiple Attachments	53
Bull Dozers	Various Makes and Sizes	45
Conveyors	Used for Material Movement	2
Crushers	Metal Compaction and Volume Reduction	24
Excavator	Various Makes and Models	164
Feller Buncher	Various Makes and Models Used for Clearing Projects	27
Front End Loaders	Various Makes, Models and Bucket Capacity	127
Generators	Various	41
Grinders	Horizontal and Tub Grinders	36
Jarraf Tree Trimmers	High-Capacity Trimming Equipment	3
Jersey Barriers	Used for Highway Projects and Within DMS	200
Light Plants	Various Used for Night Operation	100
Material Handlers (Tele Boom)	Loading Equipment	3
Mobile Kitchens	Various Models	13
Off Road Dumps	Volvo High Capacity	2
Pumps	Various Sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	Used for Highway Operations	503
skid steers	Various Sizes with Multiple Attachments	96
Screens	Shaker Screens and Sand Screens	4
Water Trucks	Various Models and Capacity	12
Total:		4225
Marine Vessels/Equipment		
Equipment Type		Quantity
Inland Marine Harvester		1
Air Boat		3
Amphibious Aquatic Excavator		1
Tugboat		14
Underwater ROV		1
Utility Boat		1
Work Boat		15
JON Boats		10
500 CRANE (120 X 54 X 10)		1
510 CRANE (100 X 52 X 9)		1
524 CRANE (250 x 64 x 12)		1
526 CRANE (293 X 80 X 19)		1
527 CRANE (176 X 75 X 13)		1
529 CRANE (250 X 64 X 12)		1
531 CRANE (420 X 98 X 25)		1
532 CRANE (300 X 90 X 19)		1
533 CRANE (310 X 100 X 20)		1
534 CRANE (111 X 45 X 11)		1
535 CRANE (250 x 64 x 12)		1
536 CRANE (250 x 64 x 12)		1
541 CRANE (200 X 60 X 12)		1
566 CRANE (140 X 70 X 12)		1
Hopper Barge (EX NYC DOS)		16
Hopper Barge (260 X 52.5 X 12)		7
Hopper Barge (200 X 40 X 17.75)		2
Hydra Sport		1



Tab 2: Ability and Experience

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Hydraulic Driven Propelled Pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' Bin Walls	2
Deck Barge with Spuds	7
Deck Barge with Steel Box Rails	19
Go Devil Boat	1
Total:	61

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MASTER SUBCONTRACT AGREEMENT

This Master Subcontract Agreement ("Subcontract") is entered into between DRC Emergency Services, LLC ("Contractor") and _____ ("Subcontractor") effective on this _____ day of _____ 2016:

I. PROJECTS: This Subcontract shall apply to each and every project and all work and services (collectively "Project" or "Projects") performed by Subcontractor for Contractor.

II. SCOPE OF WORK AND RATES:

Scope of Work: See attached Work Order

Rate: See attached Work Order

The Scope of Work and Rates set forth herein may be supplemented or amended only by separate written Addenda, Amendments or Work Orders which shall form part of this Subcontract. All terms, conditions and obligations set forth in this Subcontract shall be and are hereby deemed to be incorporated in any Addendum, Amendment or Work Order.

III. TERMS AND CONDITIONS: The terms and conditions below apply to all work and services performed by Subcontractor for Contractor unless otherwise noted in an Addendum, Amendment or Work Order.

1. Subcontractor shall furnish, at its sole cost and expense, all insurance coverages required in this Subcontract, labor, personnel, tools, equipment, materials, supplies, fuel, transportation, fees, assessments, supervision, samples, reports, taxes, mobilization/demobilization of equipment, manpower or resources, and any other services necessary to perform and fully complete its work, all of which Subcontractor acknowledges and agrees constitute a component or part of the price or rate paid to Subcontractor under this Subcontract. Subcontractor will obtain at its sole cost and expense all necessary work permits, licenses and approvals, if any, from all government authorities having jurisdiction over its work. Contractor will determine, in its sole discretion, the areas and amount of work assigned to Subcontractor. Subcontractor represents and warrants that it is experienced in the type of services to be provided under any Project and that it has the necessary equipment, manpower, materials and funding to perform this Subcontract. Subcontractor warrants it is not a debarred or suspended contractor or otherwise deemed ineligible by any court, federal, state or local government to perform public contracts. The Subcontractor shall not move from one designated work area until completed to the full satisfaction of Contractor. There are no minimum quantities of work or minimum payments guaranteed to Subcontractor under this Subcontract. Subcontractor may be terminated at will, with or without cause, and without recourse. Contractor may suspend the work, in whole or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the work, or conditions which in its opinion warrant such action. Subcontractor is not entitled to an increase in the subcontract rate(s), price(s), damages or additional compensation as a consequence of delays, suspensions or interference in the work unless Contractor is specifically compensated for same by the owner or jurisdiction. In the event Subcontractor is permitted to utilize any vehicles, vessels, equipment or tools procured or provided by

Contractor or its affiliates, Subcontractor shall be obligated to pay Contractor: (1) rental for the vehicles, vessels, equipment and tools calculated on a daily basis at Contractor's cost plus 15% or the agreed rental rate for Contractor or Contractor affiliate owned equipment; (2) all vehicle, vessel, equipment and tool maintenance at Contractor's costs plus 15%; (3) a pro-rata portion of Contractor's insurance costs for coverage on the vehicles, vessels, equipment and tools loaned/rented to Subcontractor plus 15% (or Contractor may require Subcontractor to provide separate liability and property coverage listing Contractor as loss payee); (4) Subcontractor shall be responsible for all insurance deductibles; (5) fuel and lubrication at Contractor's cost plus 15%; (6) all repair costs for damages to the vehicles, vessels, equipment and tools howsoever caused; (7) mobilization and demobilization of the vehicles, vessels, equipment and tools to/from the work site at Contractor's costs.

2. This Subcontract is controlling with respect to the relationship between Contractor and Subcontractor. Any document or agreement which purports to alter or increase Contractor's liability or affect Contractor's rights beyond that stated herein is expressly rejected and does not form a part of this Subcontract. By execution of this Subcontract, Subcontractor acknowledges that all prior agreements and understandings relating to the subject matter herein described have been incorporated into this document, and that no other agreements exist as between Contractor and Subcontractor relating to the subject matter herein described. The Subcontractor is bound to the Contractor to the same extent as the Contractor is bound to the government entity or project owner under the Prime Contract with respect to the Contractor's obligations and performance and completion of each Project. Contractor will make redacted copies of the applicable Prime Contract available for Subcontractor's review at Contractor's home office. It is expressly agreed and understood that Subcontractor and its lower tier subcontractors have no rights under the Prime Contract between Contractor and the government entity or Project owner. Subcontractor shall include the preceding sentence in every sub-subcontract with lower tier subcontractors.

3. The Subcontractor is in all respects an independent contractor. Nothing herein shall create, or be construed to create, between Contractor and Subcontractor an employer/employee, principal/agent, partnership, joint-venture or joint-employer relationship. Subcontractor shall have no right to obligate Contractor for work, performance or payment of any kind to any third-party. Contractor shall not instruct Subcontractor or its employees/contractors regarding rates of pay to any person or entity, or the means, manner or methods of performing or accomplishing Subcontractor's work, nor shall Contractor have the right to do so. Contractor is interested only in the results obtained under this Subcontract. The means, manner and methods of conducting the Subcontractor's work are under the sole control of Subcontractor. The Subcontractor shall not interfere with the Contractor's relationship with any government entity or project owner nor any other entity or person. Subcontractor shall not deal directly with the government entity or project owner without prior authorization, in each instance, in writing, from the Contractor.

4. Subcontractor has reviewed and inspected the work areas and the conditions affecting its work including those bearing upon collection, transportation, disposal of debris and other materials, ability to reduce the debris by any means including burning or grinding (if applicable), availability of labor, roads, and uncertainties of weather, river stages, conditions of all waterways and waterbodies above and below the surface, tides or similar physical conditions of the work areas and the type of equipment and facilities needed to perform the work. Subcontractor has satisfied itself as to the surface and subsurface conditions of all work areas from a prior inspection of same or reasonable opportunity to inspect same. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of

any information made available by the government entity, its representatives, the Project owner or Contractor. Subcontractor may not assert and hereby expressly waives any and all claims based upon differing site conditions.

5. Time is of the essence in Subcontractor's performance of its work. Subcontractor shall timely make payment for all labor, services, supplies, equipment and/or subcontracts relating in any way to Subcontractor's work. **SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD CONTRACTOR, THE GOVERNMENT ENTITY AND PROJECT OWNER, AND THE MEMBERS, MANAGERS, OFFICERS, CONSULTANTS, AGENTS, AND EMPLOYEES OF EACH OF THEM, HARMLESS FROM ANY LOSS OR EXPENSE (INCLUDING ATTORNEYS FEES) ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR PAYMENT ASSERTED BY PERSONS OR ENTITIES WHO SUPPLIED LABOR, EQUIPMENT OR SUPPLIES OF ANY TYPE IN CONNECTION WITH OR RELATING TO THE PERFORMANCE OF SUBCONTRACTOR'S WORK HEREUNDER.** Contractor shall have the right and option, but shall not be obligated to, pay the claims of any lower tier subcontractor or supplier and back-charge the Subcontractor such amount plus an additional 20% as an administrative fee.

6. Subcontractor agrees that in performing its work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances. Subcontractor agrees to flow down or make applicable all the obligations of this Subcontract to any person or entity with whom Subcontractor subcontracts any work. Subcontractor warrants that all vehicles, materials, tools, vessels and equipment utilized in the performance of its work shall be in good working order, properly licensed and permitted and in compliance with all local, state and federal safety requirements. If required, all vehicles, equipment and trailers transporting debris shall be covered with tarps or other similar coverings and be equipped with a tailgate that will effectively contain all debris during transport. Trucks, trailers and other vehicles and equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Subcontractor warrants that all drivers of vehicles and equipment participating in Subcontractor's work, whether directly employed or contracted by Subcontractor or not, are properly licensed under all applicable federal, state and local transportation laws and regulations. Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work.

7. Subcontractor shall comply with federal, state and local, laws, ordinances, codes, regulations, tax laws, labor laws, wage and hour laws, including Social Security Acts, Unemployment Compensation Acts, Workers' Compensation Acts, Truth in Negotiations Act, Copeland Act, Fair Labor Standards Act, Service Contract Act, Contract Work Hours and Safety Standards Act, Drug-Free Work Place Act, and the Davis Bacon Act, to the extent that these laws apply to Subcontractor's work, all of which (including regulations promulgated by the relevant government agencies) are incorporated herein by reference. If applicable, Subcontractor shall comply with 29 CFR 4.6, the U.S. Department of Labor prevailing wage determinations, together with the provisions set forth in Form FHWA-1273, all of which are attached hereto and form part of this Subcontract. See Schedule of Attachments. Subcontractor shall comply with all procedures, rules and regulations with regard to nondiscrimination issued or to be issued by any federal, state or local government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the work under this Subcontract. If the Davis Bacon Act, Service Contract

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Act or other federal or state minimum wage, overtime or labor laws apply to Subcontractor's work, or if required by Contractor, the Subcontractor shall submit certified payrolls to the Contractor by the following Wednesday of each work week. Submission of these certified payrolls is a strict precondition to payment for Subcontractor's work and no payment to Subcontractor will be made or owed unless and until Subcontractor complies with the requirements of this paragraph. In the event the Project is audited for any reason to determine compliance with any laws, regulations or ordinances, Subcontractor shall pay its pro-rata share to Contractor for such costs and expenses, including attorneys' fees, as calculated by Contractor; such amounts shall be paid by Subcontractor to Contractor or may set-off, back-charged or deducted from any progress payments, final payment(s) or retainage owed Subcontractor. In the event any penalties, charges or amounts of any kind are threatened or assessed against Contractor based on potential or actual claims asserted by any government entity or by Subcontractor's employees or employees of Subcontractor's lower tier subcontractors based on wage underpayment(s) or violation of any federal, state or local laws, including, tax laws, labor laws, wage and hour laws, work safety standard laws, Social Security Acts, Unemployment Compensation Acts or Workers' Compensation Acts, then Contractor shall have the right to set-off, back-charge and deduct from Subcontractor an equal amount from any progress payment(s), final payment or retainage owed Subcontractor.

Subcontractor represents and warrants that it has complied with all federal and all applicable state and local, immigration and employee eligibility laws, statutes, rules, codes, orders and regulations (collectively "Immigration Laws"), including, without limitation, the Immigration Reform and Control Act of 1986, as amended (including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or citizenship status), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto. Subcontractor represents and warrants that it has properly maintained all records required by the United States Immigration and Customs Enforcement ("ICE") or any other federal, state, or local authority that may have jurisdiction over the Work ("Immigration Authorities"), including, without limitation, completion and maintenance of the Form I-9 for each of Subcontractor's employees, and that it has responded in a timely fashion to any inspection requests related to such I-9 Forms. Subcontractor agrees to comply with all Immigration Laws during the term of the Project, to properly maintain all records required by ICE or other Immigration Authorities, and to timely respond to any inspection requests. Subcontractor further agrees to fully cooperate, and to cause its directors, officers, managers, agents and employees to fully cooperate, with any audit, inquiry, inspection or investigation of Subcontractor, or any of its employees, that may be conducted by ICE or other Immigration Authorities. Subcontractor shall immediately, and in no event later than two (2) hours, notify Contractor's representative in writing and by in-person voice communication (not voice mail) of any unscheduled inspections, raids, investigations, inquiries, visits or audits conducted by ICE or any other Immigration Authority of Subcontractor, or its subcontractors, material men, or employees. Subcontractor shall ensure that its subcontractors and materialmen are in compliance with the provisions of this Article. **TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR, THE GOVERNMENT ENTITY AND PROJECT OWNER, AND THE MEMBERS, MANAGERS, OFFICERS, CONSULTANTS, AGENTS, AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE SUBCONTRACTOR'S BREACH OF THIS PARAGRAPH.** Subcontractor shall enroll in the E-Verify program and provide to Contractor acceptable evidence of enrollment at the time of the execution of this Subcontract. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the

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fully executed E-Verify Memorandum of Understanding for the company. Additional information regarding the Employment Eligibility Verification System (E-Verify) program may be obtained at following website: [//www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). Subcontractor shall familiarize itself with all rules and regulations governing this program.

8. Subcontractor shall be solely responsible for the safety of its operations and its employees and contractors and shall take all reasonable safety precautions with respect to its work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for any Project, including Contractor's policy regarding drugs, alcohol and controlled substances. Subcontractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees or its subcontractors of any tier. Subcontractor shall require its personnel to attend any safety meetings Contractor might conduct and direct its lower tier subcontractors to attend.

9. Subcontractor shall not assign or transfer the performance of this Subcontract or any part thereof without the prior written consent of Contractor, which may be withheld for any reason. Subcontractor shall notify the Contractor in writing of any assignment of amounts due Subcontractor, or to become due it, under this Subcontract. Subcontractor agrees that this Subcontract shall be freely assignable by the Contractor and agrees to perform or continue to perform Subcontractor's obligations for the assignee. In the event Subcontractor subcontracts any work or services required to be performed under this Subcontract: (i) Subcontractor shall utilize a subcontract agreement in substantially the same form as this Subcontract; and, (ii) Contractor and its affiliates shall and are hereby deemed third-party beneficiaries of such subcontract agreement(s), and Contractor shall have the right, but not the obligation, to directly enforce the terms thereof.

10. SUBCONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR, CONTRACTOR'S AFFILIATES, THE GOVERNMENT ENTITY OR PROJECT OWNER UNDER THE PRIME CONTRACT, TOGETHER WITH THEIR RESPECTIVE OWNERS, MEMBERS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, OTHER SUBCONTRACTORS, PARTNERS, JOINT-VENTURERS, CO-CONTRACTORS, INDEMNITEES, INSURERS/UNDERWRITERS, SURETIES, SUBROGEEES, SUCCESSORS, ASSIGNS AND REPRESENTATIVES OF EACH (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES (INCLUDING THE INDEMNITEES' CONTRACTUAL LIABILITIES TO THIRD PARTIES), COSTS, LOSSES, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES OF LITIGATION), JUDGMENTS, FINES, PENALTIES, ASSESSMENTS AND TAXES (COLLECTIVELY "CLAIMS"), WITHOUT REGARD TO THE CAUSE(S) THEREOF, WHICH ANY INDEMNITEE MAY AT ANY TIME SUFFER OR SUSTAIN OR BECOME LIABLE FOR, WHICH IN ANY WAY ARISES OUT OF OR IS RELATED TO SUBCONTRACTOR'S WORK, THIS SUBCONTRACT OR THE SUBCONTRACT DOCUMENTS. THE INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATION IN FAVOR OF THE INDEMNITEES INCLUDES BUT IS NOT LIMITED TO CLAIMS CAUSED OR RESULTING FROM THE SUBCONTRACTOR'S, OR ANY OF SUBCONTRACTOR'S AGENTS, CO-CONTRACTORS, PARTNERS, JOINT-VENTURERS,

REPRESENTATIVES, LOWER TIER SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE FOR: (1) VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION; (2) BREACH OF ANY REQUIREMENT OR REPRESENTATION IN THE SUBCONTRACT DOCUMENTS; (3) ANY CLAIM BY ANY THIRD PARTY REGARDLESS OF THE ALLEGED FAULT, NEGLIGENCE OR STRICT LIABILITY OF INDEMNITEES; OR (4) NEGLIGENT ACTS OR OMISSIONS IN PERFORMANCE OF THE WORK UNDER THIS SUBCONTRACT REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE ALLEGED FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNITEE. THE DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION GRANTED HEREIN IN FAVOR OF THE INDEMNITEES SHALL INCLUDE ALL CLAIMS (AS PREVIOUSLY DEFINE ABOVE) FOR DAMAGE OR LIABILITY OF ANY SORT, WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING PERSONAL INJURY AND DEATH, ASSERTED BY ANY PERSON OR ENTITY CAUSED BY THE SOLE, GROSS, JOINT OR CONCURRENT FAULT, NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNITEE, WHETHER ACTIVE OR PASSIVE. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR INSURANCE COVERAGE OF SUBCONTRACTOR. THE TERM "CONTRACTOR'S AFFILIATES" AS USED THROUGHOUT THIS SUBCONTRACT SHALL INCLUDE, WITHOUT LIMITATION DRC EQUITY LLC, TOGETHER WITH EACH OF ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, PARTNERS AND EMPLOYEES. THE TERM "SUBCONTRACT DOCUMENTS" SHALL MEAN THIS SUBCONTRACT, THE PRIME CONTRACT BETWEEN CONTRACTOR AND THE PROJECT OWNER, GOVERNMENTAL ENTITY OR JURISDICTION, AND ANY CONTRACT(S) OR AGREEMENT(S) BETWEEN SUBCONTRACTOR AND ITS EMPLOYEES, DRIVERS, OPERATORS, SUPPLIERS OR CONTRACTORS. NOTWITHSTANDING ANY PROVISION OF THIS SUBCONTRACT TO THE CONTRARY, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND LITIGATION EXPENSES TO JUDICIALLY ENFORCE THE TERMS OF THIS PARAGRAPH.

11. Subcontractor waives all rights related to and will save and keep the Project and the lands upon which it is situated or work performed free from all mechanic's liens and all other liens, claims or privileges by reason of Subcontractor's work or any labor, materials or other things used on the Project. If Subcontractor fails, within thirty (30) days after the filing or recordation of any such lien, claim or privilege, to remove any lien, claim or privilege by bonding it or otherwise, Contractor may retain sufficient funds, out of the Subcontract amount, to pay the same and all costs incurred by reason thereof, including, without limitation, attorney's fees.

12. Subcontractor shall cooperate with Contractor and other subcontractors whose work or responsibilities might interfere with Subcontractor's work on the Project, and shall coordinate his/its operations in areas of congestion, specifically advising Contractor of any such interference.

13. Subcontractor has no exclusive right to any work areas, zones, districts, neighborhoods, or other portions of the Project.

14. Subcontractor is solely responsible for all repairs of damages caused by it or its lower tier subcontractors, including but not limited to damaged streets, curbs, sidewalks, driveways, buildings, improvements, other constructions, electric transmission lines, water/sewer lines, cable television lines, lawn and landscape. In addition to any other remedies provided to Contractor herein, Contractor may, in its sole discretion, repair any such damage and deduct or back-charge the Subcontractor the cost of the repair from any progress or final payment or retainage. All determinations by the government entity, Project owner, government entity/owner's representative or Contractor regarding the cause and responsibility for such damages referenced in this subparagraph shall be final and conclusive for purposes of assigning fault and liability to Subcontractor or any other person/entity.

15. Retainage shall be forfeited by Subcontractor if the Subcontractor vacates the Project prior to completion of its designated work without being released by Contractor.

16. Subcontractor shall submit all invoices and payment requests, together with haul or load tickets, within 30 days from the date of issuance of any haul/load ticket or performance of work. Haul/load tickets submitted beyond such 30-day time period are deemed forfeited by Subcontractor and will not be paid. All volume calculations for any work performed by Subcontractor (including load and haul work, debris site management, debris reduction, and final haul out) shall be based on final, reconciled amounts of eligible debris or eligible items as calculated and approved by the appropriate government entity representative or by Contractor in its/their sole discretion. Subcontractor shall not be paid for work in connection with ineligible debris, ineligible items or estimated debris volumes. Trucks or equipment designated for use under this Agreement shall not be used for any other work during Subcontractor's performance under this Subcontract. Subcontractor shall not solicit or undertake work from any private citizen. Under no circumstances shall Subcontractor mix debris hauled for others with debris hauled under this Subcontract.

17. Subcontractor shall perform its work so not to interfere with other disaster response and recovery activities of federal, state, and local governments, agencies or utilities.

18. At no time will Subcontractor or any of its subcontractors of any tier enter private property without a properly executed "Right of Entry Form" approved by the government entity, owner or government entity/owner's agent.

19. The Contractor shall retain 10% of each progress payment requested by Subcontractor and approved by Contractor. Subject to the condition precedent ("suspensive condition") stated below, all amounts owed to Subcontractor are payable in current funds ten (10) days after the Contractor has received funds from the government entity or Project owner for same. Notwithstanding any provisions herein to the contrary, it shall be an absolute condition precedent ("suspensive condition") to any liability or obligation of the Contractor to the Subcontractor for payment of progress, final payments or retainage for work performed by the Subcontractor on any Project that the Contractor be in receipt of full payment from the government entity or Project owner for the work performed by Subcontractor. If the Contractor has not been paid by the government entity or Project owner, for whatever reason, the Subcontractor agrees that the Contractor shall not be obligated to, liable to, or indebted to, the Subcontractor on account of Subcontractor's work.

The Subcontractor accepts the risk that it will not be paid for work performed by the Subcontractor in the event that the Contractor, for whatever reason, is not paid in full by the government entity or Project owner for such work, and the Subcontractor states that he/it relies entirely for payment for work performed on the credit of the government entity or Project owner and not the Contractor. The Subcontractor acknowledges it understands and agrees to the terms and conditions of payments as outlined in this paragraph. The Subcontractor agrees that the liability of the surety on any payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent or suspensive conditions as are applicable to the Contractor's liability to the Subcontractor. Acceptance by the Subcontractor of any payment made after the receipt by Contractor of Subcontractor's invoice or pay request shall be and shall operate as a release of all claims, liens, privileges and liability by the Subcontractor relating to such invoice or pay request for all things done or furnished or relating to the work and for every act or alleged neglect of the Contractor arising out of the Subcontract except for claims for retained percentages withheld by the Contractor in accordance with this subcontract. Subject to the terms and conditions of this Subcontract and the reconciliation of Contractor and Subcontractor's records by the owner/jurisdiction's agent or representative, retainage will be paid upon: (i) the final release or close-out of the Project by the Project owner, governmental entity or jurisdiction; (ii) the completion of all work by Subcontractor including final clean-up and damage repairs if any; (iii) Subcontractor's provision of proof to Contractor of satisfactory payment and settlement with all Subcontractor's employees, lower-tier subcontractors, vendors and suppliers. Contractor has the right to require from Subcontractor executed release of liens and claims, in an acceptable form, stating that all bills have been paid and no claims exist against Contractor or its surety. Contractor may deduct from the amounts due the Subcontractor pursuant to this Subcontract, any sums due or to become due to the Contractor from the Subcontractor whether or not said sums are in any way related to this Subcontract or the Project.

20. Subcontractor shall maintain in effect for the duration of this Subcontract the following insurance policies:

Commercial General Liability Insurance: minimum limit of not less than US\$1,000,000 each occurrence, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and blanket contractual liability coverage including Subcontractor's defense, indemnity and hold harmless obligations set forth in paragraph 10 above. When work is performed on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, any vessel exclusion and exclusion for non-owned watercraft shall be deleted as respects liability coverage and contractual liability coverage.

Business Auto Liability Insurance: minimum limit of not less than US\$1,000,000 each accident including coverage for any and all owned, non-owned and hired vehicles.

Workers Compensation and Employers Liability Insurance: The workers' compensation and/or employers liability minimum limits shall not be less than US\$1,000,000 each accident. If any Work to be performed under this Contract will be on, over, or in close proximity to navigable waters or vessels or in any way involves maritime workers, the U.S. Longshore and Harbor Workers Compensation Act endorsement shall be attached to the policy. If any Work to be performed under this Contract will involve maritime workers or vessels, the Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy.

Pollution Liability Insurance: Contractor shall maintain in force for the duration of this Contract pollution legal liability insurance applicable to bodily injury; property damages, including loss of use of the damaged property or of property that has not been physically injured or destroyed; cleanup costs; and Defense, including costs and expenses incurred in the investigation or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be with minimum limits of not less than US\$1,000,000 per occurrence.

Vehicles, Vessels, Equipment and Tools: In the event Subcontractor is permitted to utilize any vehicles, vessels, equipment and tools furnished by Contractor, Subcontractor shall maintain in full force and effect insurance covering the full value of such vehicles, vessels, equipment and tools naming Contractor as loss payee and naming Contractor as an additional named insured with full waiver of subrogation.

General Insurance Provisions: Within five (5) days of Subcontractor's signing of this Subcontract, Subcontractor shall furnish Contractor with all certificates of insurance. All certificates shall provide for 30 Days' written notice to Contractor prior to the cancellation or material change. All insurance policies of Subcontractor shall be primary and non-contributory to Contractor or any Indemnitees' (as defined in paragraph 10 above) insurance coverages and be endorsed to waive all rights of subrogation against Contractor and any Indemnatee, and (except worker's compensation coverage and professional liability coverage) shall, to the extent of the risks and liabilities assumed by Subcontractor, name Contractor and any Indemnatee (as defined in paragraph 10 above) as an additional insured on a broad form endorsement. All insurance required of Subcontractor shall be placed with insurers acceptable to Contractor with a minimum rating of A- VII by the A.M. Best Company or equivalent. Subcontractor shall require the same coverages described herein from each of its lower-tier subcontractors. **SUBCONTRACTOR SHALL BE LIABLE TO, AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, CONTRACTOR AND ANY INDEMNITEE (AS DEFINED IN PARAGRAPH 10 ABOVE) FOR ANY LOSS OR EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, RESULTING FROM SUBCONTRACTOR'S FAILURE TO PROVIDE OR REQUIRE ANY INSURANCE COVERAGE DESCRIBED HEREIN.** Contractor may withhold any and all payment(s) to Subcontractor unless or until Contractor receives evidence of the foregoing insurance coverages, which are deemed a strict condition precedent (suspensive condition) to Contractor's payment obligation to Subcontractor. If Subcontractor fails to procure or maintain all insurance coverages required in this Subcontract, or if Subcontractor fails to deliver all certificates of insurance, the Contractor may, but is not obligated to, procure such insurance coverages and deduct the premium costs (or deductibles) for same from any payments owed to Subcontractor. Subcontractor's insurance obligations are independent from Subcontractor's defense, indemnity and hold harmless obligations in this Subcontract, which defense, indemnity and hold harmless obligations are not limited or diminished by this Paragraph 20. All insurance benefits and protections granted to Contractor (or any indemnitee) under this Subcontract shall extend to or be used to satisfy all Subcontractor's defense, indemnity and hold harmless obligations under this Subcontract.

21. If any provision, part or term of this Subcontract is held to be void or unenforceable by a court of competent jurisdiction, then such provision, part or term shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Subcontractor, who agree that the Subcontract shall be reformed to replace such stricken provision, part or term thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CONFIDENTIAL

22. The rights of the parties under this services contract shall be construed in accordance with the laws of the State of Texas. The Parties hereby irrevocably submit to the jurisdiction of the State or Federal courts sitting in Galveston County, Texas, and venue for any proceeding brought in connection with this Subcontract shall only be proper in such courts.

23. Subcontractor hereby waives and releases Owner, Owner's Agent, Contractor, Contractor's affiliates, any Indemnitee, together with their respective members, partners, managers, officers, employees, insurers, underwriters, sureties, successors and assigns from all liability, claims, causes of action and demands for lost profits, incidental, unabsorbed overhead, delay damages, attorneys' fees, punitive damages, equitable claims including unjust enrichment and *quantum meruit*, consequential or special damages of any kind, without regard of the cause(s) thereof, including without limitation those in connection with or related to Subcontractor's work, this Subcontract, the Subcontract Documents, including any alleged breach thereof.

24. Contractor may pay Subcontractor's lower tier contractors directly which Subcontractor acknowledges and agrees shall not create an implied contract between Contractor and such lower tier contractors. In the event Contractor pays Subcontractor's contractor(s) directly, then all terms, conditions and obligations of this Subcontract remain in full force and effect. In the event, Subcontractor fails to pay its lower tier contractors, Contractor may pay Subcontractor's lower tier contractors which payment shall discharge Contractor's obligation to Subcontractor for such amount(s).

25. This Subcontract contains the entire agreement and understanding between the parties and exclusive statement of the terms of their agreement. All prior agreements, written or oral, between the parties are merged herein. No modifications shall be valid unless reduced to writing and signed by the parties.

26. Prior to the institution of any legal claim by Subcontractor, the parties shall submit to non-binding mediation before a neutral mediator. Subject to Contractor's written consent, Subcontractor hereby stipulates, consents and agrees to resolve all claims and disputes arising out of or relating to this Subcontract and Subcontractor's work through binding arbitration to be held in Houston, Texas utilizing the American Arbitration Association's Commercial Arbitration Rules R-1 through R-54, and specifically including the right to conduct full discovery prior to any trial or hearing.

Signature page following

CONFIDENTIAL

Signature page to Master Subcontract Agreement

Thus done and signed on the dates indicated below.

SUBCONTRACTOR:

Sign: _____

Print Name: _____

Title: _____

Date: June 4, 2016

CONTRACTOR:

DRC Emergency Services, LLC

Sign: _____

Print Name: _____

Title: _____

Date: June 4, 2016

SCHEDULE OF ATTACHMENTS:

(a) For any federal projects: Subcontractor acknowledges that a copy of 29 CFR 4.6 and the U.S. Department of Labor prevailing wage determinations have been attached hereto and form part of this Subcontract. _____

Initial

(b) For any state Department of Transportation federal-aid highway construction contracts: Subcontractor acknowledges that a copy of Form FHWA-1273 has been attached hereto and forms part of this Subcontract. _____

Initial

PAST PERFORMANCE

2024	Contracting Agency	Description of Work	Contract Amount
May	Houston (City of), Texas Mark C. Wilfalk Phone: 832.393.9454 Mark.Wilfalk@Houstontx.gov	May Derecho	TBD
May	Harris County, Texas Austin Appleton, P.E., ENV SP, CFM O (713) 274-3611 austin.appleton@harriscountytexas.gov	May Derecho	TBD
May	Florida A&M University Harold Parker Director, Campus Services Email: Harold.Parker@famuc.edu Office: (850) 599-8069	Debris Removal in Response to May Tornado	\$99,800.00
June	Iberville Parish, LA Randall Dunn 225-687-5190 rdunn@ibervilleparish.com	May weather event	TBD
May	Pointe Coupee Parish, LA Nathan Cobb, P.E. Director of Public Works and Utilities 160 East Main Street New Roads, LA 70760 Phone: 225-638-9556 Ncobb@pcparish.org	Bulk Waste Removal	\$19,725.00
May	Lafourche Parish, LA Sam Shanklin shanklinsd@lafourchegov.org	Specialty Demolition Project in Response to Hurricane Ida	*\$181,056.53
March	Louisiana Department of Transportation-District 07 Vicki L. Ponthieux, P.E. 337-527-3030	Contingency Contract for Disaster Debris Removal - Hurricane Laura	TBD
January	East Baton Rouge Parish/City of Baton Rouge Adam Smith, P.E. (225) 389-5623 AMSmith@brgov.com	Blight Reduction Services	*\$33,750.00
January	Jackson County, FL Judy Austin (850) 718-0005 jaustin@jacksoncountyfl.com	Debris Removal and Disposal Services	*\$680,807.70

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

January	Town of Dauphin Island, AL Mayor Jeff Collier (251) 209-9980 jcolier@townofdauphinisland.org	Sand Removal	\$44,450.00
2023	Contracting Agency	Description of Work	Contract Amount
December	GDOT Matthew Barber 229-386-3280 mbarber@dot.ga.us	Hurricane Idalia Disaster Debris Reduction and Haul Out	\$183,545.00
December	Harris County, TX Flood Control District Jeremy Phillips 229-386-3280 jeremy.phillips@hcfcd.hctx.net	Bender Road Vegetation Reduction	\$120,807.24
November	Hollywood, FL Joshua Collazo 954-967-4526 jcollazo@hollywoodfl.org	Hourly Work	\$44,385.00
October	City of Pembroke Park, FL Aleem Ghany 954-966-4600 aghany@tppfl.gov	Dead Fish Removal and Disposal Services	\$5,000.00
October	Dawson Solutions, LLC (Maui) Derek Kekaulike Mar 808-681-7638 dmar@dawsonohana.com	Maul Env Assessment Project	*\$17,355,042.78
September	LADOTD 62 Seth Matherne 225-379-1164 seth.matherne@la.gov	Tree Services	*\$752,722.68
September	City of New Port Richey, FL Robert Rivera 727-841-4536 riverar@cityofnewportriches.org	Disaster Recovery and Debris Removal Services - DR-4734	\$9,558.44

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

September	Town of Dauphin Island, AL Jeff Collier 251-209-9980 jcollier@townofdauphinisland.org	Contract for Sand	\$34,912.50
September	City of Crystal River, FL Douglas G. Baber 352-795-4216 dbaber@crystalriverfl.org	Emergency Debris Management Services - DR-4734	\$177,452.54
September	Citrus County, FL David Whitelaw 352-527-7610 david.whitelaw@citrusbocc.com	Emergency Debris Management Services - DR-4734	\$394,586.09
August	Florida A&M University Harold Parker 850-599-8069 harold.parker@famu.edu	DR-4734	\$6,986.00
August	FDOT Lake City Kevin Couey 386-961-7180 john.couey@dot.state.fl.us	Hurricane Idalia Cut and Toss - DR-4734	\$56,012.50
August	FDOT Chiefland Mark Hanna 352-493-6870 mark.hanna@dot.state.fl.us	Hurricane Idalia Cut and Toss - DR-4734	\$102,081.25
August	FDOT Gainesville Tommie Hines 352-381-4344 tommie.hines@dot.state.fl.us	Hurricane Idalia Cut and Toss - DR-4734	\$96,450.00
August	FDOT Perry Cynthia Nelson 850-838-5802 cynthia.nelson@dot.state.fl.us	Hurricane Idalia Cut and Toss - DR-4734	\$117,425.00
August	FDOT St. Augustine Ian Middlemas 904-825-5002 ian.middlemas@dot.state.fl.us	Hurricane Idalia Cut and Toss - DR-4734	\$50,000.00

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

August	City of Baton Rouge, LA Richard Speer 225-389-4865 rspeer@brgov.com	Blight Reduction Services	\$52,250.00
August	City of Baton Rouge, LA Richard Speer 225-389-4865 rspeer@brgov.com	Contract for Debris Removal Assistance	\$189,263.93
July	City of Enterprise, AL Barry Mott 334-408-1403 bmott@enterpriseal.gov	Bulk Waste and Brush Removal	\$65,000.00
July	City of Lakeland, TN Matthew Brown 901-867-2717 mbrown@lakelandtn.org	Emergency Debris Removal Services	\$241,575.73
June	Harris County, TX Paige McInnis (713) 274-4427 Paige.mcinnis@pur.hctx.net	Disaster Debris Removal and Disposal	\$539,066.34
June	Moss Point, MS Roy Hutchinson (228)475-0300 Roy.hutchinson@clearwatersol.com	Contract for Debris Removal Assistance	*\$519,172.07
June	Cameron Parish Police Jury Ashley Buller 337-775-7048 abuller@cameronppj.org	Private Property Debris Removal Program - Batch 1	\$87,500.00
June	City of Shawnee, OK Rachelle Erickson 405-878-1652 rachelle.erickson@shawneeok.org	Debris Removal Services - April 2023 Tornado - DR-4706-OK	*\$939,316.33
May	City of Selma, AL Henry Thompson 334-375-3011 projectcompliance@selma-al.gov	Debris Removal Services - DR-4684	*\$2,015,175.15

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

May	Republic Services Jon Deicla 956-495-4236 jdeicla@republicservices.com	Contract for Bulky Waste Removal	\$131,492.50
May	City of Houston, TX Carolyn Wright swdworks@houstontx.gov (832) 393-0454	Mechanical and/or hydraulic dredging of sand and sediment from public waterways	*\$2,387,241.11
May	Sarasota, FL Scott Moranda (941) 479-0442 smoranda@scgov.net	Biological Marine Debris Collection and Disposal Services	\$35,704.79
April	Shawnee (City of), OK - State Contract Rachelle Erickson 405-878-1652 rachelle.erickson@shawneeok.org	Debris Removal Services - April 2023 Tornado - DR-4706-OK	\$3,520,080.99
April	Little Rock, AR Jon Honeywell 501-371-4510 jhoneywell@littlerock.gov	2023 Tornado Removal and Disposal of Storm Debris	\$6,854,029.47
April	Monroe County, MS Daniel Williams 662-304-0019 dwilliams@monroems.com	Contract for Tornado Debris and Removal Services	\$1,450,766.49
March	Pottawatomie County, OK Melissa Dennis 405-273-1564 melissa.dennis@pottawatomiecountyo.gov	February 2023 Tornado	\$18,621.49
March	Manatee, FL Jeanne Detweiler 941-812-4301 jeanne.detweiler@mymanatee.org	Red Tide-Fish Kill	\$26,483.00
February	City of Houston, TX Mark Wilfalk 346-339-2249 mark.wilfalk@houstontx.gov	Heavy Trash, Bulk, and Junk Waste Collection Services	*\$7,075,833.51

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

February	City of Tyler, TX Leroy Sparrow 905-531-1388 lsparrow@tylertexas.com	Bulk Waste & Brush Services - Winter Storm Mara	\$296,730.00
February	City of Lakeway, TX Waheeda Yousofzoy 512-261-2850 waheeda@lakeway-tx.gov	Bulk Waste & Brush Services - Winter Storm Mara	\$694,710.00
February	City of Austin, TX Richard McHale 512-974-4301 richard.mchale@austintexas.gov	Disaster Debris Removal- Winter Storm Mara	\$8,587,852.75
January	Alabama Department of Transportation - Dallas County Tracy Fletcher (334) 544-9016 fletcher@dot.state.al.us	Dallas County Tornado	\$3,874,233.70
January	City of Lake Charles, LA - Batch 3 Caitlin Smith (337) 491-1490 caitlin.smith@cityoflc.us	Private Property Debris Removal Program - Hurricane Laura	\$193,450.00
January	City of Lake Charles, LA - Batch 7 Caitlin Smith (337) 491-1490 caitlin.smith@cityoflc.us	Private Property Debris Removal Program - Hurricane Laura	\$180,000.00
2022	Contracting Agency	Description of Work	Contract Amount
December	Manatee, FL Jeanne Detweiler 941-812-4301 jeanne_detweiler@mymanatee.org	Red Tide-Fish Kill	\$13,495.00
December	St. Charles Parish, LA Chandra Sampey (985) 783-5000 csampey@stcharlesgov.net	Winter Tornado Debris Removal	\$97,343.44

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

December	St. Bernard Parish, LA John Lane (504) 278-4200 jlane@sbgp.net	Winter Tornado Debris Removal	\$181,447.84
November	St. Augustine, FL Rick Stevens (904) 825-1049 Rstevens@citystaug.com	Tropical Storm Nicole	\$24,196.37
November	Hollywood, FL Joshua Collazo 954-967-4526 jcollazo@hollywoodfl.org	Hurricane Nicole - Hourly work	\$14,953.75
October	Houston, TX Carolyn Wright swdworks@houstontx.gov (832) 393-0454	Mechanical & Hydraulic Dredging	\$1,936,596.32
October	Sarasota Schools, FL Don Hampton (941) 927-9000 ext. 68835 don.hampton@sarasotacountyschools.net	Debris Removal	\$85,088.88
October	FDOT District 1 Charles Parish (239) 985-7829 Charles.Parish@dot.state.fl.us	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal	\$595,178.64
October	Lee County Schools Kimberly Allen (239) 479-4203 kimberlyall@leeschools.net	Disaster Recovery Services	\$315,845.98
October	City of St. Augustine, FL Olivia Smith Solid Waste & Sanitation Manager 904-825-1049 osmith@cityofstaug.com	Debris Removal Services - Hurricane Ian DR-4673	\$59,775.35

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

October	Bradenton, FL Craig Keys 941-708-6300 Ext. 237 craig.keys@bradentonfl.gov	Debris Clearance and Removal Services	\$302,085.74
October	Lakeland, FL Gene Ginn Phone: (727)692-9797 Gene.Ginn@lakelandgov.net	Annual Disaster and Debris Management Services	\$1,654,141.04
October	Daytona Beach, FL David Waller (321) 246-2331 wallerdavid@codb.us	Debris Removal and Services Contract	\$3,103,999.90
October	City of Deland, FL Ray Underwood (386) 804-5410 underwoodr@deland.org	Debris Removal	\$961,843.88
October	Longboat Key, FL Mark Richardson 941-361-6411 Ext. 2212 mrichardson@longboatkey.org	Debris Removal Services	\$334,105.91
October	FDOT District 5 Jennifer L. Smith (386) 943-5367 Jennifer.smith2@dot.state.fl.us	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations	\$158,673.58
September	FDOT Perry Cynthia Nelson (385) 838-5802 cynthia.nelson@dot.state.fl.us	Hurricane Ian Cut and Toss	\$15,000.00
September	FDOT Chieftland Mark Hanna (352) 493-6870 Mark.Hanna@dot.state.fl.us	Hurricane Ian Cut and Toss	\$25,281.50
September	Sarasota County, FL Lois Rose 941-544-2817 lerose@scgov.net	Disaster Debris Collection, Reduction and Disposal	\$20,975,013.19

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

September	Manatee, FL Jeanne Detweiler 941-812-4301 jeanne.detweiler@mymanatee.org	Debris Management Services	\$7,945,240.76
September	Maitland, FL Kim Tracy, Public Works Director (407) 539-6216 ktracy@itsmymaitland.com	Emergency Debris Hauling and Disposal	\$141,151.33
September	Richmond, VA VedaSuggs-Essilfie (804) 646-1572 veda.essilfie@rya.gov	Reduction and Haul Out	\$315,000.00
August	City/County of St. Charles Nicholas Galla (636) 255-6135 Nicholas.Galla@st.Charlescitemo.gov	2022 Flooding	\$11,979.84
August	Larimer County, CO Lori Hodges (970) 498-5763 hodgeslr@co.larimer.co.us	Sediment Removal - Buckhorn Creek	\$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge Richard Speer 225-389-4865 rspeer@brgov.com	Annual Channel Clearing Project - Elbow Bayou and Claycut Bayou	*\$3,996,313.00
July	City of Mayfield, KY Kathy O'Nan (270) 251-6251 konan@mayfieldky.gov	Private property debris removal in response to tornado	\$5,266,377.68
July	Lake Charles, LA Caitlin Smith (337) 491-1490 caitlin.smith@cityoflc.us	Private property debris removal and demolitions - Hurricane Laura DR-4559	\$218,136.00

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

May	City of Austin, TX Amy Slagle amy.slagle@austintexas.gov 512-974-4302	Bulk Waste Debris Removal	\$1,019,362.50
April	Boulder County, CO Cody Lillstrom 720-245-0032 jlillstrom@bouldercounty.org	Marshall Fires Phase 2	\$27,085,908.23
March	St. Bernard, LA John Lane jlane@sbpg.net 504-278-4200	2022 Tornado	\$594,135.08
February	City of Houston, TX – Roger's Gull Carolyn Wright swdworks@houstontx.gov (832) 393-0454	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$7,007,416.52
February	Lakeland, TN Daniel Lovett dlovett@lakelandtn.org	2022 Ice Storm Debris Cleanup	\$103,766.00
February	LADOTD Jefferson Ditches Seth Matherne 225-379-1164 seth.matherne@la.gov	Emergency Ditch, Culvert, and Catch Basin Cleaning – Hurricane Ida DR-4611	\$3,818,278.00
January	Pointe Coupee Parish, LA Nathan Cobb, P.E. Director of Public Works and Utilities 160 East Main Street New Roads, LA 70760 Phone: 225-638-9556 Ncobb@pcparish.org	Bulky Waste	\$6,487.50
January	SCDOT David Cook cookd@scdot.org 803-737-1290	Winter Storm Izzy	\$40,135.00
January	Boulder County, CO Alli Kelly 720-564-2651	Marshall Fires Phase 1	\$266,716.84
January	City of Monroe, LA Taronda Goodin taronda.goodin@ci.monroe.la.us	Bulk Waste Debris Removal	\$271,600.00

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

2021	Contracting Agency	Description of Work	Contract Amount
December	TXDOT Brazoria County Lupe Nieto, Jr. 979-864-8554 Lupe.nieto@txdot.gov	Debris Removal – Tropical Storm Nicholas	*\$615,045.70
December	LADOTD 02 St. Bernard John Lane jlane@sbpg.net 504-278-4200	Emergency Drainage Cleaning for Florissant Hwy (LA46)	\$192,815.28
December	TXDOT Lupe Nieto, Jr. 979-864-8554 Lupe.nieto@txdot.gov	Disaster Debris Removal Services – Tropical Storm Nicholas	\$53,407.50
December	USACE - Graves County, KY Jason Phillips, P.E. jason.b.phillips@usace.army.mil 931-263-2326	2021 Tornadoes	\$12,640,181.52
December	Greater Lafourche Port Commission- Port Fourchon, LA Serena Bruce serenab@portfourchon.com 985-632-1108	Disaster Debris Removal Services— Hurricane Ida DR-4611	\$631,513.60
December	Ascension Parish, LA Rachael Wilkinson 225-450-1208 rwilkinson@apgov.us	Disaster Debris Re Canal Disaster Debris Removal Services — Hurricane Ida DR-4611	\$11,287,635.40
October	Village of Napoleonville, LA Meshaun Arcenaux 985-369-6365 Meshaun.arcenaux@gmail.com	Disaster Debris Removal Services— Hurricane Ida DR-4611	\$38,941.40
October	Southeast Flood Protection Authority Ryan Foster 504-286-3100 Ext. 3157 rfoster@floodauthority.org	Disaster Debris Removal Services— Hurricane Ida DR-4611	\$2,690,963.63
October	Dauphin Island, AL Jeff Collier (251) 209-9980 jcollier@townofdauphinisland.org	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$3,140,135.00

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

October	Bay City, TX Scottie Jones 979-479-0344 sjones@cityofbaycity.org	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$236,335.95
October	Matagorda County, TX Amanda Campos (979) 323-0707 acampos@co.matagorda.tx.us	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$298,988.17
October	Lafourche School District, LA Jared Breaux (985) 435-4617 jabreaux@mylpsd.com	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$429,298.01
September	Bayou Lafourche Water District, LA Ben Malbrough 985-447-7155 ben.malbrough@blfwd.org	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$5,890,173.13
September	St. Charles Parish, LA Chandra Sampey 985-783-5000 csampey@stcharlesgov.net	Canal Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$2,339,823.10
September	Sorrento, LA Chris Guidry 225-675-5337 cguidry@sorrentola.gov	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$115,857.17
September	Town of Gramercy, LA Mayor Steven Nosacka 225-978-0556 mayor@townofgramercy.com	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$305,274.00
September	Iberville Parish, LA Randall Dunn 225-687-5190 rdunn@ibervilleparish.com	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$140,329.15
September	Assumption Parish, LA John Boudreaux 985-369-7386 johnboudreaux@assumptionoep.com	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$215,899.11
September	City of Baker, LA Darnell "Da-1" Waites 225-778-0300 dwaites@cityofbakerla.com	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$135,403.20
September	St. Tammany Parish, LA Jay Watson 985-898-2557 jwatson@stpgov.org	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$43,757,042.06

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

September	Town of Lutchter, LA Patrick St. Pierre 225-869-5823 patrick@townoflutchter.com	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$424,647.81
September	Montgomery County, PA Jason Wilson 215-260-5827 jwilson@montcopa.org	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$11,944,812.49
September	Donaldsonville, LA Mayor Leroy J. Sullivan, Sr (225) 806-8207	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$282,656.27
September	Central, LA Mayor David Barrow 225-246-2306 david.barrow@central-la.gov	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$441,364.66
September	St. James Parish, LA Eric Deroche 225-562-2265 eric.deroche@stjamesparishla.gov	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$1,381,257.45
September	Ascension Parish, LA Rachael Wilkinson 225-450-1208 rwilkinson@apgov.us	Disaster Debris Removal Services – Hurricane Ida DR- 4611	\$5,289,860.19
September	Jefferson Parish, LA Katherine Costanza 504-736-6440 KCostanza@jeffparish.net	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$36,692,909.98
September	LADOTD 61 Seth Matherne 225-379-1164 seth.matherne@la.gov	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$5,913,629.58
September	LADOTD 62 Seth Matherne 225-379-1164 seth.matherne@la.gov	Disaster Debris Removal Services— Hurricane Ida DR- 4611	\$30,900,053.55
August	Terrebonne Parish, LA Clay Naquin 985-873-6739 cnaquin@tpcg.org	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$46,194,992.24
August	Tangipahoa Parish, LA Missy Cowart 985-748-3211 mcowart@tangipahoa.org	Disaster Debris Removal Services— Hurricane Ida DR- 4611	*\$42,542,418.87

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

August	Abita Springs, LA Leanne Schaefer (985)892-0711 Ext 3951 lschaefer@abitaspringsla.gov	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$26,868
August	St. Charles Parish, LA Chandra Sampey 985-783-5000 csampey@stcharlesgov.net	Disaster Debris Removal Services— Hurricane Ida DR-4611	*\$18,672,467.27
August	Lafourche Parish, LA Jerome P. Danos 985-637-5199 DanosJP@lafourchegov.org	Disaster Debris Removal Services— Hurricane Ida DR-4611	*\$17,253,946.46
August	East Baton Rouge/City of Baton Rouge, LA Richard Speer 225-389-4865 rspeer@brgov.com	Disaster Debris Removal Services— Hurricane Ida DR-4611	*\$10,938,467.34
August	St. Bernard Parish, LA John Rahaim, Jr., 504-278-4267 jrahaim@sbgg.net	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$2,253,489.28
July	FDOT District 2 – Perry Rena Sanders (850) 330-1658 Rena.Sanders@dot.state.fl.us	Pre-staging	\$15,000.00
July	FDOT District 2 – Chiefland Rena Sanders (850) 330-1658 Rena.Sanders@dot.state.fl.us	Pre-staging	\$18,326.25
July	City of Houston, TX Stephen Costello (832) 393-0811 stephen.costello@houstontx.gov	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$10,483,667.44
June	Pinellas County, FL Sean Tipton (727) 222-0441 stipton@pinellascounty.org	Red Tide-Fish Kill	\$2,070,438.47
June	Ascension Parish, LA Rachael Wilkinson 225-450-1208 rwilkinson@apgov.us	May weather event	\$2,631.14

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

June	State of Washington Hank Cramer (509)429-2848 hankcramer@hotmail.com	Town of Malden Fire Cleanup	\$4,600,000.00
May	East Baton Rouge, LA Adam Smith (225) 389-5623 Amsmith@brgov.com	May Flood Event	\$505,060.62
April	City of Mobile, AL James A. DeLapp (251) 208-7886 jadelapp@cityofmobile.org	Bulky Waste	\$38,637.50
April	Coweta, GA Tod Handley (770) 683-7623 thandley@coweta.ga.us	Disaster Debris Clearance and Removal Services	\$35,089.08
April	Calhoun County, AL Brian Rosenbalm (256) 237-4657 brianr@calhouncounty.org	Emergency Debris Removal in response to tornados	\$2,942,622.86
March	Central, LA Mayor David Barrow 225-246-2306 david.barrow@central-la.gov	Winter Storm Debris	\$51,300.00
February	East Baton Rouge Adam Smith (225) 389-5623 Amsmith@brgov.com	Winter Storm Debris Removal	*\$1,130,963.16
January	CalRecycle Luke Wainscott (916) 341-6527 contracts@calrecycle.ca.gov	2020 Fires, Debris Removal & Hazard Tree Removal Services	*\$81,651,575.10
January	Washington County, AL Daniel Overton (251) 581-0215 Wcdgo55@yahoo.com	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$2,806,056.32
January	Clarke County, AL Jake Bailey (251) 769-8550 jbailey@clarkecountyal.com	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$4,299,718.14

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RFP 2024-03 Disaster Debris Removal and Disposal Services

October	City of Semmes, AL Jason Franklin (251) 442-4334 jasonfranklin@cityofsemmesal.gov	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$77,396
October	Vernon Parish, LA Belinda Diehl (337)238-0324 belinda@vppjla.com	Disaster Debris Removal – Hurricane Laura DR-4559	* \$12,000,000
September	City of Mary Esther, FL Heather Day (850)243-3566 findir@cityofmaryesther.com	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$14,832.68
September	Jackson County, FL Judy Austin (850) 718-0005 jaustin@jacksoncountyfl.com	Private Property Debris Removal—Hurricane Michael (DR-4399)	\$459,716.62
September	City of Gulf Breeze, FL Samantha Abell (850) 203-6033 sabell@gulfbreezefl.gov	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$1,023,202.02
September	Town of Dauphin Island, AL Mayor Jeff Collier (251) 209-9980 jcollier@townofdauphinisland.org	Disaster Debris Removal Services – Hurricane Sally DR-4563	* \$1,200,000
September	Mobile County, AL Eddie Kerr (251) 406-2733 Eddie.Kerr@mobilecountyal.gov	Disaster Debris Removal Services – Hurricane Sally DR-4563	* \$5,000,000
September	City of Mobile, AL John Peavy (251) 656-6892 John.peavy@cityofmobile.org	Disaster Debris Removal Services – Hurricane Sally DR-4563	* \$15,000,000
September	Winn Parish, LA Karen Tyler (318) 628-5824 Pj1admin@wppj.net	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,184,514.30
September	Natchitoches Parish, LA Cathy Creamer (318) 357-1339 ccreamers@npgov.org	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	City of Natchitoches, LA Ed Lee (318) 357-3870 elee@natchitochesla.gov	Disaster Debris Removal – Hurricane Laura DR-4559	\$446,697.22
September	City of Cedar Rapids, IA Rebecca Johnson (319) 286-5062 r.johnson2@cedar-rapids.org	Collection of C&D Storm Damaged Household Items – Derecho Severe Storms DR-4557	* \$200,000
September	Grant Parish, LA Sissy Pace (318) 627-3157 sissy.pace@gppj.org	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83

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RFP 2024-03 Disaster Debris Removal and Disposal Services

August	Ouachita Parish, LA Jay Mitchell (318) 323-5700 mayorsoffice@westmonroe.la.gov	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Lafayette Parish, LA Carrie Sattler (337) 291-8564 carriesattler@gmail.com	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA Sarah Fontenot (337) 783-0824 Sarah.fontenot@crowley-la.com	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana Jeremy Meiske (225) 342-8022 jeremy.meiske@la.gov	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District, TX Phil Kelley (409) 985-4369 pkelley@dd7.otg	Emergency Disaster Assistance Recovery- Hurricane Laura DR- 4559	\$12,886.39
August	City of Deland, FL Demetris Pressley (386) 626-7194 Pressleyd@deland.org	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC Dave Mayes (910) 341.5880 Dave.Mayes@wilmingtonnc.gov	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX Amanda Campos (979) 323-0707 acampos@co.matagorda.tx.us	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA Mayor David Barrow (225) 261-5988 david.barrow@central-la.gov	Debris Removal in response to Weather Event	\$3,400
May	Lafourche Parish, LA Jerome Danos (985) 493-6928 danosjp@lafourchegov.org	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA Chandra Sampey (985) 331-8604 csampey@stcharlesgov.net	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN Andy Barlow (615) 773-7957 abarlow@mtjuliet-tn.gov	Tornado Debris Removal (DR- 4476)	\$1,258,201.54

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RFP 2024-03 Disaster Debris Removal and Disposal Services

April	Puerto Rico Power Authority Mireya Rodriguez (787)521-1358 Mireya.rodriguez@prepa.com	Vegetation Management	* \$11,000,000
January	City of Houston, TX Carolyn Wright (832) 393-0454 swdworks@houstontx.gov	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
2019	Contracting Agency	Description of Work	Contract Amount
November	City of Port Aransas, TX Rick Adams (361) 749-7111 radams@cityofportaransas.org	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX Michael White (409) 835-8757 mwhite@co.jefferson.tx.us	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$1,132,923.58
September	City of Liberty, TX Tom Warner (936) 336-3684 twarner@cityofliberty.org	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$87,791.50
September	City of Nederland, TX Chris Duque 409-723-1503 cduque@nhcgov.com	Disaster Debris Management— Tropical Storm Imelda (DR-4466)	\$12,142.40
September	New Hanover County, NC Kim Rhoane (910) 798-4402 KRhoane@nhcgov.com	Disaster Debris Removal— Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC Jason Baker 252-247-2268 jbaker@townofpks.com	Disaster Debris Removal— Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC Dave Mayes (910) 341.5880 Dave.Mayes@wilmingtonnc.gov	Pre-Staging Equipment— Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL Lourdes Porras 305-673-7490 lourdesporras@miamibeachfl.gov	Logistical Services—Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA Mayor David Barrow (225) 261-5988 david.barrow@central-la.gov	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO Kurt Mandernach 636-949-7465 kmandernach@sccmo.org	Emergency Flood Debris Removal and Disposal	\$650,075.00

Tab 3: Past Performance

RFP 2024-03 Disaster Debris Removal and Disposal Services

August	Village of Plover, WI Bill Konkol 715-345-5257 bkonkol@ploverwi.gov	Straight-Line Wind – Debris Removal	\$119,427.50
July	Assumption Parish, LA John Boudreaux (985) 369-7386 Johnboudreaux@assumptioneop.com	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA Nathan Cobb (225) 226-5972 ncobb@pcparish.org	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA Clay Naquin 985-873-6739 cnaquin@tpcg.org	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA Carrie Sattler (337) 291-8564 carriesattler@gmail.com	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA Adam Smith, P.E., (225) 389-5623 AMSmith@brgov.com	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$398,040.07
June	State of Louisiana- Sand Activation Governor's Office of Homeland Security and Emergency Preparedness (225) 358-5667	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation Pablo Figueroa 787-538-4719 Pablof_360arch@yahoo.com	Hurricane Maria Debris Removal (DR-4339)	\$4,890,171.32
June	Monroe County, MS O. W "Sonny" Clay (662) 319-7881	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA Michelle Colvin (318) 251-8631	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44

* Contract is ongoing

SPECIALTY DEBRIS MANAGEMENT

DRC has extensive experience in managing every type of debris, including the following notable examples. In all projects, DRC has met and fulfilled the standards of all local, state, and federal regulatory agencies, including the remediation, restoration, and sampling of staging and processing sites.

White Goods

- 🌐 In response to Hurricane Ian in 2022, DRC removed and recycled/disposed of **3,628 appliances** in South Florida. This work included the removal of **892 appliances from waterways**.
- 🌐 After Hurricane Harvey in 2017, DRC removed and recycled/disposed of **4,227 appliances** in the Houston area.
- 🌐 The Baton Rouge area experienced historic flooding in 2016. DRC removed and recycled/disposed of **more than 10,000 appliances** as part of a **\$45 million contract**.

E-waste

- 🌐 After Hurricane Florence, DRC removed **2,786 e-waste units** in Pender County alone; the total number of units DRC collected in response to Hurricane Florence was **3,116**.
- 🌐 After 2017's Hurricane Harvey, DRC removed **9,268 e-waste units** in the Houston area.
- 🌐 DRC removed **18,908 e-waste units** in response to the 2016 Baton Rouge floods.

Construction and Demolition Debris

- 🌐 Following Hurricane Ida in 2021, DRC collected and disposed of over **4,500,000 cubic yards** of C&D debris.
- 🌐 In the States of North Carolina and Florida, during Hurricanes Michael and Florence—which occurred simultaneously—DRC removed approximately **635,000 cubic yards of C&D**.
- 🌐 DRC's response to severe flooding in the City-Parish of East Baton Rouge, Louisiana, in 2016 required the use of more than 300 hauling vehicles in the collection, processing, and/or recycling of over **1.2 million cubic yards of C&D debris**.

Marine/Waterway Debris Removal

- 🌐 DRC is currently contracted by the City of Houston for a multi-phase waterway debris removal project and has removed **1.5 million cubic yards** of debris from Houston waterways to date.
- 🌐 In response to Hurricane Ida in 2021, DRC collected and disposed of over **428,000 cubic yards** of debris from canals and waterways across 5 jurisdictions.
- 🌐 After Hurricane Ike struck Texas in 2009, DRC removed sunken vessels and debris from four major bays and waterways in the affected area. We used side scan sonar to identify targets in advance and in combination with a well-designed implementation plan. DRC removed a total of **2,100,000 cubic yards of vessels and debris**, and the complete marine operation was concluded in just over 30 days.
- 🌐 DRC's recent experience in the removal of sunken vessels includes the Louisiana Parishes of Jefferson, Terrebonne, and East Baton Rouge. In the City-Parish of East Baton Rouge, our annual channel clearing project for 2022 totaled **\$11,029,963**.

Demolitions

- ☛ DRC has performed demolitions following multiple events, including the Gray and Oregon Road Wildfire, Marshall Wildfire, Washington BABB Wildfire, and Hurricanes Ida, Ian, Michael, Laura, Gustav, and Katrina.
- ☛ Our response to the Marshall Fire in Boulder County included the demolition of 569 structures.
- ☛ DRC was contracted by the City of New Orleans to perform strategic demolitions to stimulate economic recovery. DRC performed **11,782 demolitions** under this contract.
- ☛ DRC has been contracted by several Louisiana parishes to perform strategic demolitions of houses that were affected by various storms. As part of this work, DRC has demolished 143 structures in Lafourche Parish and 98 in Terrebonne Parish to date.

Hazardous Trees and Vegetative Debris

- ☛ Following Hurricane Ida in 2021, DRC collected and disposed of over **12,200,000 cubic yards** of vegetative debris.
- ☛ While working on the recovery in Florida Department of Transportation Regions 2 and 3 after Hurricane Michael, DRC collected over **2,660,000 cubic yards** of vegetative debris, including **17,169 hazardous trees**.
- ☛ During the same storm in Jackson County, Florida, DRC collected over **2,445,000 cubic yards** of vegetative debris, including **32,290 hazardous trees**.
- ☛ While working on the recovery in Puerto Rico after the effects of Hurricane Maria, DRC collected **96,835 hazardous trees** from the island as a part of a **\$78 million contract**.
- ☛ For the City of Fort Lauderdale in response to Hurricane Irma in 2017, DRC removed over **12,500 hazardous stumps and trees**.
- ☛ In response to Ice Storm Pax in 2014, The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over **12,000 miles of roadway clearing** and the trimming of over **225,000 trees**.

Soil, Mud, and Sand Screening and Beach Restoration

- ☛ In Jefferson Parish, Louisiana, after Hurricane Ida in 2021, DRC recovered, screened, and restored **92,432 cubic yards of sand**. Additionally, DRC segregated and disposed of **36,500 cubic yards of silt and soil**.
- ☛ For the City of Fort Lauderdale following Hurricane Irma in 2017, DRC recovered more than **57,500 cubic yards** of sand from roadways, sidewalks, and parking lots. We then screened the sand and restored the beauty of these Florida beaches.
- ☛ In response to Hurricane Florence in 2018, DRC removed and screened **38,336 cubic yards of sand** to restore beaches in North Carolina.

Dead Animals

- ☛ After the severe flooding in the Baton Rouge area in 2016, DRC removed and disposed of dead animals as needed as part of a **\$45,000,000 contract** with the City.
- ☛ For the City of Galveston following Hurricane Ike in 2008, DRC removed and disposed of dead animals as needed as part of a **\$38,007,492 contract** with the City.
- ☛ DRC led the Red Tide Fish Kill cleanup project in Pinellas County in 2018, collecting over **1,800 tons of dead fish** in a three-month span while also cleaning and maintaining **45 miles of coastline**. The **total contract amount was \$6,895,562**.

Private Property Debris Removal

- After a devastating tornado, DRC removed and processed over **44,000 cubic yards of debris** from private properties following in St. Bernard Parish, Louisiana, in 2022.
- DRC removed and processed over **2,700 cubic yards of debris** from private parks in the City of Fort Lauderdale following Hurricane Irma in 2017.
- DRC had Right of Entry (ROE) forms signed and removed debris from private property as needed as part of **\$45,000,000 contract** with the City- Parish of East Baton Rouge following severe flooding in 2016 (DR4277).
- DRC has removed debris from private properties after multiple wildfires, including the 2021-2022 Boulder County Marshall Fire, 2020 California wildfires, 2020 Babb Road Wildfire in Eastern Washington State, 2023 Gray and Oregon Road Wildfires in Spokane County, and the 2023 wildfires in Maui.

Household Hazardous Waste

- In our response to Hurricane Ian in South Florida in 2022, DRC removed and disposed of **698,889 cubic yards of household hazardous waste**.
- In Pender County, North Carolina, after Hurricane Florence in 2018, DRC collected **28,130 pounds of household hazardous waste** as a part of a **\$10 million contract**.
- DRC removed and disposed of **55,486 cubic yards of household hazardous waste** in the Houston area following Hurricane Harvey in 2017.
- After the severe flooding of the City-Parish of East Baton Rouge, Louisiana in 2016, DRC removed and disposed of **554,880 cubic yards of household hazardous waste**.

DOCUMENTATION AND DATA MANAGEMENT

Invoicing Procedure

DRC's invoicing procedure is as follows:

- 🕒 Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- 🕒 An invoice is created, along with the ticket data backup.
- 🕒 The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the Town of Pembroke Park, if there is not a Monitoring Firm.
- 🕒 Once the invoice and ticket data have been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- 🕒 Frequency: invoicing is usually performed on a weekly basis.

Data Center

DRC maintains a fully staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The urgent nature of DRC's work requires that the Company remain online and in contact across its network at all times.

Daily Reports

DRC shall submit daily progress and quality control reports to the Town for all activities. Each report will contain, at a minimum, the following information:

- 🕒 Letterhead with DRC name and contact information
- 🕒 Report Date
- 🕒 Location of completed work
- 🕒 Location of work for the next day
- 🕒 Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 🕒 List of roads that were cleared (Emergency Clearance)
- 🕒 Number of Crews (including number of trucks and loading equipment)
- 🕒 Daily and cumulative totals of debris removed, by category
- 🕒 Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 🕒 Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 🕒 Number of hazardous trees and hanging limbs removed
- 🕒 Problems encountered or anticipated and proposed solutions

Daily Reports are co-signed by the Town's inspector to verify work performed. In addition, the Town receives an original copy of all load tickets and receives and verifies for co-signature a Daily Reconciliation Sheet listing each load ticket, truck number, crew number, street, truck volume, percent full, credited volume of debris removed, and the total volume removed for the day. This Daily Reconciliation Sheet can become the invoicing document for the contract.

Documentation and Recovery Process

Prior to the beginning of the hurricane season, DRC will meet with the Town and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phases of debris removal. At all times, DRC will provide the Town with access to all work sites and disposal areas. DRC and the Debris Management Monitor will have personnel in place to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site. The Debris Management Monitor will coordinate data recording and information management processes, including but not limited to the following:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and Temporary Debris Staging and Reduction Site information, including reconciliation and photographic documentation processes.
- Provide daily, weekly, or other periodic reports for the Town's managers and DRC, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the Town and the Debris Management Monitor
- Review documentation for accuracy
- Assist in preparation of claim documentation

DRC understands that complete and accurate records are required for the receipt of federal funds. We will provide the Debris Management Monitor with all requested information that is necessary for proper documentation. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address likely concerns of the reimbursement agencies.



Ability to Manage Multiple Contracts

DRC has extensive experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our approach is grounded in using highly qualified operational management teams to ensure a coordinated, expeditious and effective response to disasters. DRC's management staff is provided with state-of-the-art resource planning and forecasting systems and empowered to reassign resources as needed. DRC's experience managing multiple contracts includes the following:

2024 HURRICANE BERYL

- ☛ DRC is currently assisting 16 jurisdictions in response to Hurricane Beryl, which affected many areas throughout Texas.

2024 DERECHO AND SEVERE WEATHER EVENTS

- ☛ DRC is currently assisting 10 jurisdictions in response to the severe weather events that affected many areas throughout Texas and Louisiana.

2023 TORNADOS, WINTER STORMS AND HURRICANE IDALIA

- ☛ DRC was activated in 22 jurisdictions, managed 13 DMS sites, and removed and disposed of over 2,100,000 cubic yards of debris.

2022 HURRICANE IAN

- ☛ DRC was activated in 19 jurisdictions, managed 21 DMS sites, and removed and disposed of over 4,900,000 cubic yards of debris.

2021 HURRICANE IDA

- ☛ DRC was activated in 41 jurisdictions, managed 89 DMS sites, and removed and disposed of over 18,000,000 cubic yards of debris.

2020 HURRICANE SEASON

- ☛ DRC was activated in 52 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed of over 5,900,000 cubic yards of debris.

2019 HURRICANE SEASON

- ☛ DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry and Dorian and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed five temporary staging and reduction sites in total and removed approximately 210,000 cubic yards of debris.

2018 HURRICANE MICHAEL

- ☛ DRC was active in nine jurisdictions, managed 27 debris management sites and removed approximately 5,800,000 cubic yards of debris.

2018 HURRICANE FLORENCE

- ☛ DRC was concurrently activated in 14 jurisdictions, managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 HURRICANE MARIA

- ☛ DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed eight temporary staging and reduction sites and removed over 1,100,000 cubic yards of debris.

2017 HURRICANE IRMA

- ☛ DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 3,600,000 cubic yards of debris.

2017 HURRICANE HARVEY

- ☛ DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran 16 temporary staging and reduction sites during this activation.
- ☛ DRC recovered and reduced over 3,500,000 cubic yards of debris during this activation.

2016 HURRICANE HERMINE

- ☛ In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 LOUISIANA SEVERE FLOODING DR4277

- ☛ DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- ☛ DRC opened and operated two temporary staging and reduction sites – including the **largest debris management site on record** – to compact and recycle C&D debris prior to haul out for final disposal. **These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.**



2016 WINTER STORM JONAS

- ☛ The snow from Winter Storm Jonas started the morning of January 22nd, and by that evening, DRC had started mobilizing in five different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around-the-clock management and support personnel. The project was completed in 10 days.

2014 ICE STORM PAX

- ☛ DRC was simultaneously activated in New Hanover County, Pender County, and the City of Wilmington, North Carolina for debris removal and reduction of approximately 400,000 cubic yards of debris.
- ☛ The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- ☛ DRC managed and operated 16 temporary staging and reduction sites in North and South Carolina, reducing and recycling over 1.7 million cubic yards of debris.

2012 HURRICANE SEASON

- ☛ DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six temporary staging and reduction sites in Louisiana alone.

2009 HURRICANE SEASON

- ☛ The Texas GLO requested assistance for the removal of marine debris that had been generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.
- ☛ DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at \$11,157,132.

2021: Hurricane Ida



In 2021, DRC was activated in 41 jurisdictions, managed 89 DMS sites, and removed and disposed of 18,000,000 cubic yards of debris in response to Hurricane Ida. Our combined contract total for 2021 was valued at over \$330,000,000.

2020: Six Hurricanes



The 2020 season brought Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta. DRC was mobilized in 52 jurisdictions in 7 states, managed 81 DMS sites, and removed and disposed of over 5,900,000 cubic yards of debris for contracts surpassing \$95 million.

Please see attached References Forms.

DRC has not had any conflicts over the last five (5) years with these or any other contract for similar work.



Disaster Debris Removal and Disposal Services REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1. Company: Town of Longboat Key, Florida

Street Address: 600 General Harris Street

City, State & Zip: Longboat Key, FL 34228

Contact Person Name: Mark Richardson

Title: Streets, Facilities, Parks & Recreations Manager

Phone: (941) 361-6411 Ext. 2212

Email: mrichardson@longboatkey.org

Describe Scope of Work and dates of project/service: Debris Removal Services - Hurricane Ian, October 2022 to November 2022. DRC collected a total of 23,983.60 cubic yards of debris worth \$334,105.91.

2. Company: City of Bradenton, Florida

Street Address: 1411 9th Street

City, State & Zip: W Bradenton, FL 34205

Contact Person Name: Craig Keys

Title: Public Works Section Manager

Phone: (941) 708-6300 Ext. 237

Email: craig.keys@bradentonfl.gov

Describe Scope of Work and dates of project/service: Debris Clearance and Removal Services - Hurricane Ian, October to November 2022. DRC collected a total of 21,803.41 cubic yards of debris worth \$302,085.74.

3. Company: Sarasota County, Florida

Street Address: 4000 Knight Trail Road

City, State & Zip: Nokomis, FL 34275

Contact Person Name: Lois Rose

Title: Manager

Phone: (941) 544-2817

Email: lerose@scgov.net

Describe Scope of Work and dates of project/service: Disaster Debris Collection, Reduction, and Disposal - Hurricane Ian, September 2022 to February 2023. 1,965,910.90 cy.,

\$ 20,962,892.48



Disaster Debris Removal and Disposal Services REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

4. Company: City of Hollywood, Florida

Street Address: 1600 S. Park Road

City, State & Zip: Hollywood, FL 33020

Contact Person Name: Joshua Collazo

Title: Assistant Public Works Director

Phone: (954) 967-4526

Email: jcollazo@hollywoodfl.org

Describe Scope of Work and dates of project/service: Hurricane Nicole - Hourly Work, November 2022. The value of the hourly work DRC performed was \$14,953.75.

5. Company: City of Baker, Louisiana

Street Address: 3325 Groom Road

City, State & Zip: Baker, LA 70714

Contact Person Name: Darnell Waites

Title: Mayor

Phone: (225) 778-0300

Email: dwaites@cityofbakerla.com

Describe Scope of Work and dates of project/service: Disaster Debris Removal Services - Hurricane Ida DR-4611, September to November 2021. DRC collected a total of 10,951.00 cubic yards of debris worth \$135,403.20.

6. Company: City of Maitland, Florida

Street Address: 1776 Independence Lane

City, State & Zip: Maitland, FL 32751

Contact Person Name: Kim Tracy

Title: Public Works Director

Phone: (407) 539-6216

Email: ktracey@itsmymaitland.com

Describe Scope of Work and dates of project/service: Emergency Debris Hauling and Disposal - Hurricane Ian, Sept. to Nov. 2022. 15,855.50 cy., \$141,151.33



Tab 4: Understanding of Project Requirements

RFP 2024-03 Disaster Debris Removal and Disposal Services

COMPREHENSIVE SERVICES

Together with our commonly owned affiliates SLS, Forgen, and Callan Marine, DRC can respond immediately to disaster events and provide almost every service required to move through the complete disaster recovery timeline. We are one of the only companies in the United States that can perform these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and shares all resources and assets, including financial, personnel, equipment and facilities. **DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for towns, cities, and jurisdictions nationwide in disaster recovery services.**



DRC specializes in providing extensive disaster recovery services throughout the country. We are recognized for providing government and private entities with rapid response solutions and facilitating the most effective immediate recovery efforts tailored to each specific disaster. We also facilitate contingency planning through our disaster readiness workshops and training. Throughout our history, DRC has successfully completed over \$3 billion in response contracts and has handled over 180,200,000 yards of debris. We have the capacity to mobilize over 4,000 pieces of equipment to any location in the United States and maintain a strong cadre of disaster and debris management and operational personnel, who are augmented by hundreds of regional and local construction partners and personnel.



SLS provides the full spectrum of general contracting, construction management, infrastructure, disaster response, health and humanitarian services throughout North America and beyond. From emergency sheltering, facilities operation, mass population care, and catering to field hospitals and rapid repairs, we mobilize within hours to provide relief and stability when disaster strikes. With an aggregate bonding capacity of \$4 billion, SLS performs a multitude of large-scale assignments for federal, state, regional, county and municipal entities—with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters. Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.



Forgen is one of the largest environmental construction companies in the United States, offering remediation and infrastructure solutions across the country. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.



Callan Marine is a highly specialized marine construction firm capable of providing design, engineering, management, and construction services. We provide every type of marine construction activity including debris management and removal, dredging, shoreline protection, beach renourishment, port/dock facility construction, and wetland construction. Our work restores berthing depths for ship docks and navigation channels and facilitates transportation in our nation's waterways. We are recognized as the leading marine construction service provider on the Gulf Coast, with a long list of government and private clients who continually utilize Callan Marine for comprehensive marine construction services.

DRC, SLS, Forgen, and Callan Marine have the capability to execute each step in the recovery process, utilizing some of the best personnel, resources, and financial capabilities in the disaster industry. Through the combined efforts of our distinct companies, we are able to accomplish all three (3) critical phases of disaster management and recovery to assist clients with accomplishing the full restoration of normalcy.

Prepare

DRC Emergency Services, LLC can help local governments prepare for any contingency with confidence. DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principles of Emergency Management.** The Preparation Phase includes the following:

- 🌐 Post-Contract Award Meeting
- 🌐 Identification of Local Subcontractors, Vendors, and Teaming Partners County
- 🌐 Joint Planning, Technical Training, and Educational Services

Respond

Immediate response to a disaster is imperative to quickly restoring a community to functioning levels. No matter the task, **we specialize in executing the Response Phase and work around the clock to clear the way for the restoration of critical services to affected areas.** This phase includes:

- 🌐 Alert Phase
- 🌐 Preliminary Damage Assessments
- 🌐 Emergency Push Operations
- 🌐 Loading and Hauling Operations
- 🌐 TDSRS Operations
- 🌐 Compliance & Safety
- 🌐 Prompt Damage Resolution
- 🌐 Documentation and Data Management
- 🌐 Communication and In-Field Technology
- 🌐 Client Interaction Program
- 🌐 Post Event Evaluations
- 🌐 Sustainability

Recover

Once critical needs are met, the final phase commences to execute recovery efforts and enable communities to begin moving forward. **We are uniquely positioned to streamline this process and make the phased transition immediate and seamless.**

- 🌐 Demolition
- 🌐 Man Camp Services
- 🌐 Post Disaster Temporary Housing
- 🌐 Marine Services

GENERAL PROJECT REQUIREMENTS

Maintenance and Equipment Repair

DRC employs a full time Specialized Equipment Mechanic to repair and maintain equipment; he has been with the company for 20 years. As such, he is familiar with every piece of equipment that DRC owns. The Specialized Equipment Mechanic will travel to Pembroke Park to perform repairs and remedial maintenance as needed. DRC will hire additional staff in the case of multiple activations if necessary.

Prompt Damage Complaint

DRC rigorously rectifies damages sustained to public and private property during our debris removal and disposal efforts. Our damage hotline's phone number is (888) 721-4DRC. Upon receiving a complaint, a complaint manager is assigned to the case; the manager is responsible for tracking all damages and repairs. DRC will investigate all complaints within twenty-four (24) hours and propose a resolution to the damaged party within forty-eight (48) hours. All damages that result from DRC's work will be repaired no later than thirty (30) days after the completion of an activation.



Tab 4: Understanding of Project Requirements

RFP 2024-03 Disaster Debris Removal and Disposal Services

Please see the attached Certificate of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/12/2024

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

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

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Turner Murphy PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: turner.murphy@mcgriff.com														
INSURED DRG Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Crum & Forster Specialty Insurance Company</td><td>44520</td></tr><tr><td>INSURER B :United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER C :Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D :Argonaut Insurance Company</td><td>19801</td></tr><tr><td>INSURER E :Vantage Risk Specialty Insurance Company</td><td>16275</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Crum & Forster Specialty Insurance Company	44520	INSURER B :United States Fire Insurance Company	21113	INSURER C :Texas Mutual Insurance Company	22945	INSURER D :Argonaut Insurance Company	19801	INSURER E :Vantage Risk Specialty Insurance Company	16275	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: PJ2SDTPE

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		ECG107202	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		1387748556	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		EFX125034	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0001307608 TX 929088471754 OS	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution & Errors & Omissions		P03CP0000055600	03/31/2024	03/31/2025	Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP 24-03 / DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

The General Liability, Automobile and Excess policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Excess coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. Michael Broadlove, Jr.

Prepare

Respond

Recover



Among the top priorities of any Community are to protect lives, to minimize the loss or degradation of resources, and to restore operational capability following an event. DRC uses a basic, three-phase approach to help the Town of Pembroke Park achieve these goals: **prepare**, **respond**, and **recover**. Careful attention to these three phases is fundamental to successful disaster management.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest, and immediate response to natural and man-made disasters.



"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."

— Leo T. Lucchesi, Director of Public Works, Washington Parish Government

PREPARE



- Contract Award
- Local Teaming Partners
- Available Equipment
- Joint Planning & Training
- Forecasting

Contract Award

Upon award, DRC's Regional Manager Evan Fancher will schedule a meeting with the Town of Pembroke Park. The initial meeting is critical, allowing the Town and the Regional Manager to make introductions and to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step-by-step plan to expedite arrangements for the training and response phases of the contract. These provisions include but are not limited to the following:

- 🌐 Presenting key team members, including the Project Manager, and their responsibilities
- 🌐 Participating in scenario exercises to include planning and routing
- 🌐 Facilitating the designation and readiness of TDSRS and final disposal sites
- 🌐 Introducing the Monitoring Firm Representative (if applicable)

Local Teaming Partners, Vendors, and Subcontractors

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- | | |
|------------------------|-------------------------------|
| 🌐 Outreach programs | 🌐 Client and vendor referrals |
| 🌐 Government databases | 🌐 SBE compliance departments |
| 🌐 Website applications | 🌐 Direct mail outreach |

Joint Planning, Technical Training, and Educational Services



DRC Emergency Services, LLC can help local governments prepare for any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides ongoing education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he presided over the roundtable workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principles of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always

available to provide the Town of Pembroke Park with planning and training exercises. DRC will provide regular planning, training, and feedback sessions throughout the length of the contract at no extra cost. Typical workshops include one or more of the following topics:

- Pre-Season Debris/Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise



When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

Benefits of planning and training sessions include the following:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

"I have been city manager for over 50 years. DRC is the best Hurricane contractor I have had the opportunity to work with."

- Samuel Kissinger, City Manager, Indian Creek Village, FL

Identifying Equipment Staging Areas

Determining equipment staging areas ahead of time allows DRC to seamlessly mobilize resources in advance of a disaster, whenever possible. In all cases, it saves time in the response. While discussing potential plots to stage equipment, the following should be considered:

- ☛ Staging away from residential areas
- ☛ Easy access from main rights-of-way
- ☛ Sufficient acreage to manage a large number of vehicles
- ☛ Fencing around the facility is preferable



Temporary Debris Staging and Reduction Site (TDSRS) Selection

DRC will discuss potential TDSRS with Pembroke Park during the planning phase. Important criteria will include the following:

- ☛ Public versus private land considerations
- ☛ Environmental agency approvals
- ☛ Dust and fire mitigation
- ☛ Ingress and egress considerations
- ☛ Security features
- ☛ Storm water control considerations
- ☛ Elevation
- ☛ Sound buffers and fencing



Proposed TDSRS
McTyre Park
3501 SW 56th Avenue
West Park, FL 33023

Identifying Permanent Disposal, Transfer, and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

Proposed Final Disposal Sites

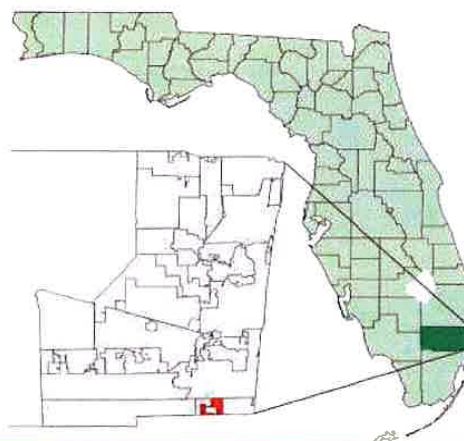
Lopefra Corp. Recycling Facility
7555 NW 87th Ave
Medley, FL 33166

Waste Management
9350 NW 89th Ave
Medley, FL 33178

Establishing Emergency Push Routes & Collection Grids

Creating a plan to map emergency push routes and collection grids before disaster strikes will save time in the days afterward. Exact routes will vary based on which areas sustain the most damage, but they should always include the following:

- 📍 Hospitals
- 📍 Police departments
- 📍 Emergency shelters
- 📍 Nursing homes
- 📍 Major traffic routes



FORECASTING

DRC will incorporate the Town of Pembroke Park's debris management plan and use the USACE model to predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project.

Disclaimer: The following scenarios are for discussion and demonstration only. Type, category, and intensity of the event determine the number of trucks and personnel required. Each activation presents unique circumstances which require a tailored response.

FORECASTING

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Disclaimer: The following scenarios are for discussion and demonstration only. Type, category, and intensity of the event determine the number of trucks and personnel required. Each activation presents unique circumstances which require a tailored response.

Forecasting Scenarios

Event Type 1

SPOT JOBS: Localized

NUMBER OF TDSR SITES: 1

LOCATION OF TDSR SITE: TBD

SIZE OF TDSR SITE: 1 acre or more

TYPE OF HAULING EQUIPMENT: Knuckle boom self-loading trucks, dump trucks/trailers

TOTAL EXPECTED CUBIC YARDS OF DEBRIS: Less than 10,000 cubic yards

PERSONNEL REQUIRED: Project Manager, two foreman, TDSR site manager, staff of 3-5 per TDSRS site and full back-office staff

SCHEDULING AND ROUTING: DRC will provide one or more crews consisting of a chainsaw crew, skid steer, flaggers, and self-loading knuckle boom trucks. The crews would be supervised by a Project Manager and two foremen.

Debris will be hauled to a TDSR site where it will be reduced by compaction, grinding or incineration. It will then be transferred for recycling or disposal.

Daily reports will be provided by DRC outlining the amount of debris, the types of debris and the zones the debris was collected.

Event Type 2

SMALL EVENT: Widespread or County wide

NUMBER OF TDSR SITES: 1

LOCATION OF TDSR SITE: TBD

SIZE OF TDSR SITE: 5 acres or more

TYPE OF HAULING EQUIPMENT: Knuckle boom self-loading trucks, dump trucks/trailers

TOTAL EXPECTED CUBIC YARDS OF DEBRIS:- Up to 30,000 cubic yards

PERSONNEL REQUIRED: Project Manager, Superintendent, 1 foreman, TDSR site manager, staff of 3-5 per TDSRS site and full back-office staff



Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services

SCHEDULING AND ROUTING: DRC will provide four or more crews consisting of chainsaw crew, skid steer, flaggers and self-Loading knuckle boom trucks. The crews would be supervised by a Project Manager, Superintendent and Foreman.

Debris will be hauled to a TDSR site where it will be reduced by compaction, grinding or incineration. It will then be transferred for recycling or disposal.

Daily reports will be provided by DRC outlining the amount of debris, the types of debris and the zones the debris was collected.

Event Type 3

SIGNIFICANT EVENT: Removal, Reduction, Hauling- Woody debris only- Widespread or County wide

NUMBER OF TDSR SITES: 3

LOCATION OF TDSR SITE: TBD

SIZE OF TDSR SITE: 7-20 acres

TYPE OF HAULING EQUIPMENT: Knuckle boom self-loading trucks, dump trucks/trailers

TOTAL EXPECTED CUBIC YARDS OF DEBRIS: Up to 400,000 cubic yards

PERSONNEL REQUIRED: Project Manager, Superintendent, 3 foreman, TDSR site manager, staff of 5-7 per TDSRS site and full back-office staff
SCHEDULING AND ROUTING: DRC will provide four or more crews consisting of chainsaw crew, skid steer, flaggers and self-Loading knuckle boom trucks. Approximately 10 crews with 50 trucks. Each crew would consist of a lead and be supervised by a Project Manager, Superintendent and three Foreman.

Debris will be hauled to a TDSR site where it will be reduced by compaction, grinding or incineration. It will then be transferred for recycling or disposal.

Daily reports will be provided by DRC outlining the amount of debris, the types of debris and the zones the debris was collected.

Event Type 4

SIGNIFICANT EVENT: Removal, Reduction, Hauling and Separating - Mixed debris -Widespread or County wide

NUMBER OF TDSR SITES: 3-5

LOCATION OF TDSR SITE: TBD

SIZE OF TDSR SITE: 7-20 acres

TYPE OF HAULING EQUIPMENT: Knuckle boom self-loading trucks, dump trucks/trailers

TOTAL EXPECTED CUBIC YARDS OF DEBRIS: Up to 800,000 cubic yards

PERSONNEL REQUIRED: Project Manager, Superintendent, 5 foreman, TDSR site manager, staff of 7-10 per TDSRS site and full back-office staff

SCHEDULING AND ROUTING: DRC will provide four or more crews consisting of chainsaw crew, skid steer, flaggers and self-Loading knuckle boom trucks. Approximately 15 crews with 70 trucks. Each crew would consist of a lead and be supervised by a Project Manager, Superintendent and five Foreman.

Debris will be hauled to a TDSR site where it will be reduced by compaction, grinding or incineration. It will then be transferred for recycling or disposal.

Daily reports will be provided by DRC outlining the amount of debris, the types of debris and the zones the debris was collected.



Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services

Event Type 5

CATASTROPHIC EVENT: Removal, Reduction, Hauling and Separating - Mixed debris -County wide

NUMBER OF TDSR SITES: 4-6

LOCATION OF TDSR SITE: TBD

SIZE OF TDSR SITE: 7-20 acres

TYPE OF HAULING EQUIPMENT: Knuckle boom self-loading trucks, dump trucks/trailers

TOTAL EXPECTED CUBIC YARDS OF DEBRIS: Up to 1,500,000 cubic yards

PERSONNEL REQUIRED: Project Manager, Superintendent, 10 foreman, TDSR site manager, staff of 10-15 per TDSRS site and full back-office staff

SCHEDULING AND ROUTING: DRC will provide four or more crews consisting of chainsaw crew, skid steer, flaggers and self-loading knuckle boom trucks. Approximately 15 crews with 70 trucks. Each crew would consist of a lead and be supervised by a Project Manager, Superintendent and five Foreman.

Debris will be hauled to a TDSR site where it will be reduced by compaction, grinding or incineration. It will then be transferred for recycling or disposal.

Daily reports will be provided by DRC outlining the amount of debris, the types of debris and the zones the debris was collected.



RESPOND

- Alert Phase
- Response Timeline
- Preliminary Damage Assessments
- Emergency Push Operations
- Loading and Hauling Operations
- Temporary Debris Staging and Reduction Site Operations
- Compliance
- Safety
- Prompt Damage Resolution
- Documentation and Data Management
- Communication and In-Field Technology
- Client Interaction Program
- Post Event Evaluations
- Sustainability

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 🕒 72 hours before impending impact, Evan Fancher will contact the Town of Pembroke Park to discuss activation and response
- 🕒 At the discretion of the Town, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- 🕒 DRC will identify and assess the readiness of our network of subcontractors for Emergency Push and Load and Haul Operations
- 🕒 Our team will pre-stage equipment and personnel as needed to respond to the immediate aftermath of the event
- 🕒 DRC will map Emergency Push Collection routes, if these have not been determined in the planning phase

Post-Disaster Impact Response Timeline

Upon receipt of Notice to Proceed or Task Order, DRC will immediately commence mobilization of equipment, operators, and laborers.

DRC has the capacity to meet, sustain, and manage all facets of disaster response, including responding within 24 hours. DRC proposes the following time frames for immediate disaster response:

Within 24 Hours Post Event

- 🌐 Project Manager and support staff are in place and interacting with the Town of Pembroke Park's Point of Contact
- 🌐 Staging and certification of equipment is underway
- 🌐 Permitting and mobilization of TDSR Sites has begun
- 🌐 Emergency Push activities are well underway, in coordination with utility providers
- 🌐 Initial Damage Assessment is complete
- 🌐 Public Service Announcements are initiated
- 🌐 Logistical Support requirements have been assessed
- 🌐 Initial Safety Meeting takes place
- 🌐 Time and location of daily productivity meetings is established

Within 48 Hours Post Event

- 🌐 Initial understanding of crew type and quantity has been established with the Town's Point of Contact
- 🌐 Roughly 50 percent of required equipment and manpower are in place
- 🌐 At least one TDSRS is operational, so that load and haul activities can begin
- 🌐 DRC has initiated discussions with final disposal and recycling/composting providers (if applicable)
- 🌐 Mapping of Collection Zones has been finalized in consultation with the Town's Point of Contact
- 🌐 Truck certifying continues
- 🌐 Daily productivity meetings continue between DRC, the Town's Point of Contact, and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

Within 96 Hours Post Event

- 🌐 Full Mobilization is complete
- 🌐 Emergency Push complete (if applicable)
- 🌐 All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- 🌐 Productivity assessments are made based upon existing travel times and TDSRS requirements adjusted
- 🌐 Equipment and personnel needs are reassessed
- 🌐 Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- 🌐 Daily productivity meetings continue between DRC, the Town's Point of Contact, and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

Preliminary Damage Assessments



Within 24 hours of an incident, DRC and local, state, and federal officials will have completed preliminary damage assessments to indicate the scope of losses and recovery needs. Through the debris assessment, DRC will accomplish the following:

- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas

Emergency Road Clearance/Push Operations

In an emergency push operation, debris is “pushed” or cleared from the public roadways in an order of priority established by the Town of Pembroke Park. DRC’s goal in a push operation is to make roadways and intersections as safe as possible by increasing visibility and minimizing traffic obstructions. Push routes are predetermined with the help of the Town, who have a clear understanding of the geography of the community.

Push crews consist of four to five personnel with supervision, chainsaws, and equipment capable of moving heavy material, such as skid steers, front end loaders, etc. This phase of work is usually accomplished within one to five days after the event, depending on the scale of the disaster. For safety reasons, debris is collected only during daylight hours.



Loading and Hauling Operations

Certification of Equipment

DRC will begin the certification of equipment as soon as possible, generally within 12 to 24 hours after a Notice to Proceed is issued. Trucks will be staged at a location where the Town’s third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

Public Relations

In the midst of chaos brought on by a disaster, clear communication about the recovery process helps to restore a sense of safety to communities. Providing the public with guidance regarding the material collection and separation process will also significantly enhance the efficiency of the operation.

To ensure effective communication with the public about debris collection operations and timelines, DRC will coordinate with the Town on creating a communications plan, including disseminating Public Service Announcements (PSAs) and flyers. These PSAs and flyers will be shared on various platforms including Town's websites, local radio and television news outlets, and social media channels. Please see the example flyer below that defines and illustrates material separation for residents:



St. Charles Parish President Matthew Jewell met with Louisiana Gov. John Bel Edwards and state delegates to discuss the impact of the tornado in Killona and Montz in 2022.

PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process

CORRECT WAY

Homeowners and businesses are being asked to separate debris into the following categories:

1 HOUSEHOLD GARBAGE

- ▶ Bagged trash
- ▶ Discarded food
- ▶ Packaging, papers
- ▶ All garbage should be placed outside the night before the scheduled weekly pickup.

2 CONSTRUCTION DEBRIS

- ▶ Building materials
- ▶ Drywall
- ▶ Lumber
- ▶ Carpet
- ▶ Furniture
- ▶ Mattresses
- ▶ Plumbing

3 VEGETATION DEBRIS

- ▶ Tree branches
- ▶ Leaves
- ▶ Logs

4 HOUSEHOLD HAZARDOUS WASTE

- ▶ Oil
- ▶ Batteries
- ▶ Pesticides
- ▶ Paints
- ▶ Cleaning supplies
- ▶ Compressed gas

5 'WHITE' GOODS

- ▶ Refrigerators
- ▶ Washers, dryers
- ▶ Freezers
- ▶ Air conditioners
- ▶ Stoves
- ▶ Water heaters
- ▶ Dishwashers

6 ELECTRONICS

- ▶ Televisions
- ▶ Computers
- ▶ Radios
- ▶ Stereo
- ▶ DVD players
- ▶ Telephones

WRONG WAY

CROSSING THE LINE

▶ Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.

PROPPING UP

▶ Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.

STAFF DESIGNER: LAM SWANSON

HELPFUL HINTS:

- 1 Limit curbside garbage to two 32-gallon containers or eight trash bags
- 2 Share piles with neighbors
- 3 Refrigerator and freezer doors must be secured with duct tape

Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

Field Operations

Within 24 to 48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the Town), DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will generally consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

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All debris removal operators will be given area maps designating assignment/authorized areas or zones of operation as well as transport routes designated and/or approved by the Town. Field supervisors shall ensure that all debris removal operators are licensed and certified to operate the required equipment. As crews complete zones, the areas will be jointly surveyed by DRC and the Town of Pembroke Park and closed out.

Public and Private Property Debris Removal

DRC's Debris Removal Crews will remove all eligible debris from the right-of-way and haul it to a designated TDSRS and/or directly to a final disposal site. At the request of the Town of Pembroke Park, DRC will also demolish structures and/or remove debris from public easements, improved public property, and public properties other than rights-of-way.



Eligible debris is that which has been generated directly by the event or as a result of the event. For debris on private property to be eligible, Private Property Debris Removal must be authorized.

This illustration depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public has been advised through PSAs and a flyer such as the above to place disaster generated debris in the right-of-way (ROW) in separate piles organized by debris type for separate collections.

FEMA may extend public assistance to include private property debris removal when it poses a threat to the public. Under the request and direction of Pembroke Park or its representative, DRC will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety of the Town's residents.

Vegetative Debris



Vegetative debris is defined as tree branches, leaves, logs, timber, and stumps.

DRC's crews can collect vegetative debris using a wide spectrum of equipment. To increase efficiency, DRC will often combine the removal of hazardous trees, including "leaners" (leaning trees) and "hangers" (hanging limbs), with the collection of other vegetative debris.

Once collected, vegetative debris will be transported to a TDSRS for processing. There are two main ways of reducing vegetative debris to conserve valuable landfill space:

- Reduction by **grinding** creates mulch, a valuable resource which can be used in landscaping, by farms as

- compost, or distributed to households for use in gardens; or it can be burned as a fuel source
- Reduction by **burning** provides for the most cost-effective processing, in areas where burning is an option

Hazardous Tree and Limb Removal

A tree is considered hazardous if its condition was caused by the disaster and it poses a risk to public health and safety. If possible, leaner and hanger removal will be performed in advance of load and haul activity so that these trees and limbs can be collected simultaneously with ROW debris. Crews may include climbers with chainsaws, as well as bucket trucks, automated saw trucks, and excavators.



FEMA uses the following criteria to define whether a leaner or hanger is hazardous. These criteria will be used by Pembroke Park's independent monitoring firm to determine the eligibility of each tree to be removed:

- The tree trunk must be six inches in diameter or greater when measured at chest height
- More than 50% of the crown is damaged or destroyed
- The trunk is split or branches broken, exposing the heartwood
- The tree has fallen or been uprooted within a public use area
- The trunk is leaning at an angle greater than 30 degrees
- Hanging limbs must be at least 2 inches in diameter and pose a threat of falling into an improved public area or right-of-way

Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process. The Town's monitor will generally determine the eligibility of stumps for removal. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all the following criteria:

- 50% or more of the root ball is exposed (if less than 50% of the root ball is exposed, it may be flush cut)
- The stump's diameter is greater than 24 inches, as measured 24 inches above the ground
- The stump is located on improved public property or a public right-of-way
- The stump poses an immediate threat to life, public health and safety



Crews will use excavators to extract larger stumps, then load them onto flatbed trailers for transport to the TDSRS or final disposal facility, where they will be ground into mulch. Most often, large stumps must be split prior to grinding, whereas smaller stumps can be ground directly. After removing larger stumps, DRC will fill the hole to ground level.

Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services

Construction and Demolition (C&D) Debris

Construction and Demolition (C&D) Debris consists of building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. C&D Debris is produced most often by floods, tidal surge, and earthquakes.

When collecting C&D Debris, DRC carefully considers local and state restrictions on landfill material acceptance. Using a TDSRS provides an opportunity for reduction by material separation and compaction. Additionally, some building materials may be salvageable for reuse, if local facilities are in place. Transportation directly to the final disposal site does not allow for reduction; however, in some cases it may be more efficient.



A wide variety of equipment can be used to collect C&D Debris, including self-loaders.

White Goods

"White goods" are appliances, including refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.



DRC will collect white goods separately, often using light duty trucks and trailers with a liftgate. We will then transport them to a designated area at a TDSRS or directly to a recycler. Any profits from recycling will be returned to the Town unless otherwise stipulated in the contract.

The public will have been informed by DRC's public relations campaign to remove all contents from refrigerators and freezers prior to collection or to duct tape the doors shut to facilitate safety and ease of collection. Refrigerators and freezers collected with contents shall be staged for content removal and disposal. Freon shall be removed by a certified technician under the guidance of EPA regulations.

Household Hazardous Waste

Household Hazardous Waste (HHW) consists of oils, batteries, pesticides, paint, cleaning supplies, and compressed gas.

HHW is collected separately from other types of debris and securely placed in spill-proof containers for transportation to staging at a TDSRS or direct transport to a qualified recycler or disposal facility. When stored at a TDSRS, the area is generally protected with lining or berms, or both, depending upon the requirements of the state environmental agency. When materials are recycled, the recycler will often collect the items from the TDSRS, pack them appropriately, and transport them to the recycling facility.



Electronic Waste Collection (E-Waste)



E-Waste debris includes televisions, computers, radios, stereos, DVD players, telephones, etc.

DRC will make one or two separate passes to collect e-waste, depending on the severity of the disaster. General laborers, along with a supervisor, will collect the items using light duty trucks and trailers, then transport them either to a specific area of the TDSRS or directly to a recycler.

Tires

Following flood events or tidal surge, debris removal crews often find tires in debris piles on the public ROW. Tires create a special problem for landfill operators, as they tend to rise or float and can ultimately damage the landfill cap. Therefore, DRC's debris removal crews will separate tires from other debris.

Tires can be easily collected using light duty equipment. Ideally, we will transport them directly to the recycler or shredder. Federal and state regulations often require a waste hauler permit to transport tires.

Canal/Waterway Debris Removal



Canal debris removal is most often performed under the oversight of state environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris removal may be land-based or water-based. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work.

Targets can be identified by side-scan sonar or below surface observation. Target removal may span from the water bottom to surface debris, or it may be limited to designated depths.

When appropriate, debris can be collected with grapples mounted on barges of varying sizes or even small boats. Land-based operations consist of removal of targets with long reach excavators equipped with a spoils or dredge bucket.

Temporary Offloading Sites can be used to stage debris prior to transport to a TDSRS for processing or to final disposal. When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal.

Vehicle and Vessel Removal



DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels.

Operating procedures for vehicle and vessel removal projects vary from state to state due to legal requirements. The scope of work is always developed in consultation with the jurisdiction.

To begin a vehicle and/or vessel removal project, DRC will activate one or more aggregation sites for storage, processing, recordation, and access. Arranging the vehicles in a grid pattern allows for easiest access.

For a land-based recovery, DRC will tag and record vehicles and vessels prior to removal. For a water-based recovery, we will locate and record the vessels prior to removal.

At the aggregation site(s), DRC or a properly trained and licensed subcontractor will remove fluids from the vehicles and vessels. DRC will send an initial notification to the vehicle's owner, as determined by VIN information gathered in the field using the State Police database, according to local and state regulations. Additional notifications may be sent using certified mail, if required by law. DRC will also allow private insurance companies to access the vehicles for viewing.



Salvaged vessels and vehicles may be retrieved by either owners or insurance companies. Those that are not retrieved after ample notification will be crushed and recycled. Any proceeds from recycling will be returned to the Town unless otherwise stipulated in the contract.



"DRC's Project Manager arrived in Wilmington the day before the event, so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent."

— David Bundick, Superintendent of Solid Waste, City of Wilmington

Expertise in the Removal of Dead Animals

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

All carcasses should be disposed of as soon as possible. There are several approved methods for the disposal of animal carcasses:

- ☛ **Incineration** at a secure and pre-approved site.
 - ☛ **Deposition** in a contained landfill approved for remains disposal.
 - ☛ **Composting**, with approval, is a sanitary and practical method of carcass disposal.
-
- DRC led the Red Tide Fish Kill cleanup project in Pinellas County in 2018, collecting over **1,800 tons of dead fish** in a three-month span while also cleaning and maintaining **45 miles of coastline**. The **total contract amount was \$6,895,562**.
 - After the severe flooding in the Baton Rouge area in 2016, DRC removed and disposed of dead animals as needed as part of a **\$45,000,000 contract** with the City.
 - For the City of Galveston following Hurricane Ike in 2008, DRC removed and disposed of dead animals as needed as part of a **\$38,007,492 contract** with the City.

Protection of Archaeological Sites and Human Remains

If in the process of debris removal DRC discovers evidence of a possible archaeological site, we will immediately cease work and contact FEMA. A qualified monitor may be required. If human remains are found, DRC will contact local authorities.

Private Property Debris Removal

DRC has extensive experience in removing all kinds of debris from private property after every type of disaster. Upon the request of the Town of Pembroke Park, DRC will remove debris from private properties as directed. Depending on the severity of the event, and with proper documentation in place, FEMA reimbursement may be available.

The FEMA Private Property Debris Removal Program plays a crucial role in facilitating the cleanup and recovery process for individuals and families affected by natural disasters. Here's a breakdown of key aspects of the program:

Eligibility Criteria: The program is designed to assist property owners whose residences or businesses have been damaged or destroyed by a federally declared disaster, providing financial assistance for the removal of debris from their private properties.

Types of Debris Covered: Eligible debris includes vegetative debris and construction and demolition materials resulting directly from the disaster event, such as fallen trees, damaged structures, and household belongings.



Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services

Documentation Requirements: Property owners must submit thorough documentation, including photographs, damage assessments, and estimates for debris removal costs, to support their eligibility for assistance under the program.

Environmental Considerations: Debris removal activities must adhere to environmental regulations and guidelines to minimize ecological impact and ensure safe disposal of hazardous materials, such as asbestos or household chemicals.

Reimbursement Process: Upon completion of debris removal operations, property owners or their contractors submit documentation of incurred expenses to FEMA for reimbursement, subject to verification and approval.

Community Outreach and Education: FEMA conducts outreach and education initiatives to inform property owners about the program, eligibility requirements, and available resources to facilitate their participation and ensure equitable access to assistance.

The FEMA Private Property Debris Removal Program serves as a vital resource for individuals and communities navigating the challenges of post-disaster recovery, offering financial support and logistical assistance to expedite the cleanup process and facilitate the rebuilding of homes and businesses.

Policy Update

Pre-approval from FEMA is not required for the Applicant to begin PPDR work (including on privately owned residential and commercial property); however, for the Applicant to receive PA funding, FEMA must determine that the work is eligible. The Applicant must notify FEMA that PPDR is being conducted and the type of property on which the PPDR is being conducted (e.g., privately-owned residential or commercial property) so FEMA can ensure notifications to the necessary FEMA components and federal partners.

- FEMA Memorandum, dated October 17, 2022

Experience in Private Property Debris Removal

For decades, DRC has provided structural and strategic demolition services on both public and private property in a safe, environmentally responsible manner. DRC's number one priority is to eliminate the immediate threat to public health and safety that damaged and abandoned structures may cause. DRC works closely with federal, state, and local entities to ensure compliance with environmental guidelines.

Demolition is an integral part of any community's recovery from a major disaster, and DRC Emergency Services, LLC has a long and wide-ranging history of successfully managing numerous Right-of-Entry Programs in accordance with FEMA guidelines. Since its inception, DRC has performed private property debris removal following multiple events such as the Marshall Fire, Washington BABB Fire, and Hurricanes Ida, Michael, Laura, Gustav, Katrina, and Ian.

In the aftermath of Hurricanes Katrina and Gustav, DRC was responsible for the demolition of over 2,500 homes throughout the State of Louisiana in Washington, Jefferson, Terrebonne, and Orleans parishes. The FEMA demolition, Selective Salvage demolition and Strategic Demolition projects, which have been in effect since 2007, are responsible for the elimination of over 2,000 blighted properties. DRC also provided demolition services to the City of Lake Charles following devastating hurricanes in 2020 and 2021.

Temporary Debris Staging and Reduction Site (TDSRS) Operations

Permitting and Site Mobilization

Within 24 hours of notice to proceed, DRC will begin mobilization to pre-established TDSRS locations. DRC will determine the number of TDSRS sites based on estimated volumes, travel times, traffic patterns, and materials to be processed. Once operational, a TDSRS should facilitate a minimum of five loads per truck per day.

If applicable, DRC will promptly execute Land Use Agreements with any private landowners. For any sites not already permitted, Kristy Fuentes, DRC's Vice President of Administration and Compliance, will submit a permitting request.



Prior to use, DRC will perform an environmental audit of each site. This audit will involve documenting the site using historical records and data; taking photos and video, possibly using drones; and taking soil samples. Depending on state regulations, other steps may be required, such as creating a Stormwater Pollution Prevention Plan (SWPPP), perimeter silt fencing, or air monitoring.

Site Setup and Maintenance

Access and traffic flow –DRC will establish separate points of ingress and egress to improve traffic flow and operational efficiency. Truck routes will be mapped to avoid driving through residential areas.

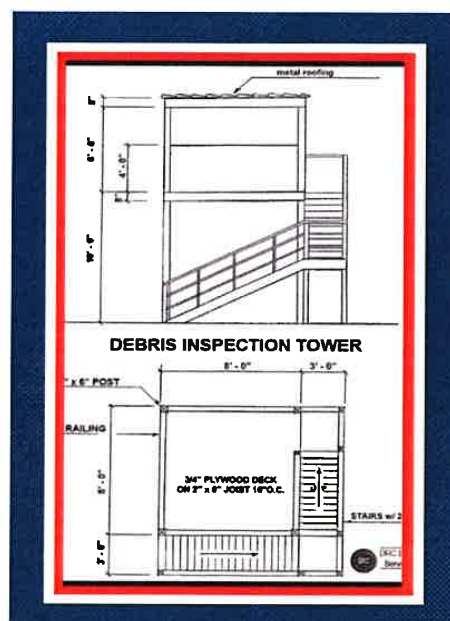
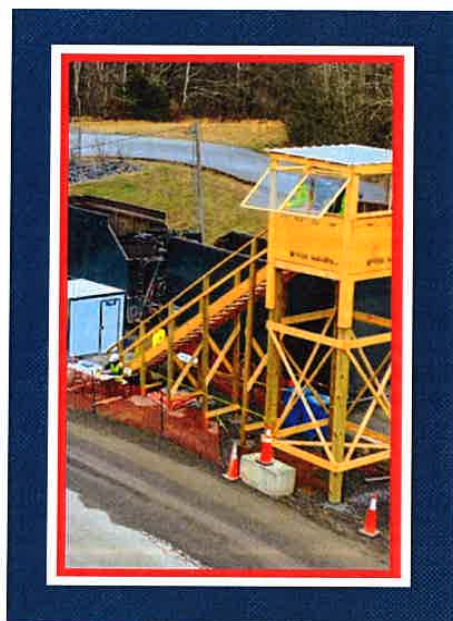
Traffic Control - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.

Inspection Towers – DRC will construct inspection towers to facilitate observation and measurement of debris hauled for storage at debris staging sites. If volume warrants it, each TDSRS will contain two inspection towers: one tower at the point of ingress for use by the monitoring firm, and one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. A single tower may be utilized if ingress and egress points are the same. Sometimes we will use all-terrain man lifts instead of constructed towers.

Typical On-Site Equipment, Supplies, and Manpower Needs

- | | |
|---|-----------------------------------|
| • Signage | • Inspection Tower(s) |
| • Equipment Operators | • Site Manager |
| • Security Personnel | • Traffic Control Personnel |
| • Front-end Loader with Thumb | • Traffic Control Devices |
| • Grinder – Horizontal or Tub | • Bulldozer |
| • Air Curtain | • Excavator |
| • Incinerator or Above Ground Incinerator (if required) | • Sweeper |
| | • Water Truck |
| | • Perimeter Fencing (if required) |

Maintenance and Grading – DRC will perform maintenance and grading of the debris management site throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.



Debris Storage Area

Debris is segregated into five main areas:

Vegetative debris – Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris – C&D debris will be stored separately within an area that will facilitate material separation, compaction or grinding.

Recyclables/Salvage – Recyclable/salvageable materials will be stockpiled in accordance with the site plan.

White goods – White goods will be stockpiled in a contained area in accordance with the site plan, unless they are being transported directly to the recycler.

Household Hazardous Waste (HHW) – HHW will be segregated and stored in an approved containment area protected by lining and/or berms.



Debris Reduction Methods

Grinding and/or Chipping Operations – Grinding or chipping can achieve a 4 to 1 reduction of vegetative debris or greater. The resulting product can be burned for use as fuel or reused as mulch or compost. Grinding or chipping is less often used as a reduction method for C&D material due to its impact on equipment.



Burning – Most common in rural settings, burning is the most efficient reduction method for vegetative debris, as a 95% reduction can be achieved. However, environmental impact and safety must be considered. Air curtain incineration and trench burning mitigate the release of smoke and ash into the air and surrounding areas.



Compaction – Compaction is the best reduction method for construction and demolition debris. When combined with recycling, a 2 to 1 reduction ratio can be achieved.



Final Debris Disposal

For most projects, DRC will work with the Town to determine final disposal location(s) for processed debris during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used, when regulations allow.



Recycling Options

Vegetative Debris – After reduction by grinding or chipping, vegetative debris can serve a multitude of useful purposes. It can serve as a viable fuel source for manufacturing, etc., or used for agricultural purposes. It can be donated to residents for use in flower beds and gardens. It can be used as an alternative daily cover in landfills, when allowed. It can also be used as a roadbed for temporary roads, and it can be thinly spread across acreage to produce dirt.

Aggregates – Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris – Wood, metals, plastics, and sometimes gypsum can be pulled from the waste stream and recycled, if sufficient quantities exist and recycling facilities are available and accessible.

White Goods – White goods are easy to recycle due to abundant processors.

Electronic Waste (E-Waste) – While electronic waste items are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines, etc. contain heavy metals, making disposal a poor option. Shipping to foreign markets is sometimes the best option.



“This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.”

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas

Debris Management Site Closeout



Once operations are complete, DRC will restore all debris management sites. The scope of restoration is determined by post-use site conditions, terms of the land lease, and/or the Town’s directive and mutual understanding when public property is used. Restoration will include final removal of all debris and other managed components as well as all structures and temporary features. Additionally, DRC will perform grading and leveling, removal of temporary roads and fencing, and grassing or seeding as necessary to restore the site to documented pre-use condition. In most cases, both the property owner and the state environmental agency must inspect, release, and approve the final closure of a site.

DRC will use drone footage and still photography to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. We will also conduct environmental sampling that mirrors pre-use sampling. For example, random soil samples, surface samples, and, if necessary, water samples, may be taken and sealed in containers for comparison with pre-use samples. Independent third-party engineers and testing labs may be used. Post-use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants.

Sarasota County, Florida debris management site during and after operations.



COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, and customer-centric service in the industry by upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct, to which all contractors and individuals are expected to adhere.

Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include the following:

- Evaluating internal and external compliance issues or concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance with all applicable rules and regulations
- Serving as a valuable line of communication between the company and its customers
- Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.



Application of Core Values

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to uphold these values in every interaction:

- To our customers we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- To our suppliers and subcontractors, we are fair and professional, honoring our commitments to our business partners.

Compliance Standards and Procedures

DRC aspires to be the “**first in response**” for natural and man-made disasters by being prepared, responsive, and competent, and by demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any shortcuts when it comes to our ethical values and standards of conduct.



Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services

Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** in the provision of **quality services**. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the Town of Pembroke Park in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.

Our mission is to provide the most **dependable, honest, and customer-centric** services in the industry by building lasting relationships with the clients we serve.

We are among the leading disaster management companies in the United States, specializing in providing emergency preparation, disaster response, and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC we're always *striking back* against disaster.

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we serve.

Our goal is to ensure that all projects operate under the safest possible conditions and, as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's safety programs and practices include:

- ☛ Morning project safety toolbox meetings
- ☛ Weekly "better ideas for improvement" meetings
- ☛ Weekly formal safety meetings
- ☛ Constant safety training certifications
- ☛ Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Policies, an Accident Prevention Plan, and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will achieve the following:

- ☛ Safeguard the public and government personnel, as well as property, materials, supplies, and equipment
- ☛ Provide a safe work environment for employees and subcontractors
- ☛ Avoid interruptions to operations and delays involving project completion
- ☛ Increase morale
- ☛ Reduce costs

DRC's staff includes Sam Dancer, Safety Officer, and Jay Gunter, Taylor Jumonville, Andy Allshouse, and Scott Matthews, Maintenance of Traffic (MOT) Specialists who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. Mr. Gunter is MOT certified, and he has

successfully certified more than 2,000 flaggers to meet MOT guidelines for Temporary Traffic Control Flagging Operations in 2021 alone.

A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in the following:

- Online FEMA doctrine
- Safety performance and practice
- Certifications relative to individual disciplines

All personnel records (including those of management, supervisors, foremen, and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignments. All DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

Employee and Subcontractor Training Programs

- Smith System Driver Training
- Hazardous Materials Training
- Demolition Safety
- Asbestos Abatement Training
- Power Line Awareness
- Hazardous Communication
- Lockout/Tagout
- Fire Prevention Training



"Your attention to safety is to be commended."

- Cynthia Halsey,
Environmental Services,
Okaloosa County, Florida

Drug Free Workplace

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an ongoing condition of employment, employees are required to abide by this prohibition and to notify their supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
1. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
2. DRC provides information about drug counseling and treatment.
3. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

DOCUMENTATION AND DATA MANAGEMENT

Invoicing Procedure

DRC's invoicing procedure is as follows:

- 🕒 Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- 🕒 An invoice is created, along with the ticket data backup.
- 🕒 The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the Town of Pembroke Park, if there isn't a Monitoring Firm.
- 🕒 Once the invoice and ticket data have been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- 🕒 Frequency: invoicing is usually performed on a weekly basis.

Data Center

DRC maintains a fully staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The urgent nature of DRC's work requires that the Company remain online and in contact across its network at all times.

Daily Reports

DRC shall submit daily progress and quality control reports to the Town for all activities. Each report will contain, at a minimum, the following information:

- 🕒 Letterhead with DRC name and contact information
- 🕒 Report Date
- 🕒 Location of completed work
- 🕒 Location of work for the next day
- 🕒 Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- 🕒 List of roads that were cleared (Emergency Clearance)
- 🕒 Number of Crews (including number of trucks and loading equipment)
- 🕒 Daily and cumulative totals of debris removed, by category
- 🕒 Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- 🕒 Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- 🕒 Number of hazardous trees and hanging limbs removed
- 🕒 Problems encountered or anticipated and proposed solutions

Daily Reports are co-signed by Pembroke Park's inspector to verify work performed. In addition, the Town will receive an original copy of all load tickets and receives and verifies for co-signature a Daily Reconciliation Sheet listing each load ticket, truck number, crew number, street, truck volume, percent full, credited volume of debris removed, and the total volume removed for the day. This Daily Reconciliation Sheet can become the invoicing document for the contract.

Documentation and Recovery Process

Prior to the beginning of the hurricane season, DRC will meet with representative of Pembroke Park and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phases of debris removal. At all times, DRC will provide the Town with access to all work sites and disposal areas. DRC and the Debris Management Monitor will have personnel in place to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site. The Debris Management Monitor will coordinate data recording and information management processes, including but not limited to the following:

- 🔊 Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- 🔊 Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- 🔊 Provide daily, weekly, or other periodic reports for Pembroke Park's managers and DRC, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- 🔊 Create recovery process documentation plan
- 🔊 Maintain documentation of recovery process
- 🔊 Provide written and oral status reports as requested to the Town and the Debris Management Monitor
- 🔊 Review documentation for accuracy
- 🔊 Assist in preparation of claim documentation

DRC understands that complete and accurate records are required for the receipt of federal funds. We will provide the Debris Management Monitor with all requested information that is necessary for proper documentation. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address likely concerns of the reimbursement agencies.



COMMUNICATION AND IN-FIELD TECHNOLOGY

Communication Technology

Real-time communication is used to facilitate the field team's access to project resources and allow reporting by the field teams to program management. Radios/cell phones are used to initiate mobilization, support communication between the off-site and on-site personnel before utilities are established, and provide a means of ongoing communication with the site management team. Cellular technology has been fortified and reinforced over the past decade, and recent events have proven that even if cellular telephone capability is impacted, text messaging is almost always available due to the minimal bandwidth required. Should this technology fail, DRC has satellite radios, which can be deployed in a matter of hours.

In-Field Technology

Project Manager's Toolbox

In the field, Project Managers utilize iPads to access DRC's Project Manager's Toolbox, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s).

The tool applies to all aspects of project management, including the following:

1. Real-time damage and complaint reporting and resolution
2. DMS reporting and site close out documentation
3. Operations planning and daily reporting for client, monitor, and office
4. Zone assignments and progress tracking
5. Push Crew Tracking complete with time-stamped, geotagged photo backup

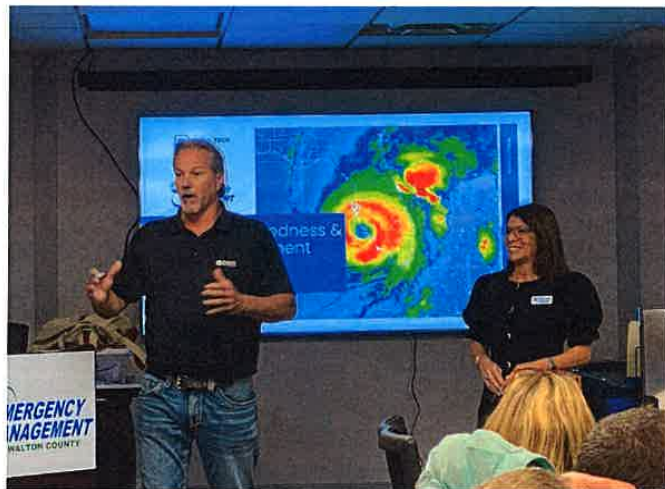
The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

Mapline

DRC utilizes innovative digital mapping technology to create custom maps specific to each project and jurisdiction. Maps may include any or all of the following:

- Equipment Staging Areas
- Collection Grids
- Landfills and DMS Locations
- Milage Radius for Tiered Hauling Distances

Mapline is utilized to optimize routing and send precise coordinates to operators in the field. Maps are updated in real time and are readily accessible in the field through phones and iPads.



CLIENT INTERACTION PROGRAM

At DRC we take very seriously the faith placed in our team upon selection by the Town of Pembroke Park as the Disaster Debris Management Provider. Having been the primary provider of services on some of the largest and most destructive events to ever impact our country, we appreciate and recognize the amount of information and interaction necessary for us to be completely prepared to provide the most effective debris removal program for Pembroke Park.

It is for this reason that the DRC Management and Operations Team spends as much time as is necessary working with local government leaders in times of non-event to gain that essential, in-depth understanding of local issues, priorities, concerns, and objectives, to provide a level of responsiveness that is unmatched in the industry. DRC's Regional Manager will meet regularly with the Town to discuss items such as Disaster Debris Management Site viability, priority roadways, critical access, and infrastructure concerns.

In any post-event scenario, participation by select Pembroke Park staff is critical. The Town's employees, generally from Public Works or Solid Waste, provide direction and support pertaining to project approach, prioritization of push and collection routes, critical roadways and facilities, and physical nuances DRC might otherwise not know. DRC will begin to develop relationships with those responsible within the local government immediately upon contract award to establish and gain a deep understanding of the unique needs, concerns, and priorities of the Town of Pembroke Park.

At no cost to the Town, DRC will provide an annual "Pre-Season Debris Response & Readiness Workshop" whereby members of the Town's Debris Team, Public Works, and Finance & Administration can be updated on policy and guidance changes, roles and responsibilities of your debris management provider, and overall disaster debris educational training. These annual workshops have been immensely successful throughout the country, allowing the DRC team to interact with clients, share important information, and refresh local points of contact in the months leading up to hurricane season.

During times of post-event activation, DRC will engage the State staff and seek input continually, by way of daily meetings with all project participants, field interaction, and comprehensive daily reporting. This consistent interaction has successfully proven on past activations to keep critical lines of communication in place, provide complete transparency into the daily process, progress, challenges, and accomplishments, and provide early answers to the public and local government officials.

DRC firmly believes in serving clients year-round and not just at the time of an event or activation. Whether we are needed to respond to a minor contract activation or a large-scale catastrophic event, DRC believes that adequate planning and preparation are key to a successful and fully reimbursable debris removal program.

Relationship between DRC and the Debris Management Monitor

Building a positive working relationship between DRC and the debris management monitoring firm is crucial to the success of any project. For more than 20 years, DRC has worked with third party debris monitoring firms to achieve success in projects of all sizes. We have worked with most major debris management monitoring firms in the United States. Thus, it is very rare that DRC begins a debris project without already being familiar with the firm and their personnel.

As such, DRC has worked with the systems and software of all the major third-party monitoring firms. From manual ticketing to the more technical electronic tracking and ticketing systems, DRC has experience with every iteration existing today. DRC's understanding of the key elements of 44 CFR and FEMA 325 also enables DRC to operate congruently with the monitoring firm. DRC's team is prepared to work effectively with the County's chosen monitor.

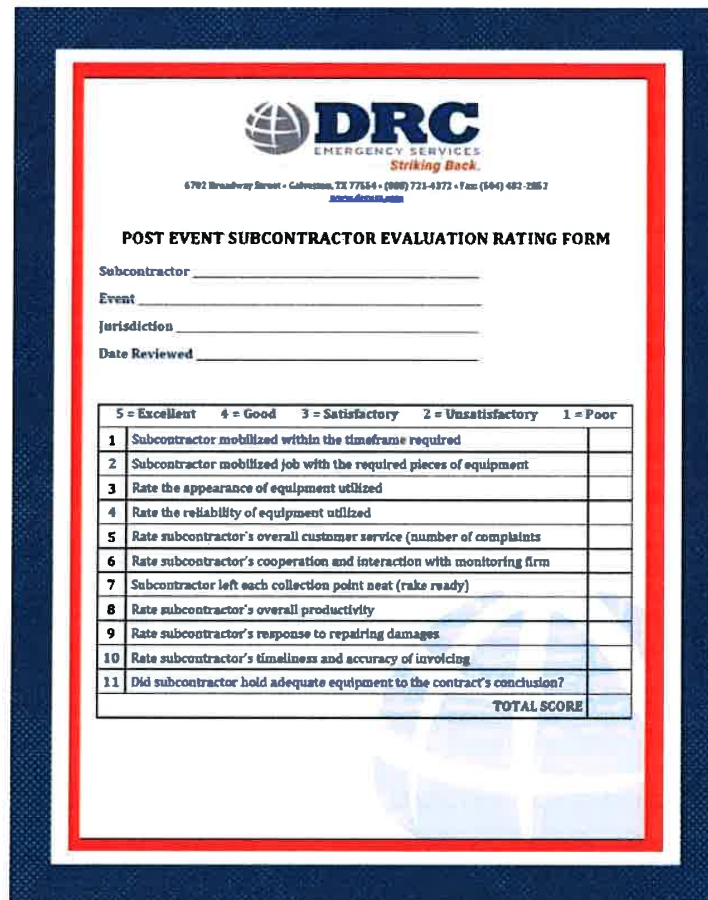
Post Event Evaluations

Hot Wash Meetings

DRC holds a Hot Wash with each jurisdiction post event. A Hot Wash is an after-action evaluation that occurs between DRC and the client. This post activation meeting serves as a forum for the client to discuss the project as a whole, the processes that were implemented, and any potential improvements. Additionally, DRC has an internal meeting to discuss development strategies and innovative concepts for future activations.

Subcontractor Evaluation

DRC has a large network of subcontractors and maintains long-standing relationships with trained and exclusively committed key subcontractors. Additionally, DRC strongly believes the use of local resources is vitally important to a successful disaster recovery operation. For decades, DRC has been building relationships with subcontractors across the nation. DRC utilizes a 55-point Post Event Subcontractor Evaluation Form to aid in building our reliable network of subcontractors.



DRC
EMERGENCY SERVICES
Striking Back.

6702 Broadway Street • Galveston, TX 77554 • (800) 721-4371 • Fax (409) 482-2857
www.drcdisaster.com

POST EVENT SUBCONTRACTOR EVALUATION RATING FORM

Subcontractor _____

Event _____

Jurisdiction _____

Date Reviewed _____

	5 = Excellent	4 = Good	3 = Satisfactory	2 = Unsatisfactory	1 = Poor
1 Subcontractor mobilized within the timeframe required					
2 Subcontractor mobilized job with the required pieces of equipment					
3 Rate the appearance of equipment utilized					
4 Rate the reliability of equipment utilized					
5 Rate subcontractor's overall customer service (number of complaints)					
6 Rate subcontractor's cooperation and interaction with monitoring firm					
7 Subcontractor left each collection point neat (rake ready)					
8 Rate subcontractor's overall productivity					
9 Rate subcontractor's response to repairing damages					
10 Rate subcontractor's timeliness and accuracy of invoicing					
11 Did subcontractor hold adequate equipment to the contract's conclusion?					
TOTAL SCORE					

SUSTAINABILITY

DRC is committed to the protection and restoration of communities and ecosystems affected by disasters. Although many of the events we respond to are caused by the forces of nature, these events often result in widespread environmental impacts. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with the caution and sensitivity that define DRC's work.

The removal of debris and waste materials, the restoration of damaged and compromised natural and constructed habitats, and in some cases the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work and its byproducts have minimal to no environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposal of all the materials that we remove.

Protecting Wildlife in Environmentally Sensitive Areas

DRC has a long history of successfully protecting wildlife and ecology in environmentally sensitive areas.

- In 2023, DRC removed sargassum from Sarasota beaches while coordinating with turtle surveyors and the Florida Department of Environmental Protection to implement proper procedures and ensure the protection of turtle nests.
- In 2021, DRC implemented measures to protect the local manatee population while performing marine debris removal, submerged vehicles removal, and the removal, screening, and placement of sand in Jefferson Parish, Louisiana. During this project, DRC mobilized 138 trucks on a single day.
- In 2008, DRC was activated in 23 Texas jurisdictions in the response to Hurricane Ike. Before commencing our debris removal operation in the ecologically sensitive coastal areas of Galveston Island, DRC staff received specialized training on how to protect the Kemp's Ridley Sea Turtle.

Pinellas County Red Tide

In 2018, DRC was activated in Pinellas County, Florida to remove and dispose of dead fish resulting from a one-million-acre red tide bloom in the Gulf of Mexico. A red tide bloom is caused by algae that produce toxins that kill aquatic life, make the surrounding air difficult to breathe, and often turn the water red. **DRC efficiently removed over 3.6 million pounds of dead fish in a three-month span**, using a variety of equipment. Shrimp boats were used to scoop up the dead fish offshore before they hit the beaches and inland waterways. For the fish that made it to shore, as well as into the canals, we implemented skimmer boats and beach rakes. DRC successfully cleaned and maintained **45 miles of coastline**, keeping the beaches suitable for visitors. With the assistance of the United States Coast Guard, we were able to monitor the red tide plume's movement by helicopter, coordinating with the Florida Wildlife Commission as to the migration and effect of the algae. DRC and our partners on this project were awarded the **2018 Environmental Project of the Year** by the West Coast Branch of the American Public Works Association.



BP Deepwater Horizon Oil Spill



DRC successfully performed in several contracts directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. DRC conceived, executed, supervised, and funded a **150-mile Gulf of Mexico shoreline protection system** in response to the oil spill. We relied on our depth of knowledge of debris handling in ecologically sensitive environments to guide the placement, management, and removal of oil containment boom. **DRC staff had a personal interest in protecting the Gulf Coast as they were among the affected residents.**

During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

DRC was tasked with designing coastal protective systems and unique collection programs along more than one hundred miles of estuaries in southwest Louisiana. The programs involved intensive employee training relative to the identification and protection of wildlife nesting and reproduction areas. DRC also played a role in setting up wildlife recovery and cleaning stations in Plaquemines Parish, Louisiana, where employees volunteered to help conduct rehabilitation and release programs.

Recycling

DRC has a wealth of experience performing landfill avoidance projects.

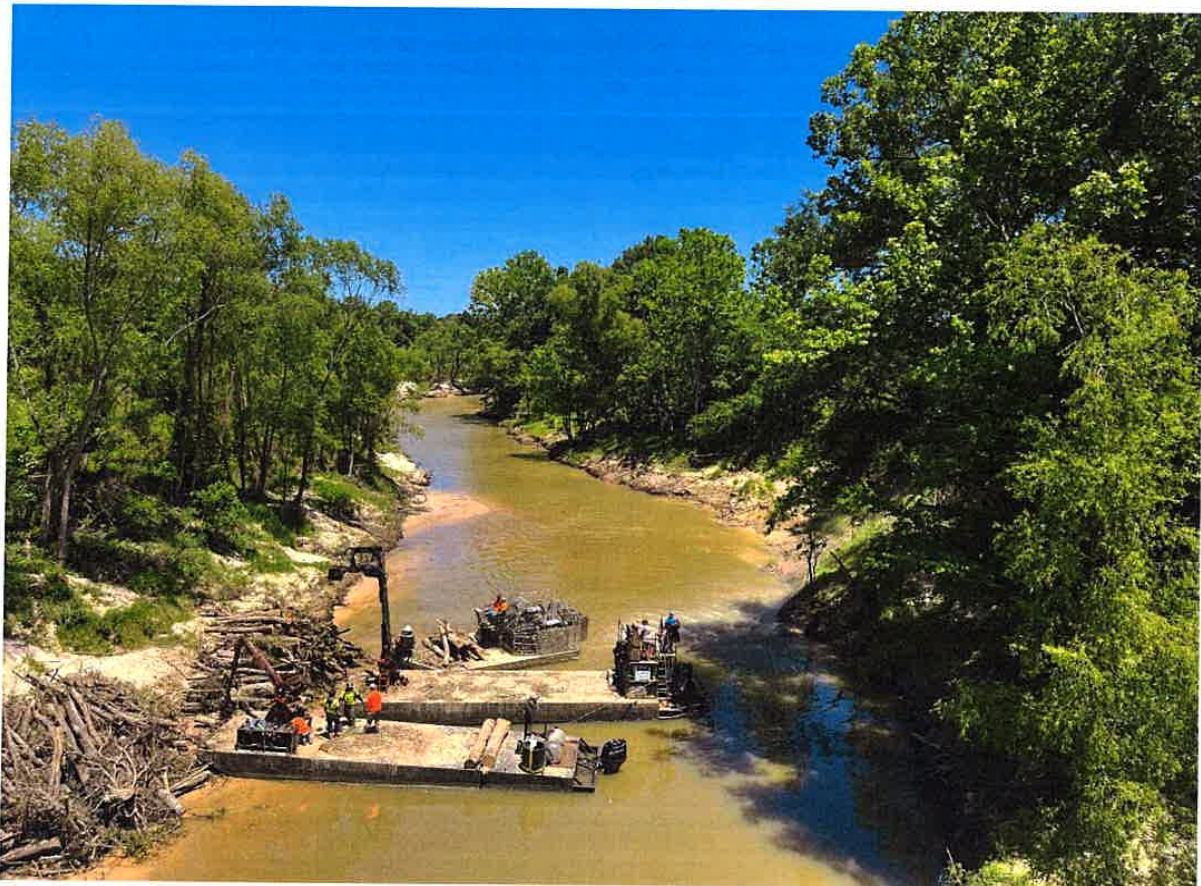
- Following Hurricane Ian in 2022, DRC was activated in 19 jurisdictions, managed 21 DMS sites, and removed and disposed of over 4.9 million cubic yards of debris in Sarasota County, Florida, and surrounding municipalities. DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected.
- In our response to Hurricane Ike in Houston in 2008, DRC recycled 100% of the more than five million cubic yards of vegetative debris we collected through a joint program with Republic Services. The material was used as alternative daily cover in landfills; as roadbed for temporary roads; as compost; and was given to citizens for use in landscaping. The same year in Galveston, DRC separated materials such as reusable wood, glass, metals, and drywall to achieve a high percentage of material reuse.
- DRC is pleased to have a formal partnership with Agromin, California's largest organics recycler. Agromin was voted Composter of the Year by the US Composting Council. All of the vegetative debris collected by DRC from California clients



is composted and 100% recycled by Agromin. These materials are turned into rich soil to nourish agricultural land as well as for use by residents, municipalities, and landscapers throughout the state.

Insurance

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of Temporary Debris Staging and Reduction Sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for Pembroke Park that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certificate.



RECOVER



- Demolition
- Man Camp Services
- Post Disaster Temporary Housing
- Marine Services



Once the initial response phase is over, full recovery from a major disaster can still be a big job. Affected communities may require many additional services to be restored to pre-event wholeness.



Under the joint ownership of the Sullivan Brothers Family of Companies, DRC Emergency Services, SLS, Forgen, and Callan Marine comprise a core of companies that excel at providing a turnkey approach to total disaster management. We stand alone in the industry as the only company that can provide the full range of disaster response and recovery services.





Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services



DRC's sister Company, SLS, is a prominent provider of post-disaster temporary housing. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed housing solutions for a wide range of post disaster applications.

SLS pioneered the current FEMA Sheltering and Temporary Essential Power (STEP) program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair," and a similar program in Baton Rouge was called "Shelter at Home." These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected residents. Additionally, the cost of the typical STEP program is approximately 20% of the cost of placing a displaced family into a trailer or similar structure.

SLS is composed of four major divisions: RESPONSE, HEALTH, FEDERAL SERVICES, and HOUSING. Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities.

We perform a multitude of large-scale assignments for federal, state, regional, county and municipal entities — *with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters.* Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.





Tab 5: Approach and Method

RFP 2024-03 Disaster Debris Removal and Disposal Services



At Forgen, we leave the planet better than we found it. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.

Forgen's core service lines include Geotechnical and Civil Construction, Disaster Mitigation and Recovery, Flood Control and Ecosystem Restoration, and Environmental Remediation.



Forgen-DRC Joint Venture

Forgen and DRC formed a joint venture to strengthen our ability to support emergency response efforts for wildfire and hurricane disasters nationwide. The joint venture combines Forgen's wildfire response and debris removal in the western US with DRC's emergency response and vehicle and tree removal expertise supporting hurricane disaster management and recovery efforts in the Gulf Coast. Forgen and DRC are part of a multi-billion-dollar Sullivan Family of Companies with over \$2.2B in USACE design-build experience in the past five years.

Together, Forgen and DRC cleared 168 properties after the 2021-2022 Marshall Fire in Boulder County, Colorado. We removed 40,590 tons of concrete; 41,333 tons of ash, soil, and debris; 805 tons of metal; and 880 tons of vegetative debris. After the Southern Branch wildfires in California in 2020, Forgen and DRC worked in tandem to remove debris from over 600 properties. We removed 40,000 tons of ash and debris and 16,000 tons of potentially impacted soil. We also removed and recycled 32,000 tons of concrete, 4,400 tons of metal, and 11,800 hazardous trees.



DRC's sister Company, Callan Marine, is a highly specialized construction firm capable of providing design, engineering, management and construction services, such as the following:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements



For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

As the leading marine construction service provider on the Gulf Coast, Callan Marine has dredged thousands of miles of waterways in the region to keep our customers productive.



EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

Local Teaming Partners, Vendors, and Subcontractors

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- 📞 Outreach programs
- 📞 Government databases
- 📞 Website applications
- 📞 Client and vendor referrals
- 📞 SBE compliance departments
- 📞 Direct mail outreach

DRC maintains **one of the industry's largest networks of pre-screened and fully qualified subcontractors**, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

More than 1,200 Small Business Enterprises (SBE) are included in DRC's network of over 2,000 subcontractors. Many are also designated as Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Disadvantaged Business (SDB), HUB Zone Business, 8(a) Business Development Program, and/or Veteran-Owned Small Business (VOSB), including Service-Disabled Veteran-Owned Small Business (SDVOSB) contractors.

This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. Interested businesses may apply to be added to DRC's subcontractor list at any time by filling out the application form on our website, drcusa.com, or by calling (888) 721-4DRC.

Outreach and Training

The use of local resources is vitally important to a successful disaster recovery operation. We pride ourselves in facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Upon receipt of Notice of Award, DRC will schedule an informational and technical assistance workshop for potential vendors and businesses. The workshop will provide all interested local businesses with information about the overall scope of work and opportunities for contracting and partnership with DRC. Our highly qualified and experienced staff will also provide hands-on technical assistance and training in all relevant aspects of the debris removal and management process, so that local subcontractors are ready to partner with DRC in providing superior services to the Town of Pembroke Park.

The Regional Manager will recruit local subcontractors and small and diverse business enterprises by utilizing DRC's subcontractor database, as well as the following resources:





Tab 6: MBE Participation

RFP 2024-03 Disaster Debris Removal and Disposal Services

- Government databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach

Standards and Oversight

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained, and all personnel certifications and safety courses will be on file and renewed or updated as needed.

Affirmative action/Equal Opportunity Policy

DRC is an equal opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for employees with disabilities. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe workforce diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



Tab 7: Town Documents

RFP 2024-03 Disaster Debris Removal and Disposal Services

Please see the attached Required Proposal Documents

- 🌐 Vendor Information
- 🌐 Copy of Current Business License
- 🌐 Copies of Professional Licenses and Certifications
- 🌐 Completed W-9
- 🌐 Proposer's Certification and Non-Collusion Affidavit
- 🌐 Reference Form
- 🌐 Addenda Acknowledgement

INFORMATION FORM
DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

1. Legal Business Name DRC Emergency Services, LLC
2. Street Address 111 Veterans Blvd. Suite 401
3. City, State & Zip Metairie, LA 70005
4. Type of Business: Limited Liability Company State of Registration: Alabama
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: Kristy Fuentes, Vice President, Secretary, and Treasurer
6. Primary Contact Kristy Fuentes
7. Phone (888) 721-4372 Fax (504) 482-2852
8. E-mail kfuentes@drcusa.com
9. Company Website www.drcusa.com
10. Has your company ever been debarred from doing business with any federal, state, or local agency?
Yes _____ No X If Yes, please state the agency name, dates, and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number M05000003946
FEI/EIN Number 63-1283729
Date Filed 07/18/2005
State AL
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 09/29/2015
Event Effective Date NONE

Principal Address

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

Mailing Address

111 Veterans Memorial Blvd
Suite 401
METAIRIE, LA 70005

Changed: 04/23/2024

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

Authorized Person(s) Detail

Name & Address

Title Manager, VP

Sullivan, William
6702 BROADWAY STREET
Galveston, TX 77554

Title VP, Secretary, Treasurer

Fuentes, Kristy
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, President

Sullivan, John R.
6702 BROADWAY STREET
Galveston, TX 77554

Title Manager, VP

Sullivan, Todd
6702 BROADWAY STREET
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	04/20/2023
2024	04/23/2024

Document Images

04/23/2024 – ANNUAL REPORT	View image in PDF format
04/20/2023 – ANNUAL REPORT	View image in PDF format
06/10/2022 – AMENDED ANNUAL REPORT	View image in PDF format
04/28/2022 – ANNUAL REPORT	View image in PDF format
04/27/2021 – ANNUAL REPORT	View image in PDF format
04/09/2020 – ANNUAL REPORT	View image in PDF format
04/16/2019 – ANNUAL REPORT	View image in PDF format
04/18/2018 – ANNUAL REPORT	View image in PDF format
04/14/2017 – ANNUAL REPORT	View image in PDF format
04/28/2016 – AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 – ANNUAL REPORT	View image in PDF format
04/29/2015 – ANNUAL REPORT	View image in PDF format
12/03/2014 – LC Amendment	View image in PDF format

06/10/2014 – AMENDED ANNUAL REPORT	View image in PDF format
01/13/2014 – ANNUAL REPORT	View image in PDF format
10/29/2013 – Reg. Agent Change	View image in PDF format
01/21/2013 – ANNUAL REPORT	View image in PDF format
04/11/2012 – ANNUAL REPORT	View image in PDF format
03/15/2011 – ANNUAL REPORT	View image in PDF format
10/15/2010 – REINSTATEMENT	View image in PDF format
03/27/2009 – ANNUAL REPORT	View image in PDF format
03/13/2008 – ANNUAL REPORT	View image in PDF format
04/02/2007 – ANNUAL REPORT	View image in PDF format
08/03/2006 – ANNUAL REPORT	View image in PDF format
03/16/2006 – ANNUAL REPORT	View image in PDF format
07/18/2005 – Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE

DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	DRC Emergency Services, LLC.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
5 Address (number, street, and apt. or suite no.). See instructions. 6702 Broadway Street	Requester's name and address (optional) Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023		
6 City, state, and ZIP code Galveston, Texas 77554			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

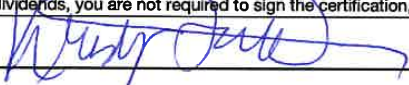
Social security number									
			-						
or									
Employer identification number									
6	3	-	1	2	8	3	7	2	9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 9/30/24
------------------	--	---------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a). J—

A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



**Disaster Debris Removal and Disposal Services
CERTIFICATION AND STATEMENT OF NON-COLLUSION**

I Kristy Fuentes certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: DRC Emergency Services, LLC

Authorized Representative (Signature)

9/30/24

Date

Kristy Fuentes, Vice President, Secretary, and Treasurer

Authorized Representative/Title
(Print or Type)



Disaster Debris Removal and Disposal Services REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1. Company: Town of Longboat Key, Florida

Street Address: 600 General Harris Street

City, State & Zip: Longboat Key, FL 34228

Contact Person Name: Mark Richardson

Title: Streets, Facilities, Parks & Recreations Manager

Phone: (941) 361-6411 Ext. 2212

Email: mrichardson@longboatkey.org

Describe Scope of Work and dates of project/service: Debris Removal Services - Hurricane Ian, October 2022 to November 2022. DRC collected a total of 23,983.60 cubic yards of debris worth \$334,105.91.

2. Company: City of Bradenton, Florida

Street Address: 1411 9th Street

City, State & Zip: W Bradenton, FL 34205

Contact Person Name: Craig Keys

Title: Public Works Section Manager

Phone: (941) 708-6300 Ext. 237

Email: craig.keys@bradentonfl.gov

Describe Scope of Work and dates of project/service: Debris Clearance and Removal Services - Hurricane Ian, October to November 2022. DRC collected a total of 21,803.41 cubic yards of debris worth \$302,085.74.

3. Company: Sarasota County, Florida

Street Address: 4000 Knight Trail Road

City, State & Zip: Nokomis, FL 34275

Contact Person Name: Lois Rose

Title: Manager

Phone: (941) 544-2817

Email: lerose@scgov.net

Describe Scope of Work and dates of project/service: Disaster Debris Collection, Reduction, and Disposal - Hurricane Ian, September 2022 to February 2023. 1,965,910.90 cy.,

\$ 20,962,892.48



Disaster Debris Removal and Disposal Services REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

4. Company: City of Hollywood, Florida

Street Address: 1600 S. Park Road

City, State & Zip: Hollywood, FL 33020

Contact Person Name: Joshua Collazo

Title: Assistant Public Works Director

Phone: (954) 967-4526

Email: jcollazo@hollywoodfl.org

Describe Scope of Work and dates of project/service: Hurricane Nicole - Hourly Work, November 2022. The value of the hourly work DRC performed was \$14,953.75.

5. Company: City of Baker, Louisiana

Street Address: 3325 Groom Road

City, State & Zip: Baker, LA 70714

Contact Person Name: Darnell Waites

Title: Mayor

Phone: (225) 778-0300

Email: dwaites@cityofbakerla.com

Describe Scope of Work and dates of project/service: Disaster Debris Removal Services - Hurricane Ida DR-4611, September to November 2021. DRC collected a total of 10,951.00 cubic yards of debris worth \$135,403.20.

6. Company: City of Maitland, Florida

Street Address: 1776 Independence Lane

City, State & Zip: Maitland, FL 32751

Contact Person Name: Kim Tracy

Title: Public Works Director

Phone: (407) 539-6216

Email: ktracey@itsmymaitland.com

Describe Scope of Work and dates of project/service: Emergency Debris Hauling and Disposal - Hurricane Ian, Sept. to Nov. 2022. 15,855.50 cy., \$141,151.33



**DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1 (Q and A) 9/23

Addendum No. _____

Addendum No. _____

Addendum No. _____

Kristy Fuentes
Authorized Representative (Signature)

9/30/24
Date

Kristy Fuentes - Vice President, Treasurer, Secretary
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024,
by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

AFTERMATH DISASTER RECOVERY, INC., a Texas corporation, with a principal address of 1095 Willy Vester, Van Alstyne, Texas 75495, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Disaster Debris Removal and Disposal Services
RFP No. 24-03

1.2 On the _____, 2024, the Town Commission agreed to award the Contractor a contract for the disaster debris removal and disposal services in the best interests of the Town; and

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1.4 Negotiations pertaining to the services to be performed by the Contractor were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-03, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against

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any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 **SCRUTINIZED COMPANIES.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A" and the prices as set forth in Exhibit "B".

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to Contractor at:

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

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ARTICLE 6
INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Contractor, by any person or organization directly or indirectly employed by Contractor to perform or furnish any of the work, or by anyone for whose acts Contractor may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Contractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 7
INSURANCE

Contractor shall comply with all insurance requirements set forth in Appendix B of Exhibit "A."

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor's services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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ARTICLE 9

VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10

PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

10.1.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
9150 SW 52nd Avenue**

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**Pembroke Park, FL 33023
(954) 966-4600
townclerk@tppl.gov**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

11.2 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.327 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.3.1 Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.
- (4) Contractor 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 Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.3.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.3.3 Copeland “Anti-Kickback” Act: Contractor shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor 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. TOWN must report all suspected or reported violations to the Federal awarding agency.

11.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and

any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

11.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient.”

11.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.3.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.3.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.3.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.3.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.3.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.3.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

11.3.17. (a) The Contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3.18 (a) Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in [section 889 of Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) 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;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ARTICLE 12

MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor’s work product for its intended purposes.

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries

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in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and Town designate the following as the respective places for giving of notice:

For Town:	Chandler Williamson Interim Town Manager Town of Pembroke Park 3150 S.W. 52 nd Avenue Pembroke Park, FL 33023 cwilliamson@tppfl.gov
Copy to:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor	_____ _____ _____

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12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Employment Verification.** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a contractor or consultant.

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2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

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APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

AFTERMATH DISASTER RECOVERY,
INC., a Texas corporation

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2024, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2024.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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Response to:

RFP # 24-03

Disaster Debris Removal and Disposal Services

October 2, 2024 @ 3:00 PM

COPY

Prepared for:
The Town of Pembroke Park, Florida

Prepared by:
Aftermath Disaster Recovery



October 2, 2024

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
ATTN: Town Clerk, Marlen D. Martell

Re: RFP #24-03 – Disaster Debris Removal and Disposal Services

Dear Town Manager and Selection Committee,

Aftermath Disaster Recovery is small enough to offer dedicated service to our clients, and large enough to execute complex projects. In response to the Town of Pembroke Park's RFP #24-03 – Disaster Debris Removal and Disposal Services, we are pleased to offer our services. Our specialty is removing debris in a quick and orderly manner, and our values dictate that we execute our work with excellence. We are committed to performing and completing the services the Town of Pembroke Park requests in a professional and timely manner.

For over a decade, Aftermath has helped communities cleanup from events both large and small. We recognize that no two events are the same, and that's why we focus on each community's specific needs. When an event occurs, Aftermath will work with the Town of Pembroke Park to develop a clean-up approach that addresses the areas most important to your community. Our nimble team allows for flexibility in our process that can be easily tailored based on your specific needs following a disaster.

Aftermath Disaster Recovery, Inc. was formed in Texas in 2013, but our principals have been working in the disaster recovery industry since 2004. Aftermath is a certified HUB contractor in the State of Texas and a certified specialty marine contractor in the State of Florida. We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.

Our leadership draws on over a combined 50 years of experience working every major natural disaster since Hurricane Charlie. The ownership of Aftermath includes the husband-and-wife team of Obie and Melanie Corley, who have a strong working relationship with each of our clients. We listen to your needs and apply our expertise to help you accomplish each of your priorities.

We understand the importance the Town is placing on our past experience and FEMA capabilities. We have the knowledge, expertise, and diligence to exceed your expectations.

We have a substantial inventory of owned equipment and an employee-based labor force to tackle projects of any size with a quick response capability. From land-based loader trucks and skid-steers to shallow draft loader barges and environmentally low-impact marsh buggies, we work to restore our communities on the land and on the water while preserving our environment. Our work force is adept at clearing debris in sensitive areas such as neighborhoods, in business areas, such as Pembroke Park's warehouse district, and our specialized equipment has enabled us to clear thousands of miles of waterways, similar to your beautiful lakes, with great care.

Because we perform the majority of our own work rather than subcontracting our work, we are experts in disaster debris removal, accurately gauging the amount of time and effort a project will

require, and effectively planning and executing the most efficient approach to the job. We also yield the highest quality results because we run our own crews, and we take pride in the quality of our work. In addition, we search for and utilize local subcontractors where possible, as locals would be invested in quickly and effectively restoring the community after a disaster.

We want to ensure all clients benefit from our personalized attention, so we take a strategic approach to all of our contracts. This means that if awarded this Pre-Event contract with the Town of Pembroke Park, we will not pursue other contracts with nearby communities because we want to be able to quickly support you when an event occurs. We view all of our clients as true partners who depend on us when disaster strikes, and by being selective with our relationships, we guarantee that you will never feel like another number on somebody's client list.

In selecting Aftermath Disaster Recovery for this contract, the Town of Pembroke Park receives a partner dedicated to serving you and your community. Owners Melanie Corley and her partner Obie Corley are closely involved in every project because we understand the complexity and difficulty of recovering from an event. We employ best practices for emergency debris removal and then we tailor each project to its specific needs. We would be honored to use the skill and experience we have gained over the years to serve the Town of Pembroke Park.

Sincerely,



Adam Gonzalez
Director of Business Operations

Aftermath Disaster Recovery, Inc.

1826 Honeysuckle Ln
Prosper, TX 75078

Adam@AftermathDisaster.com

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Tab 1: Executive Summary



Executive Summary

For nearly every community hit by a disastrous event, the one scenario leaders want to avoid is chaos. After a disastrous event, it is critical that your community begins to recover as soon as possible. Aftermath Disaster Recovery, Inc. (“Aftermath”), is ready to jump in and serve the Town of Pembroke Park in accomplishing your priorities. We understand and appreciate the Town of Pembroke Park’s emphasis on pre-planning training, the importance of a timely response and quick recovery for any scenario, and the need for FEMA proficiency. Aftermath is well-prepared to cover all aspects of the scope of work laid out in RFP #24-03.

The Aftermath Approach

Aftermath’s approach to supporting the Town of Pembroke Park stands out in three main areas: 1) personal attention 2) our policy of having a pre-planning meeting within 60 days of an award and 3) our company-owned equipment and employee-based labor force.

- 1. Personal Attention.** We are a family-owned business, and have served communities like yours since our incorporation in Texas, July of 2013. Our commitment is to understanding your needs and priorities as you serve your community in its recovery efforts. Our top leadership, with experience cleaning up after every major disaster since 2004, is on-call 24/7. To demonstrate our commitment to your community, we do not seek other pre-events within 100 miles of a primary position contract.
- 2. Meeting within 60 Days of an Award to Establish a Written Plan.** Building relationships with our clients ensures a successful recovery. Our pre-planning meeting serves multiple objectives: to understand your community’s needs, determine a central location for our mobile operations center, establish adequate staging areas, identify potential TDSRS sites, create a mapping plan, estimate asset needs for different levels and types of disaster, and prepare processes to ensure maximum FEMA reimbursement. Our pre-planning meeting guarantees that there are no delays in getting the Town of Pembroke Park on the road to recovery.
- 3. Aftermath’s Company-Owned Equipment and Labor Force.** Aftermath maintains a large inventory of owned equipment that is ready-to-use the minute an event occurs. This equipment includes our land-based self-loading trucks that have a 160+ CY capacity and skid steers for each truck. These large capacity trucks with trailers can remove debris faster and with more efficiency than smaller units, ensuring the Town of Pembroke Park receives the fastest debris removal process possible. In addition to this equipment, our team of experienced employees are trained on our quality-focused approach, and because they are full-time employees, they are adept at debris removal operations, which allows for quick-response capability to support the Town of Pembroke Park.



1,000,000+ Cubic Yards of Debris Removed with Aftermath's own labor force

100% Contracts finished at or below budget and on schedule

Why Aftermath for the Town of Pembroke Park

In addition to our approach, Pembroke Park will benefit from choosing Aftermath due to:

- **Rapid Response.** Because the Town would hold a pre-event contract, our owned assets would be dedicated to your service. This means that at least ten 160+ CY trucks and trailers could be immediately mobilized in less than twenty-four hours.
- **Reliable Expertise.** From the owners to our staff on the ground, our hands-on approach ensures that the Town always has an expert who can provide you personalized attention and industry expertise.
- **Proven History.** Since its founding, Aftermath has worked on projects large and small. Our results speak for themselves: to date, we have removed over 1,000,000 cubic yards of debris entirely with our own labor force (not subcontractors).
- **Demonstrated Performance.** Our approach to projects works: 100% of Aftermath's contracts have been finished at or below budget and within schedule, and we have a litigation-free history.

From our company-owned equipment to our FEMA-certified experts to our organized approach and communication style, the Town of Pembroke Park can trust that with Aftermath, you receive a partner who can get the job done right when you need it most. When an event occurs, we will be here, ready to serve you to help your community recover.

"Please thank your team for the professionalism they showed while working on our property. It is rare that I have a team working on our property and I do not receive some sort of negative comment from a resident, i.e. trash left behind, loud music, bad language, or something. Your men were professional and respected our residents as well as our property."

Clarice C., CAM
Tropicana Co-Op, Inc.





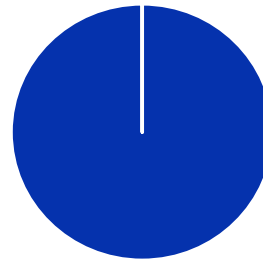
Tab 2: Experience, Ability, and Additional Requirements

Aftermath Disaster Recovery, Inc.

<i>Our primary address is</i>	<i>Our operation's base is located</i>
1826 Honeysuckle Ln. Prosper, TX 75078.	1095 Willy Vester Ln. Van Alstyne, TX 75495

- Aftermath Disaster Recovery, Inc. was formed as a corporation under the laws of Texas on July 22, 2013.
- We are a Texas state-certified HUB contractor that is 100% owned by Melanie Corley, its President.
- We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.
- Aftermath has a labor force of twenty-five employees, most of whom travel for our deployments. They are all based in Texas.

Ownership of Aftermath Disaster Recovery, Inc.



■ Melanie Corley

From our leadership team to our project managers to our team on the ground, every aspect of Aftermath's organization focuses on helping the Town of Pembroke Park to quickly recover after an event. The expertise of our team makes this possible. All project managers are FEMA-certified, as are many of our on-the-ground employees. The company owners are personally involved in every project and are available to you to ensure your needs are met. To maintain the best quality and consistency in our work for Pembroke Park, we use our own employees to complete your project where possible. All of these factors result in a strong team ready to serve your community the moment disaster strikes.

The point of contact for this solicitation is

Adam Gonzalez | Director of Business Operations

1826 Honeysuckle Ln.
Prosper, Texas 75078

(972) 984-8969

Adam@AftermathDisaster.com



Texas HUB Certificate

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1463248226200
File/Vendor Number: 486989
Approval Date: 22-JUL-2020
Scheduled Expiration Date: 22-JUL-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AFTERMATH DISASTER RECOVERY, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

Experience and Ability

When disaster strikes, the Town of Pembroke Park needs reliable disaster recovery experts to come in and clean up quickly with minimal disruption to your residents and the local environment. Aftermath's experts bring over a decade of experience in cleaning up natural and man-made disasters around the United States, including the devastation caused by Hurricanes Harvey, Irma, Michael, Matthew, Sally, Ian, Idalia, and most recently Beryl.

Our team and equipment are able to provide full-service debris removal for small- and large-scale disaster clean up projects. To date, Aftermath has successfully completed over \$20 million worth of debris removal projects and removed over one million cubic yards of debris with our own forces alone.

While many big disaster recovery firms have an endless list of clients they struggle to support, with Aftermath, the Town of Pembroke Park receives a company that emphasizes:

Aftermath Stats

100%

Women-Owned

HUB

Contractor

Texas

Based Business

- **Certifications for Ground Teams:** The majority of Aftermath's ground teams are individually FEMA-certified, which means the people doing the actual work are always up-to-date on the legal regulations and best practices.
- **Equipment Reliability:** Broken or damaged equipment causes delays, and that's not acceptable. To minimize downtime resulting from equipment failure, Aftermath's Heavy Equipment Manager ensures that every piece of owned equipment is well-maintained. Whenever possible, Aftermath will use our own vehicles and equipment for the Town of Pembroke Park's project. In the event that additional equipment or personnel is needed, Aftermath can call upon its team of trusted external subcontractors to get your job done with the same high quality. (For more about how and when Aftermath would integrate subcontractors into your project, see Subcontractor Management section.)
- **Personalized Service:** Aftermath is big enough to handle clean up projects in excess of \$10 million, yet small enough to provide the Town with personalized service from the entire team, including the company's owners and the senior leadership team.
- **Pre-Event Planning:** Prior to each season, Aftermath will meet with Pembroke Park's team to hold a pre-season planning session. This will allow us to identify any TDSRS locations in advance, develop specific approaches to different sized events, and create a tactical plan that can be implemented the moment disaster strikes. This planning session allows us to spend more time recovering when an event occurs.



Aftermath is proud to be a 100% women-owned business, a certified HUB contractor in Texas, and a certified specialty marine contractor in Florida.

As a Texas-based company, disaster is not just a job for us. Much of our team lives in Texas, an area frequently hit by storms and severe weather events. Our team has experienced the devastation of natural disasters firsthand and are motivated to go the extra mile so others are able to quickly return to normal. With this contract, our team is ready to serve the Town of Pembroke Park and your community the moment disaster strikes so you can experience the calm after the storm.

“Aftermath Disaster Recovery performed waterway debris removal services for Harris County Flood Control District [in Texas] following historic flooding from Hurricane Harvey. HCFCD was very pleased with their work on a difficult project.

*Jeff Jowell
Harris County flood Control District*



Personnel Experience

Our leadership works to ensure all tasks are skillfully performed to the highest professional standards. Aftermath's commitment to effective communication, strong leadership, and a sense of responsibility to the community results in a completed project that exceeds expectations. Our goal is to ensure that our clients are happy and satisfied with our work, and our experts provide guidance to ensure all work is done in accordance with industry best practices. We want to serve you so you can get back to serving the Pembroke Park community.

Meet our team

Melanie Corley, **President and 100% owner**

Melanie Corley has extensive experience in serving the needs and issues inherent in disaster recovery and remediation. She actively develops unique strategies to respond to and provide unmatched service for our clients. Her effective communication lays the groundwork necessary to ensure goals are met and clearly defined for a well-working partnership, and her legal background enables her to quickly understand all applicable laws and regulations as well as help clients navigate FEMA requirements and documentation. Melanie is focused on developing strong relationships with local partners in the clean-up efforts.

She holds both a Juris Doctorate and a Bachelor of Business Administration from the University of Texas at Austin. Melanie is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Obie Corley, **Vice President**

Obie Corley is one of the foremost experts in all phases of disaster recovery operations including removal, reduction, recycling, disposal, and restoration. He knows how to quickly mobilize a team and manage multi-site recovery contracts while still maintaining a personal interest in each project.

Obie has a fundamental understanding of environmental and economic recovery and can restore sites under strict compliance and awareness of FEMA, DOT, OSHA and other agency standards. He is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Katie Halvorson, **Office Administrator**

Katie Halvorson is a contract administrator whose attention to detail keeps projects' documentation requirements in compliance to ensure maximum FEMA reimbursement. Her superior communication enables all stakeholders to be well-informed and equipped with their requirements. Ms. Halvorson is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.



Rock Malone, **Senior Project Manager**

With 30 years of experience in disaster relief recovery, Rock has amassed an extensive background in high-level management, disaster response, and excellent communication skills. Recent projects of note include managing land-based debris for removal operations in Jackson County, Florida, and water-based debris removal from Buffalo Bayou in Houston following Hurricane Harvey.

Damian Sazama, **Project Manager**

With his background in the US Navy, Damian has a unique perspective and is very service-oriented to provide above and beyond service for Aftermath clients. He's been in the disaster recovery industry for five years and recently managed the 2018 Lee County waterway debris removal project.

Phillip Riippa, **Heavy Equipment Manager**

With 40 years of experience as an operator and mechanic, Phillip was one of the original employees at Aftermath and now oversees our heavy equipment division. His expertise in diagnosing equipment issues helps us keep equipment downtime to a minimum while also minimizing any negative environmental impacts.

Adam Gonzalez, **Director of Business Operations**

Adam works to create and implement systems that ensure smooth and efficient operations inside of the company, as well as establish relationships that enable our team to work at maximum effectiveness in concert with all stakeholders. Adam is certified by the NIMS Emergency Management Institute ICS 0100.

Reese Corley, **Project Manager**

Reese's leadership ability and communication skills are an asset to our team and our clients. His tenacity and perseverance translate to excellent problem-solving skills and a determination to not quit until each job is done right. His energy and drive helps us meet deadlines and overcome all obstacles.

Jackson Corley, **Project Manager**

Jackson Corley is a talented and capable manager. His technical and strategic skills provide effective solutions to project challenges. As a Project Manager, his duties include, but are not limited to, finalizing and implementing the project approach, managing equipment deployment and maintenance, overseeing TDSRS management, ensuring safety of employees, and coordinating with stakeholders. Jackson's leadership abilities and quick thinking combine to make him a valuable contribution to our team.



Debris Removal Team Members

In addition to our Principals and team members listed with their biography summaries, our on-the-ground team consists of the following Aftermath personnel.

Alonso Albino	David DiPietro Sr	Phil Riippa
Chris Albritton	Brayton Fontenot	Blain Rushing
Vincent Butler	John “JJ” Goudey	Quincy Smith
Jackson Corley	James Harden	Charles Tabor
Obie Corley	Gerald Johnson	Arlan Teeters
Randy Corley	Dave Mittlestadt	Michael Wascom
Reese Corley	Reece Pack	Brent Willey
Chris Daniels		

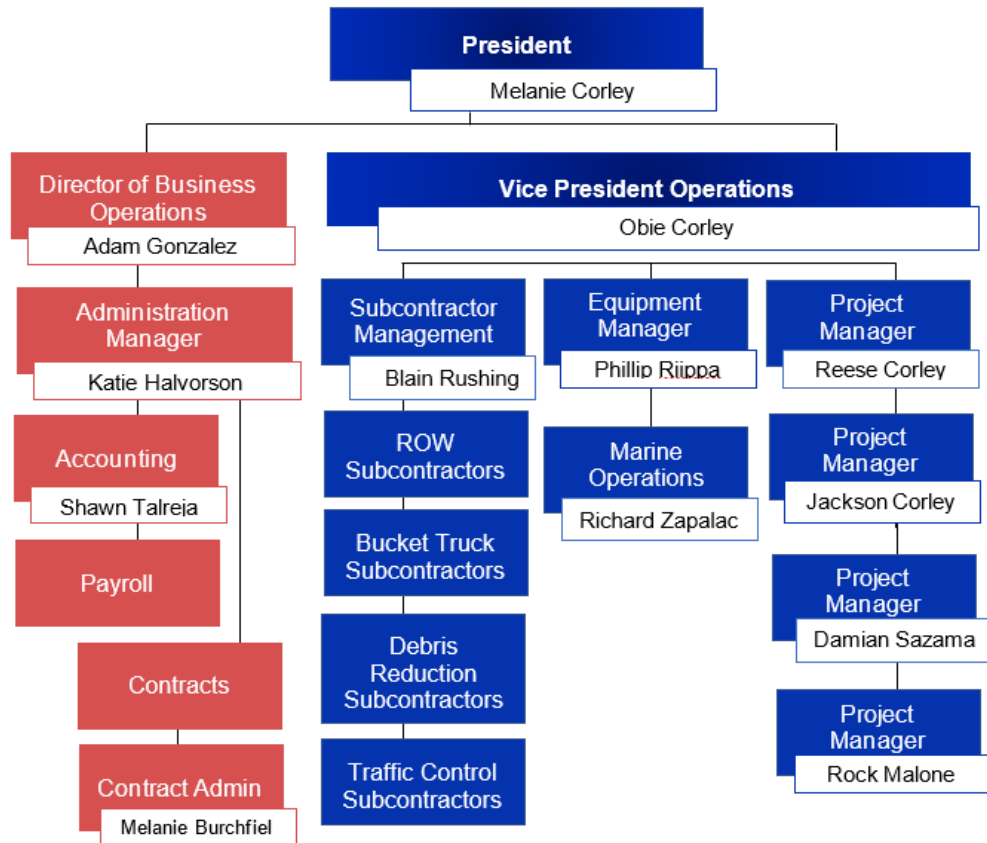
Our Response Team

Through all the phases of a project, Aftermath will coordinate closely with the Town of Pembroke Park and the community to ensure all tasks are performed with skill and to the highest professional standards. From the beginning of the project, you will work with our owners and can expect good communication, strong leadership, and a sense of responsibility to the Town of Pembroke Park. We want to serve you so that you can get back to serving your community.

Contact Name	Title	Phone Number	Email
Obie Corley	Vice President	972-567-1491	obie@aftermathdisaster.com
Blain Rushing	Project Manager	903-360-6671	blain@aftermathdisaster.com
Adam Gonzalez	Director of Business Operations	972-984-8969	adam@aftermathdisaster.com
Melanie Corley	President	972-567-1489	mkcorley@aftermathdisaster.com



Organization Chart



Melanie Corley

President

972-567-1489
MKCorley@aftermathdisaster.com

Disaster Recovery Experience

President | Aftermath Disaster Recovery | From 2013-Present

Serves as the liaison to clients, oversees the proposal process from preparation to contract negotiation, provides logistics coordination with field operations, and coordinates subcontractor management. Manages the day-to-day operations of Aftermath, which includes overseeing accounting and finances, reporting, and human resources. Develops and implements company policies and vision to successfully accomplish long-term goals.

2024
Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX
Tornado - On Call Debris Collection Services for Dallas, TX
Hurricane Ian - Waterway clearing for SW Florida Water Management District

2023
Hurricane Idalia - Waterway Clearing in the Suwannee River, FL
Hurricane Ian - Waterway clearing for Charlotte County, FL
Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL
Ice Storm - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

2022
Hurricane Ian
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
On-Call - Bulk debris collection in Austin, Texas
Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana

2020-2021
Hurricane Ida
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
Various - projects for Northwest Florida Water Management
Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX
Hurricane Michael - Beach debris removal and sea oat planting for Dog Island, Florida
Hurricane Sally - ROW debris removal in Escambia County, FL

2018-2019
Hurricane Harvey
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
TS Imelda - ROW and C&D debris removal in Harris County
Hurricane Michael
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
Hurricane Irma - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

2013-2017
Hurricane Irma - ROW debris removal in Apopka and Wellington, FL
Hurricane Harvey - ROW and waterway removal projects in Texas
Hurricane Matthew - ROW clean up in South Carolina, Florida, North Carolina
Hurricane Sandy - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey
Hurricane Isaac - waterway debris in Livingston Parish, LA
Maintenance for TX DOT clearing waterborne debris in the San Jacinto River
Florida Fish and Wildlife artificial reef construction
Tornadoes and floods in Texas, Louisiana, and Alabama
Reef Construction for Florida Department of Aquaculture

1826 Honeysuckle Ln
Prosper TX 75078

Skills Profile

Education

Juris doctorate | 1997
University of Texas at Austin
Bachelor of Business Administration | 1991
University of Texas at Austin

Organizational Leadership

Leads Aftermath Disaster Recovery, Inc. on a powerful growth trajectory that has nearly doubled revenue and capacity each year for the past five years.

Communication

Ensures project needs are understood and delivered through effective communication skills, drawing on years of public speaking and conducting law enforcement training. Certified Texas mediator.

Financial Management and Reporting

Oversees the company's forecasting, budgeting, and account payables and receivables. Timely reporting means that projects are kept on budget and on time within contract guidelines.

Human Capital

Supervises the permanent labor force and the subcontractor vetting to ensure quality personnel are representing Aftermath Disaster Recovery with excellence.

Compliance

Uses legal expertise and experience to navigate, understand and implement the necessary compliance measures with FEMA, OSHA, USDOT, and other local, state, and federal regulations.



Robert Obie Corley

Vice President

972-567-1489
Obie@aftermathdisaster.com

Disaster Recovery Experience

Vice-President | Aftermath Disaster Recovery | From 2013-Present

Serves as subject matter expert, project manager supervisor, subcontractor manager, and field supervisor. Develops and manages Aftermath's fleet, oversees field operations, attends construction meetings, and manages day-to-day operations in the field. Oversees training, permitting, safety, and effectively supervises logistically challenging projects.

2024	Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX Tornado - On Call Debris Collection Services for Dallas, TX Hurricane Ian - Waterway clearing for SW Florida Water Management District
2023	Hurricane Idalia - Waterway Clearing in the Suwanee River, FL Hurricane Ian - Waterway clearing for Charlotte County, FL Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL Ice Storm - ROW clearing in Austin, Texas Bulk Debris collection for Dallas, Texas
2022	Hurricane Ian Tidally impacted waterway debris removal in Lee County, FL FDEM project Storm debris removal from waterways for Lee County, FL ROW clearing in North Port, Florida On-Call - Bulk debris collection in Austin, Texas Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana
2020-2021	Hurricane Ida ROW debris cleaning in Terrebonne Parish, LA Debris removal in waterways of Lafourche and St. Charles Parish, LA Various - projects for Northwest Florida Water Management Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX Hurricane Michael - Beach debris removal and sea oat planting for Dog Island, Florida Hurricane Sally - ROW debris removal in Escambia County, FL
2018-2019	Hurricane Harvey Oyster Creek Desnagging project for Brazoria County, TX Cow Bayou storm debris clean up for Orange County Drainage District, Texas Adams Bayou waterway debris removal Spring Creek and Greens Bayou waterway debris removal Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas TS Imelda - ROW and C&D debris removal in Harris County Hurricane Michael Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways ROW clearing in Jackson County, FL Hurricane Irma - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida
2013-2017	Hurricane Irma - ROW debris removal in Apopka and Wellington, FL Hurricane Harvey - ROW and waterway removal projects in Texas Hurricane Matthew - ROW clean up in South Carolina, Florida, North Carolina Hurricane Sandy - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey Hurricane Isaac - waterway debris in Livingston Parish, LA Maintenance for TX DOT clearing waterborne debris in the San Jacinto River Florida Fish and Wildlife artificial reef construction Tornadoes and floods in Texas, Louisiana, and Alabama Reef Construction for Florida Department of Aquaculture

Skills Profile

Field Experience

Over twenty years of experience working in the disaster relief industry.

Management Experience

Management of over 50 disaster recovery projects involving reimbursement from FEMA and other federal and state agencies from projects that include debris resulting from hurricanes, tornadoes, floods, ice storms, and wind storms. Successfully executed several reef construction projects. Expertise includes efficient debris removal from environmentally sensitive and logistically challenging areas.

Logistics

Leads Aftermath Disaster Recovery, Inc. in planning logistically challenging disaster relief efforts. Recognized for executing difficult projects where other contractors have previously failed. There is no project for which Obie cannot craft the most economically viable and logistically sound solutions.

Industry Skills

Identifies and solves logistical challenges, In-depth experience leads to accurate analysis of project needs. Effective pre-planning meetings and efficient execution of projects aids with client relationships. Conveys solutions with clear communication skills between field operations and client.

Certifications

Intro to Incident Command System, Basic Incident Command System for Initial Response, First Aid and CPR



Adam Gonzalez

Director of Business Operations

972-984-8969
Adam@aftermathdisaster.com

Disaster Recovery Experience

Director of Business Operations | Aftermath Disaster Recovery
From 2022–Present

Works to create and implement systems that ensure smooth and efficient operations inside of the company, as well as establish relationships that enable our team to work at maximum effectiveness in concert with all stakeholders. His critical role ensures efficient processes and sets the standard of success for projects.

2024

Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX
Tornado - On Call Debris Collection Services for Dallas, TX
Hurricane Ian - Waterway clearing for SW Florida Water Management District

2023

Hurricane Idalia - Waterway Clearing in the Suwanee River, FL
Hurricane Ian - Waterway clearing for Charlotte County, FL
Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL
Ice Storm - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

2022

Hurricane Ian
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
On-Call - Bulk debris collection in Austin, Texas
Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana

Previous Work

2021-2022

Fraym
Marketing Associate - Managed production of marketing materials for a geospatial and artificial intelligence company, including blog content, social media, ad campaigns, press releases, one-pagers, and more. Organized and coordinated promotion strategies and logistics surrounding events and conferences.

2018 - 2021

Digital Communications Coordinator
Devised and deployed digital marketing strategies in coordination with staff across the United States to drive state-level activism, utilizing tools from Facebook, Google, email, SMS, custom landing pages, and other tools.
Managed projects and timelines to ensure timely and effective digital assets were produced, deployed, and utilized in integrated marketing campaigns.

1826 Honeysuckle Ln
Prosper TX 75078

Skills Profile

Education

Degree: BSFS International Politics, from
Georgetown University, Washington D.C. 2018

Recent Work

Hurricane Beryl - Processes and reports for Harris County, TX
Tornado - Business operations and reporting for Dallas, TX
Hurricane Ian - Project reports and processes for SW Florida Water Management District
Coordinator for procurement

Aftermath Experience

Serves Aftermath Disaster Recovery, Inc. as an effective director. Adam collaborates with Aftermath's owners to develop short-term goals and long term operational plans. He leadership in purchasing, negotiating, and productivity contributes to Aftermath's success and growth.

Communications

Public speaking and debate training contribute to Adam's ability to listen to the needs of all stakeholders. Problem solving skills help to develop innovative strategies to meet clients' needs and tailor projects to meet their specifications.

Certifications

FEMA 100.c, 120.c, 200.c, 230.e, 235.c, and 632.a



Jackson Corley

Project Manger

972-567-1489
Jackson@aftermathdisaster.com

Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2021-Present

Jackson Corley has been with Aftermath for two years and has proven himself to be a talented and capable manager. His technical and strategic skills provide effective solutions to project challenges. As a Project Manager, his duties include, but are not limited to, finalizing and implementing the project approach, managing equipment deployment and maintenance, overseeing DMS management, ensuring safety of employees, and coordinating with stakeholders. Jackson's leadership abilities and quick thinking combine to make him a valuable contribution to our team.

2024

Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX
Tornado - On Call Debris Collection Services for Dallas, TX
Hurricane Ian - Waterway clearing for SW Florida Water Management District

2023

Hurricane Idalia - Waterway Clearing in the Suwanee River, FL
Hurricane Ian - Waterway clearing for Charlotte County, FL
Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL
Ice Storm - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

2022

Hurricane Ian
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
On-Call - Bulk debris collection in Austin, Texas
Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana

2021

Hurricane Ida
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
Various - projects for Northwest Florida Water Management
Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX

1826 Honeysuckle Ln
Prosper TX 75078

Skills Profile

Recent Work

Charlotte County, FL
Prepared and executed work plan, mapped canals, identified extraction points, obtained Right of Way permits, and laid out the project approach
Suwannee River
Managed multiple crews, coordinated the truck fleet, managed the project plan

Communications

Clear and direct communication skills enable effective guidance among team members to ensure a successful project. Able to work with all stakeholders to ensure all aspects of the project run smoothly and according to the project plan.

Project Management Experience

As one of our newest project managers, Jackson is a skilled motivator, instilling confidence in all stakeholders on a project. He is able to efficiently and quickly identify problems and solutions to get the job done and meet the needs of clients.

Certifications

FEMA 100
OSHA 30-hr Training



Reese Corley

Project Manger

972-567-1489
Reese@aftermathdisaster.com

Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2018-Present

Serves as technical matter expert and project manager. Finalizes project approach managing equipment deployment and maintenance, overseeing DMS management, ensures safety of employees, and coordinates with stakeholders. Committed to the success of each project.

2024

Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX
Tornado - On Call Debris Collection Services for Dallas, TX
Hurricane Ian - Waterway clearing for SW Florida Water Management District

2023

Hurricane Idalia - Waterway Clearing in the Suwanee River, FL
Hurricane Ian - Waterway clearing for Charlotte County, FL
Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL
Ice Storm - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

2022

Hurricane Ian
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
On-Call - Bulk debris collection in Austin, Texas
Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana

2020-2021

Hurricane Ida
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
Various - projects for Northwest Florida Water Management
Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX
Hurricane Michael - Beach debris removal and sea oat planting for Dog Island, Florida
Hurricane Sally - ROW debris removal in Escambia County, FL

2018-2019

Hurricane Harvey
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
TS Imelda - ROW and C&D debris removal in Harris County
Hurricane Michael
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
Hurricane Irma - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

1826 Honeysuckle Ln
Prosper TX 75078

Skills Profile

Education

2019-2021 - Grove City College

Recent Work

Dallas, Texas

Organized and managed crews for bulk trash collection

Lee County, FL

Managed multiple crews on tidally impacted waterways, clearing 30,000 CY of debris
North Port, Florida

Managed Aftermath's fleet of trucks in for operations, clearing a total of 185,000 CY.
Orange County, Texas

Manged crews and truck fleet in the wake of Hurricane Laura

Austin, TX

ROW debris removal project following Hurricane Ida

Project Management Experience

Worked in disaster recovery industry for past 6 years. Managed several projects for 100% FEMA reimbursement.

Communications

Trained public speaker and debater. Able to clearly and effectively communicate with all stakeholders. Careful attention to detail and desire for excellence drives efficient operations and management strategies.



Blain Rushing

Project Manger

B.Rushing@aftermathdisaster.com

Disaster Recovery Experience

Project Manager | Aftermath Disaster Recovery | From 2014-Present

Handles the management and oversees the maintenance of our equipment. Creates and implements project plans specific to the needs of the client. Serves as the point person for the client on his projects. Oversees safety functions.

1826 Honeysuckle Ln
Prosper TX 75078

Skills Profile

Recent Work

City of Dallas: Project point person for the city of Dallas. Coordinated the ROW clean up work, overseeing the removal and hauling of bulk debris from designated collection sites to the final disposal facility.

Managed multiple fleets for Austin, Texas following an ice storm. Coordinated the cutting, collecting and hauling of nearly 100,000 CY of woody debris. Managed barge crews on logistically challenging project involving waste extraction and the safe disposal of sludge that had collected in detention ponds generated from a paper mill in South Carolina.

Field Experience

Mr. Rushing has worked in the disaster relief industry for the past 8 years. He has managed several disaster recovery projects that involved FEMA reimbursement. His work history and personal values provide significant advantages in serving our clients, and reflects his commitment to the success of each project.

Project Management Experience

Serves Aftermath Disaster Recovery, Inc. as an effective project manager who listens to our clients' needs and executes our projects to their specifications. Mr. Rushing is an excellent communicator and dependable manager who delivers effective outcomes in the midst of complex and challenging projects.

2024	Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX Tornado - On Call Debris Collection Services for Dallas, TX Hurricane Ian - Waterway clearing for SW Florida Water Management District
2023	Hurricane Idalia - Waterway Clearing in the Suwanee River, FL Hurricane Ian - Waterway clearing for Charlotte County, FL Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL Ice Storm - ROW clearing in Austin, Texas Bulk Debris collection for Dallas, Texas
2022	Hurricane Ian Tidally impacted waterway debris removal in Lee County, FL FDEM project Storm debris removal from waterways for Lee County, FL ROW clearing in North Port, Florida On-Call - Bulk debris collection in Austin, Texas Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana
2020-2021	Hurricane Ida ROW debris cleaning in Terrebonne Parish, LA Debris removal in waterways of La Lafourche and St. Charles Parish, LA Various - projects for Northwest Florida Water Management Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX Hurricane Michael - Beach debris removal and sea oat planting for Dog Island, Florida Hurricane Sally - ROW debris removal in Escambia County, FL
2018-2019	Hurricane Harvey Oyster Creek Desnagging project for Brazoria County, TX Cow Bayou storm debris clean up for Orange County Drainage District, Texas Adams Bayou waterway debris removal Spring Creek and Greens Bayou waterway debris removal Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas TS Imelda - ROW and C&D debris removal in Harris County Hurricane Michael Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways ROW clearing in Jackson County, FL Hurricane Irma - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida
2013-2017	Hurricane Irma - ROW debris removal in Apopka and Wellington, FL Hurricane Harvey - ROW and waterway removal projects in Texas Hurricane Matthew - ROW clean up in South Carolina, Florida, North Carolina Hurricane Sandy - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey Hurricane Isaac - waterway debris in Livingston Parish, LA Maintenance for TX DOT clearing waterborne debris in the San Jacinto River Florida Fish and Wildlife artificial reef construction Tornadoes and floods in Texas, Louisiana, and Alabama Reef Construction for Florida Department of Aquaculture



Bonding Capacity Letter



Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098

April 20, 2024

Aftermath Disaster Recovery, Inc
1826 Honeysuckle Ln
Prosper, TX 75078

To Whom It May Concern,

The purpose of this letter is to confirm that Aftermath Disaster Recovery, Inc is a valued surety customer of Amerisure Surety (Amerisure). Amerisure is on the Department of Treasury's Registry Listing of Approved Sureties (Circular 570) and rated by AM Best, A (Excellent-Financial Size Category XII). Amerisure has enjoyed a strong relationship and has the utmost confidence in the management team at Aftermath Disaster Recovery, Inc. At the present time we would favorably consider extending surety support on individual projects up to \$50,000,000 and \$100,000,000 on an aggregate work program.

We understand that you are considering Aftermath Disaster Recovery, Inc for future projects. Contingent upon favorable review of contract documents, financing information and other pertinent underwriting information at the time bonds are required, it would be our intention to provide such bonds.

You understand, of course, that our consideration and issuance of bonds is a matter solely between Aftermath Disaster Recovery, Inc and ourselves, and will be subject to our standard underwriting at the time of the request. We assume no liability to you, nor any other third party, should we decide not to issue said bonds. This letter is not an assumption of liability, nor is it a bid, performance or payment bond. It is issued only as a bonding reference requested from us by our client.

If we can provide further information, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Stahle".

Adam Stahle
Branch Manager
Amerisure Surety

cc: Bob Kollsmith



Training and Certifications

Aftermath's team is committed to performing services for the Town of Pembroke Park according to all program standards as provided for in the FEMA Public Assistance Program and Policy Guide.

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MELANIE KANE CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 19th Day of June, 2019



Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.2 IACET CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MELANIE KANE CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c

Basic Incident Command System for Initial Response

Issued this 26th Day of February, 2020



Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.4 IACET CEU



American Red Cross
Training Services

Certificate of Completion

Melanie Corley

has successfully completed requirements for
Adult and Pediatric First Aid/CPR/AED

Date Completed: 12/22/2020

Validity Period: 2 - Years

Conducted by: Nation's Best CPR



To verify certificate, scan code or visit redcross.org/licenses/certificate and enter ID.
Learn and be inspired at Lifelinesforwards.org



000389M



Ron DeSantis, Governor

Habey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR/MELANIE IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KANE CORLEY, MELANIE
AFTERMATH DISASTER RECOVERY, INC.
2826 HONEYUCKLE LN.
PROSPER, TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROBERT O CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 19th Day of February, 2020



0.2 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROBERT O CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c

Basic Incident Command System for Initial Response

Issued this 26th Day of February, 2020



0.4 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency



American Red Cross
Training Services

Certificate of Completion

Robert Obie Corley

has successfully completed requirements for
Adult and Pediatric First Aid/CPR/AED

Date Completed: 12/22/2020

Validity Period: 2 - Years

Conducted by: Nation's Best CPR



To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.
Learn and be inspired at LifeSavingAwards.org



00058M7

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

KATHRYN HALVORSON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 17th Day of January, 2021



0.2 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

STACY THORNE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 1st Day of July, 2019



0.2 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

STACY THORNE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c

Basic Incident Command System for Initial Response

Issued this 20th Day of August, 2019



0.4 IACET CEU

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

FRANCISCO J VIELMAS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c
Introduction to Incident Command System, ICS-100

Issued this 19th Day of March, 2020

0.2 IACET CEU



Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

FRANCISCO J VIELMAS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

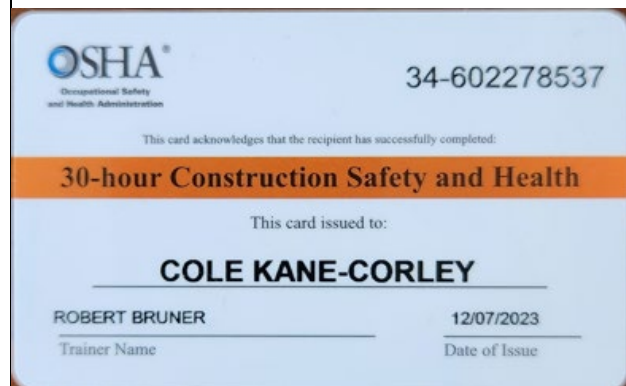
IS-00200.c
Basic Incident Command System for Initial Response

Issued this 30th Day of March, 2020

0.4 IACET CEU



Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

JACKSON D KANE-CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c
Introduction to Incident Command System, ICS-100

Issued this 18th Day of April, 2021

0.2 IACET CEU



Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-632.A:
INTRODUCTION TO DEBRIS OPERATIONS

Issued this 31st Day of July, 2021

0.20 IACET CEU



Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-200.C:
BASIC INCIDENT COMMAND SYSTEM FOR INITIAL RESPONSE ICS-200**

Issued this 21st Day of July, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-235.C:
EMERGENCY PLANNING**

Issued this 31st Day of July, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.50 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-230.E:
FUNDAMENTALS OF EMERGENCY MANAGEMENT**

Issued this 21st Day of July, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.60 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-100.C:
INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100**

Issued this 27th Day of January, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ADAM GONZALEZ

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-120.C:
AN INTRODUCTION TO EXERCISES**

Issued this 04th Day of August, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.30 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MELANIE BURCHFIEL

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00632.a
Introduction to Debris Operations**

Issued this 2nd Day of January, 2022

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.2 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
MELANIE BURCHFIEL
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-633:
DEBRIS MANAGEMENT PLAN DEVELOPMENT**

Issued this 07th Day of July, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.60 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
MELANIE BURCHFIEL
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00100.c
Introduction to Incident Command System, ICS-100**

Issued this 5th Day of June, 2022

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.2 IACET CEU



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that
MELANIE BURCHFIEL
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

**IS-42.A:
SOCIAL MEDIA IN EMERGENCY MANAGEMENT**

Issued this 26th Day of August, 2022

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.30 IACET CEU



*"Thanks for your efforts! Your crew is fast and efficient.
[The Town] should know the canal clean-up is in professional hands."*

*Alan B., President
Avalon Bay Condo Association*



Ability According to Past Clients

Krista Ray
Sun'n'Shade RV Resort
14880 Tamiami Trail
Punta Gorda, FL 33955
941.639.5388

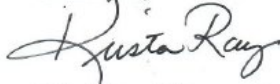
January 21, 2024

To whom it may concern:

As property manager of Sun'n'Shade RV Resort, I was contacted by Dave Clark with Aftermath Disaster contracted by Charlotte County to clean the canal that is on the north side of our property. This project has been a complete success in all aspects of the manor. This will definitely help with the flooding situation that this property along as many others in Charlotte County undergo during the Hurricane season every year.

I have been the property manager of this resort for 16 year and this project was the first time I have seen this canal cleaned to prevent the flooding that the restricted canal helped contribute because lack of proper flow to help execute the water to the main canals along Highway 41. Not only has this company cleaned the extremely overgrown canal in a timely manor, it is a very professional company with great employees and management. There are so many of these canals that this county needs to continue cleaning to prevent flooding in other surrounding areas such as this one. I hope this project continues to all have been cleaned as nice as ours.

Thank you,



Krista Ray, Property Manager

PERFORMANCE EVALUATION SURVEY

Consultant's Name: Aftermath Disaster Recovery, Inc.
 Point of Contact: Melanie Corley, President
 Phone and e-mail: 972-567-1489 mkcorley@aftermathdisaster.com

Company/Client's Name providing the reference: Dog Island Conservation District
 Individual providing the reference: Dr. William Stone
 Phone and e-mail of individual providing the reference: 850-933-2342
williamstone1048@gmail.com

Date of Services: 2/23/21 - 3/08/21

Dollar Amount for Services: \$399,000

Please evaluate the performance of the Contractor (10 means that you deem them the most favorable ranking and have no questions about hiring them again, 5 is if your mid-level favorability as to performance and 1 is if you would never hire them again because of very poor performance).

NO	CRITERIA	UNIT	
1	Response and deployment	(1-10)	10
2	Performance of the project team	(1-10)	10
3	How would you rate the ability to meet schedule and project milestones	(1-10)	10
4	How would you rate communication and coordination	(1-10)	10
5	Overall performance	(1-10)	10

Overall Comments: I would recommend Aftermath's Services to anyone enthusiastically. Ogie and his men were excellent, polite, and neat

PERFORMANCE EVALUATION SURVEYS FOR Aftermath Disaster Recovery, Inc.

PERFORMANCE EVALUATION SURVEY

Consultant's Name: Aftermath Disaster Recovery, Inc.

Point of Contact: Melanie Corley, President

Phone and e-mail: (972) 567-1489 mkcorley@aftermathdisaster.com

Company/Client's Name providing the reference: Brazoria County, TX

Individual providing the reference: Clay Forister, Project Manager (Former)

Phone and e-mail of individual providing the reference: (830-303-4188 x1401
clay_forister@co.guadalupe.tx.us

Date of Services: 3/23/2020-7/31/2020

Dollar Amount for Services: \$4,314,246

Please evaluate the performance of the Contractor (10 means that you deem them the most favorable ranking and have no questions about hiring them again, 5 is if your mid-level favorability as to performance and 1 is if you would never hire them again because of very poor performance).

NO	CRITERIA	UNIT	
1	Response and deployment	(1-10)	<u>10</u>
2	Performance of the project team	(1-10)	<u>10</u>
3	How would you rate the ability to meet schedule and project milestones	(1-10)	<u>10</u>
4	How would you rate communication and coordination	(1-10)	<u>10</u>
5	Overall performance	(1-10)	<u>10</u>

Overall Comments: I WAS EXTREMELY PLEASED WITH THEIR WORK AND
HOPE TO WORK WITH THEM AGAIN

PERFORMANCE EVALUATION SURVEYS FOR Aftermath Disaster Recovery, Inc.



Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

March 19, 2024

To Whom It May Concern,

I am writing to provide a strong recommendation for Aftermath Disaster Recovery, Inc. based on their exceptional performance in the waterway cleanup project in Lee County, Florida. Aftermath demonstrated unparalleled dedication, professionalism, and efficiency in the aftermath of Hurricane Ian, particularly during the cleanup efforts conducted in the FEMA-reimbursed cleanup in November and December of 2022 and the NRCS grant funded work in 2023.

Following the devastating impact of Hurricane Ian, the restoration of critical infrastructure, including waterways and drainage systems, became a top priority for Lee County's Department of Transportation. Aftermath played a pivotal role in this endeavor by swiftly mobilizing resources and personnel to undertake the cleanup of waterways in Lee County.

The cleanup efforts spearheaded by Aftermath in Lee County were executed with proficiency and attention to detail. Despite the challenging conditions and time constraints imposed by the post-disaster environment, Aftermath's team exhibited outstanding professionalism and dedication in completing the cleanup tasks. Their strategic planning, efficient coordination, and utilization of innovative techniques were instrumental in achieving the project's objectives in a timely manner.

Moreover, Aftermath demonstrated exemplary compliance with FEMA regulations and guidelines throughout the cleanup process, ensuring eligibility for reimbursement and maximizing cost-effectiveness. Their documentation and reporting procedures further underscored their commitment to transparency and accountability in all aspects of the project.

The successful collaboration between Aftermath Disaster Recovery, Inc. and the county waterway cleanup project exemplifies Aftermath's capacity to deliver exceptional results in challenging circumstances. Based on their exemplary performance and proven track record, I confidently recommend Aftermath Disaster Recovery, Inc. for any similar endeavors in the future. Their professionalism, expertise, and unwavering dedication make them a valuable partner in emergency response and recovery efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Busbee", is written over a light blue horizontal line.

Douglas Busbee
Lee County DOT Operations Manager

P.O. Box 398, Fort Myers, Florida 33902-0398 | (239) 533-2111 | leegov.com
AN EQUAL OPPORTUNITY EMPLOYER



Current Debris Contracts

<i>Contract Agency</i>	<i>Status</i>	<i>Completion Date</i>
Charlotte County, Florida	Active	
Dog Island Conservation District of Franklin County, Florida	Pre Event	October 1, 2024
City of Casselberry, Florida	Pre Event	November 30, 2026
City of Ormond Beach, Florida	Pre Event	August 31, 2024
Village of Royal Palm Beach, Florida	Pre Event	November 30, 2024
City of St. Pete Beach, Florida	Pre Event	October 31, 2024
Hendry County, Florida	Pre Event	October 31, 2024
City of Dallas, Texas	Pre Event	November 7, 2026
Hidalgo County, Texas	Pre Event	December 12, 2024
Harris County Flood Control District, Texas	Active	October 31, 2024
City of Austin, Texas	Pre Event	February 28, 2029
Jefferson County Drainage District, Texas	Pre Event	
City of Mt. Juliet, Tennessee	Pre Event	February 28, 2025

Vehicles and Equipment

Aftermath Disaster owns a fleet of ten self-loading, debris-hauling truck and trailer combination units that have approximately 170 cubic yard capacity per unit. All of our equipment is well-maintained in order to minimize breakdowns. We have staff mechanics on our maintenance crew who are always on hand in case a mechanical failure occurs which further reduces down time. Our mobile service trucks are equipped to handle anything but the most major of breakdowns.

Additionally, because we have been in the disaster recovery business for over a decade, we have relationships with a plethora of storm debris contractors from organizations with fleets to the one-man owner-operator. We can draw on our substantial subcontractor registry to mobilize as many units as the Town of Pembroke Park may require.

Aftermath Owned Equipment List



Year	Make	Model	Description	VIN#/Company ID #	Asset Class	Condition
2019	John Deere	650	dozer		BULLDOZER	Good
2022	PETE	567	Truck, loader	1NPCL40XXND775649	VEHICLE	Excellent
2022	PETE	567	Truck, loader	1NPCL40XXND775650	VEHICLE	Excellent
2022	PETE	567	Truck, loader	1NPCL40XXND775651	VEHICLE	Excellent
2022	PETE	567	Truck, loader	1NPCL40XXND775652	VEHICLE	Excellent
2007	FRGHT	TR	Truck, loader	1FVMC5DE27HY25596	VEHICLE	Excellent
2007	FRGHT	TR	Truck, loader	1FVHC5CV87HX28339	VEHICLE	Excellent
2002	Sterling	LT	Truck, loader	2FZHAZA892AJ63622	VEHICLE	Excellent
1987	KW	TR	Truck, loader	1XKWDB9X4HS340685	VEHICLE	Excellent



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Year	Make	Model	Description	VIN#/Company ID #	Asset Class	Condition
1994	KW	W900	Truck, loader	1XDD89XXRJ621484	VEHICLE	Excellent
1995	Ford	TR	Truck, loader	1FDZY90T8SVA08301	VEHICLE	Good
1992	WSTR	TR	Truck, loader	2WLPCCCH1NK930453	VEHICLE	Good
1986	FRGHT	TR	Truck, loader	1FUPYSYBOGH275039	VEHICLE	Excellent
1994	KW	T800	Truck, loader	1XKDD89XXRJ621484	VEHICLE	Excellent
1982	Transcraft	TR	Trailer	TC16976	TRAILER	Excellent
1984	Grai	DP	Trailer	G8418078	TRAILER	Excellent
2006	Transcraft	FB	Trailer	1TTE5320761079356	TRAILER	Excellent
2006	Transcraft	FB	Trailer	1TTE5320361079354	TRAILER	Excellent
1999	KIDR	VN	Trailer, enclosed	1K9132811X2054014	TRAILER	Good
1987	Town	FB	Trailer, flatbed	2237	TRAILER	Good
1992	Frue	FB	Trailer, flatbed	1H2P05029NW038402	TRAILER	Good
1998	RDIH	FB	Trailer, flatbed	47SF252T8W1013601	TRAILER	Excellent
2000	Vern	FB	Trailer, flatbed	5B7291866Y000368	TRAILER	Excellent
2003	Hmde	FB	Trailer, flatbed	MS15TL00X00009056	TRAILER	Excellent
1993	TARA	FB	Trailer, flatbed	1T9EA4881P1204398	TRAILER	Good
2000	BTEX	UT	Trailer, gooseneck	4K8GX2624Y1361276	TRAILER	Good
2002	GENR	FB	Trailer, loader	112H8V329YL056277	TRAILER	Good
2004	Load	UT	Trailer, loader	4ZECF182741168639	TRAILER	Excellent
2020	Braz	LB	Trailer, lowboy	4B9BKL37LH054725	TRAILER	Excellent
1999	Trai	SD	Trailer, stepdeck	067453	TRAILER	Good
1999	RAVE	FB	Trailer, stepdeck	1R1F44826XK990418	TRAILER	Good
1998	Bels	UT	Trailer, utility	16JF0242W1031911	TRAILER	Excellent
2000	CM	VN	Trailer, utility	49TCB1018Y1048331	TRAILER	Excellent
2019	CanAm	8MKC	ATV, Defender Max	3JBUCAP48KK001225	VEHICLE	Excellent
2017	FRGHT	TR	Truck, haul	3AKJGEDR8HSHF1195	VEHICLE	Excellent
2006	Sterling	TR	Truck, haul	2FWJA3AV26AU51554	VEHICLE	Excellent
1997	PETE	TR	Truck, haul	1XP5DB9X3VN431334	VEHICLE	Good
2013	FRGHT	T500	Truck, service	1FVACXBS6DHFA6901	VEHICLE	Excellent
1991	Ford	F700	Truck, pickup	1FDNK74PXMVA36377	VEHICLE	Good
2007	Chev	2500HD	Truck, pickup	1GCHK23637F501674	VEHICLE	Excellent
2019	Ford	F250	Truck, pickup	1FT7W2BT3KEE40607	VEHICLE	Excellent
2019	Chev	Suburban	Truck, SUV	1GNSKHKC4KR186883	VEHICLE	Excellent
2001	INTL	TR	Truck, tool	1HTSCAAM91H376645	VEHICLE	Good
2002	Kobelco	SK250LC	Excavator	LL08-U0520	EQUIPMENT	Excellent
2020	Kubota	95	Skid Steer	KBCZ063CPL1G52111	EQUIPMENT	Excellent
2015	Bobcat	A300	Skid Steer	572315561	EQUIPMENT	Excellent
2008	Bobcat	A300	Skid Steer	541321755	EQUIPMENT	Excellent
2007	Bobcat	A300	Skid Steer	539911943	EQUIPMENT	Excellent
2005	Bobcat	A300	Skid Steer	526411597	EQUIPMENT	Good
2003	Bobcat	A300	Skid Steer	521111459	EQUIPMENT	Good
2018	Caterpillar	307E	Marsh Buggy	KC901000	EQUIPMENT	Excellent

Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Year	Make	Model	Description	VIN#/Company ID #	Asset Class	Condition
2014	Caterpillar	312E	Marsh Buggy	MJD01016	EQUIPMENT	Excellent
2015	Caterpillar	312E	Marsh Buggy	MJD01290	EQUIPMENT	Excellent
2014	Caterpillar	324EL	LS Excavator	PNW01233	EQUIPMENT	Excellent
2013	Morooka	MST3000VD	Tracked dump	A300106	EQUIPMENT	Excellent
2023	Takeuchi	TB240	Mini-excavator	124008319	EQUIPMENT	Excellent
2016	Caterpillar	320	with shear		EXCAVATOR	Excellent
2017	Caterpillar	326	with thumb		EXCAVATOR	Excellent
2017	Morbark	6600	Horizontal grinder		GRINDER	Excellent
2017	Morbark	6600	Horizontal grinder		GRINDER	Good
2014	Pans	12x4	Aluminum pans	Childress custom	PANS	Good
2018	DownToEarth	DTE824D07B	Deckover trailer	5MYDD2425JB061521	TRAILER	Excellent
1979	Panther	15'	Airboat	PAP019000079	VESSEL	Good
2006	SilverDollar	21'	Airboat	OK501108G506	VESSEL	Excellent
2017	GTO	19'	Airboat	EVJ00692F717	VESSEL	Excellent
2005	HM	42'	Barge-Self-load	NJZ44968HULL	VESSEL	Excellent
2005	HM	45'	Barge-Self-load	NJZ44969HULL	VESSEL	Excellent
2005	HM	32'	Barge-Self-load	NJZ44967HULL	VESSEL	Excellent
2005	HM	30'	Barge-Self-load	NJZ44970HULL	VESSEL	Excellent
2017	HM	40'	Barge	TX94056	VESSEL	Excellent
2015	HM	40'	Barge	TX56125	VESSEL	Excellent
2018	HM	40'	Barge	TX45821	VESSEL	Excellent
2008	Childress	Barge	Barge, aluminum deck	TQE01190E808	VESSEL	Excellent
2004	Skiff	24'	Boat	EKHA2509J304	VESSEL	Excellent
2004	Skiff	24'	Boat	EKHA3061J221	VESSEL	Excellent
2004	Skiff	24'	Boat	EKHL3496J115	VESSEL	Excellent
2008	HM	45'	Vessel	NCZ38635D808	VESSEL	Excellent
2003	Coam	LT	Travel trailer	1TC2B046233001255	BUNKHOUSE	Excellent
2012	KYRV	TV	Travel trailer	4YDT28122CD420049	BUNKHOUSE	Excellent
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP0K2BL5092	BUNKHOUSE	Excellent
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP1K2BL5165	BUNKHOUSE	Excellent
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP8K2BL5163	BUNKHOUSE	Excellent

Pembroke Park, FL – RFP 24-03

TRUCK CERTIFICATION FORM					DUMP TRUCK MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDE)					
GENERAL INFORMATION					DUMP TRUCK MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDE)					
APPLICANT		MONITOR			TRUCK MEASUREMENTS		Length (L)	Width (W)	Height (H)	
CONTRACTOR		DATE			HOIST MEASUREMENTS		Length _H (L _H)	Width _H (W _H)	Height _H (H _H)	
					RADIUS MEASUREMENTS		Radius (R)	Height (H)		
MEASUREMENT LOCATION		COUNTY			CALCULATIONS		BED VOLUME (BASIC) $\frac{(L \times W \times H)}{27}$			
DECLARATION NUMBER							HOIST VOLUME $\frac{((L_H + L) \times 2 \times W_H \times H_H)}{27}$			
							RADIUS VOLUME (3.14 x R ² x H) / 27			
							TOTAL			
TRUCK INFORMATION										
MAKE	YEAR	COLOR	LICENSE	STATE						
TRUCK MEASUREMENTS										
PERFORMED BY	DATE	VOLUME CALCULATED BY			DATE					
DRIVER INFORMATION										
NAME	ADDRESS			PHONE						
OWNER INFORMATION										
NAME	ADDRESS			PHONE						
					EXTRA MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDE)					
					TRUCK MEASUREMENTS		Length (L)	Width (W)	Height (H)	
					HOIST MEASUREMENTS		Length _H (L _H)	Width _H (W _H)	Height _H (H _H)	
					RADIUS MEASUREMENTS		Radius (R)	Height (H)		
					CALCULATIONS		BED VOLUME (BASIC) $\frac{(L \times W \times H)}{27}$			0
HOIST VOLUME $\frac{((L_H + L) \times 2 \times W_H \times H_H)}{27}$			0	Cubic Yards (CYD)						
		RADIUS VOLUME (3.14 x R ² x H) / 27			0	Cubic Yards (CYD)				
		TOTAL			0	Cubic Yards (CYD)				
					Flatbed Trailers Require:					
					Flatbed Trailers Require:					
					Flatbed Trailers Require:					
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					Flatbed Trailers Require:					

Truck #					
Capacity				CYD	
Subcontractor			Client		
Disaster					

Sample Truck Certification Form and Placard

Subcontractor Management

While we staff all projects with our team first, to provide the highest quality service for the Town of Pembroke Park, Aftermath may need to activate a team of subcontractors to assist company personnel on a per-project basis. This allows us to provide quicker and more efficient debris removal on any scale required.

Subcontractors are closely vetted with the strictest detail by the Aftermath team before being added to a list of approved subcontractors. They also are expected to work to the same high standards as our employees. Aftermath sets clear and detailed expectations for all subcontractors to follow to better execute disaster recovery efforts and benefit the Town of Pembroke Park and the surrounding community.

Key Takeaways

- Aftermath Staff First
- Thoroughly Vetted Subcontractors
- Project Manager oversight
- Diversity & Inclusion Efforts

Aftermath's Role in Subcontractor Management

Aftermath will be the primary contact for the project including day-to-day project management, supervision of communication, reporting requirements, and quality assurance. With detailed subcontractor management processes, Aftermath ensures quick activation of any subcontracts and ensures subcontractors deliver the same high-quality work as the Aftermath employees at all times.

Subcontractor Responsibilities

Debris removal subcontractors may play a critical role in project execution. Subcontractors' main responsibilities include loading debris, hauling debris to the designated TDSRS, and utilizing a "clean as you go" approach as the project progresses. Every subcontractor must also meet the same standards and adhere to all compliance and environmental guidelines as Aftermath employees.

Subcontractors are valued as part of our team and as such are also required to submit daily progress reports to the Project Manager. The Project Manager uses these updates to adjust the plan to maximize effort and minimize the time it takes to achieve the project goals. This planning process creates the best outcome for Pembroke Park because the work of our subcontractors is always aligned with your goals and our overall project plan.

Top-down Project Management

Our Project Manager coordinates the work of all subcontractors to ensure that they are successfully and seamlessly integrated into the entire project in a cohesive manner. This also means Aftermath can make decisions quickly, when needed, to ensure the safety of employees and contractors and to mitigate any risks to the project.



Ensuring Consistency and Quality Assurance

Aftermath's priority is to provide the highest quality of service to ensure the clean up at the Town's site is performed quickly and safely, which will allow your community to get back to "business as usual" as soon as possible. If an event is large enough that Aftermath needs support in addition to our own employees, we will utilize subcontractors to act in our place where needed.

The following factors allows Aftermath to ensure the Town of Pembroke Park receives the consistency of our high-quality service even when we employ external subcontractors:

- All subcontractors are vetted by our senior management team and company owners.
- All subcontractors are closely supervised by our Site or Project Supervisors.
- Before starting any on-site work, every contractor is provided with a detailed and unambiguous subcontract that outlines their legal obligations.
- All subcontractors submit daily progress reports to ensure they are keeping to schedule and can inform the Project Manager about any issues in their designated areas.
- Aftermath provides templates for subcontractor invoices for consistency.

Whether the Town's project can be accomplished with our own team or in conjunction with subcontractors, you can rest assured that it will be completed with the same level of service and personalized attention that our clients know and love.

Past Subcontractors List

Aftermath self-performs over 85% of our project work. It is not anticipated that we would need subcontractors for this project; however, in the past we have worked with the following subcontractors.

Company Name	Contact Name	Phone #	Email	Address	Service
Optimal Recovery, LLC	Brent Reedy	352-206-5541	optimalrecovery@tampabay.rr.com	34618 Mission Bell Ln. Dade City, FL 33525	Loader trucks
Brown Tree Service	Troy Brown	870-723-5098	troy.brownstreeservice@gmail.com	104 Megan Dr. Monticello, AR 71655	Bucket trucks



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Company Name	Contact Name	Phone #	Email	Address	Service
Clarks Enterprise	David Clark	985-335-6069	emily@clarkse nterprise.com	35823 Doc Butler Rd Mt Hermon, LA 70450	Loader trucks
Conroe Environmental, LLC	Shaun Wellborn	512-636- 6255	shaunzes@att. net	3030 Hemingway Montgomery, TX 77356	Chip hauling
Fowler Construction	Sammy Fowler	903-262- 5655	sfowler2594@g mail.com	3578 W. US Hwy 80 Mineola, TX 75773	Dump trailers
Crosseroads, LLC	Kevin Schlosser	608-769- 4977	sr.schlosser@y ahoo.com	1009 Saddlewood St. Holmen, WI 54636	Bucket trucks
Crosseroads, LLC	Kevin Schlosser	608-769- 4977	sr.schlosser@y ahoo.com	1009 Saddlewood St. Holmen, WI 54636	Loader trucks
Northshore Enterprises, Inc.	Phil Riippa	850-346- 8586	northshorereco very@yahoo.co m	311 1st St SE Haliday, ND 58636	Loader trucks
Reid Trucking	Grant Reid	512-879- 8799	reidgrant87@y ahoo.com	PO Box 451 Liberty Hill, TX 78642	Loader trucks
Lancaster Construction	Zeno Lancaster	828-507- 7407	lancasterconst @yahoo.com	3579 Ironworks Dr Whiteville, NC 28472	Loader trucks
Branum Trucking	Jake Branum	251-937- 1772	sales@nbprints hop.com	122 North Hoyle Ave. Bay Minette, AL 36507	Loader trucks
Diamond M Land Management	Jake Moore	325-248- 1115	j.moore@diam ondmlandmana gement.com	226 CR 183 Stephenville, TX 76401	Grinders
G3 Construction LLC	Carl Gilbert	850-653- 6779	carl@g3const.c om	16998 NW Charlie Johns St Blountstown, FL 32424	End dumps
H2 Construction	Rick Hostetter	660-641- 2500	h2construction @live.com	702 W Walnut Waverly, MO 64096	Loader trucks
Parker Resource Group	Rich Parker	951-333- 8417	rparkermgmt@ gmail.com	534 E Benwood St Covina, CA 91722	Loader trucks
DNR Group LLC	Glen Nelson	504-214- 2892	nelsonbros@co x.net	12246 River Rd St. Rose, LA 70087	Loader trucks
MTN Leasing LLC	Matthew Nelson	504-491- 6190	mtnleasing@ou tlook.com	166 Dunleith Dr Destrehan, LA 70047	Loader trucks



Company Name	Contact Name	Phone #	Email	Address	Service
New Masada Environmental	Lalo Torres	832-276-3528	newmasada@gmail.com	PO Box 690731 Houston, TX 77269	Grinders
Tiger Bayou, Inc.	Clyde Ewing	225-337-1208	ewing9437@hotmail.com	PO Box 276 Erwinville, LA 70729	Bucket trucks

Sample Sub-Contracting Contract

Agreement for Disaster Debris Removal Services

RFP # _____

THIS Agreement for Disaster Debris Removal Services (hereinafter, “Agreement”) is entered into by and between _____ (hereinafter, “Primary Contractor”) and the _____ (“County”), effective on the date of its execution by the last party hereto, as set forth herein below.

WHEREAS, The contractor, _____ submitted a proposal in response to RFP _____, and was subsequently selected by County as the Primary contractor for the project on _____; and

WHEREAS, Primary Contractor and County wish to enter into this Agreement setting forth the terms and conditions under which Primary Contractor will provide County with to Disaster Debris Removal Services. The terms and conditions of this Agreement consist of:

- a. RFP _____ (hereinafter, “Proposal”), which Proposal, including any and all Addenda thereto, is hereby fully incorporated into this Agreement by reference as if set forth verbatim;
- b. Contractor’s Response to Proposal (“Response”), dated [date] _____; and
- c. The body (Sections 1-24 below) of this Agreement.

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services.** Primary Contractor will perform Disaster Debris Removal Services in accordance with this Agreement, The Contractor agrees, at its own cost, to furnish all tools, labor, materials, equipment and vehicles necessary to accomplish the services in a



good, sound, and workmanlike manner, in strict accordance with the terms and provisions of this Agreement.

2. **Agreement Sum.** The County shall pay the Contractor in current funds for the Contractor's performance of the Agreement and in accordance with the Terms and Conditions of the Proposal, the Sum of \$_____ dollars, subject to additions and deductions.
3. **Term.** This Agreement is for twelve (12) months from notification by the County to the Contractor to commence and may be extended as an **option** and **sole discretion** of the County for an additional one (4) years, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.

Primary Contractor understands and agrees that County will select and contract with a Secondary Contractor and a Tertiary Contractor to perform Disaster Debris Removal Services under and in accordance with the RFP. Primary Contractor understands and agrees that if it does not comply with the specifications, requirements, terms, conditions, obligations contained within this proposed Agreement, County may obtain the Services from the Secondary Contractor. In such event, County shall charge Primary Contractor the difference for any additional cost of such service.

If the Secondary Contractor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed Agreement, County may obtain the Services from the Tertiary Contractor. In such event, County shall charge the Tertiary Contractor the difference for any additional cost of such service.

4. **Contract Administrator.** The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator.
5. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of the Contractor be considered an employee of the County.
6. **Best Efforts to Minimize Costs to County.** Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.
7. **No Action, Suit, or Proceeding.** Contractor warrants that there is no action, suit, or proceeding, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Contractor's ability to fulfill the obligations under this Agreement.

8. **Warranty of Contractor's Financial Capability.** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and that Contractor is a validly organized entity that has the authority to enter into this Agreement.
9. **Non-Exclusive Contract/Additional Services.** Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.
10. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.
11. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.
12. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).
13. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.
14. **Compliance with Laws.** This Agreement is subject to all Federal Laws and laws of the State of Georgia. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of The State of Georgia and venue for such disputes is the appropriate district, county, or justice court.
15. **Licenses and Permit.** The Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder.
16. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set

forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

Contractor shall make timely payments to all subcontractors supplying labor, materials, or equipment for the performance of this Agreement. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. Contractor agrees to protect, defend, and indemnify County from any claims or liability arising out of Contractor's failure to make such payments. Contractor shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of County in substantially the same form as set out in Section 23 below.

17. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.
18. **Termination.** The County may terminate this Agreement for Contractor's failure to perform the services specified in Proposal. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Agreement must give the Contractor five (5) workdays written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon thirty (30) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

19. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon request, the County shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County to immediately terminate this Agreement.
20. **Severability.** If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
21. **Entire Agreement.** This Agreement, including all Exhibits and attachments, constitutes the entire Agreement between the parties and supersedes any other Agreement concerning the subject matter of this transaction, whether oral or written.
22. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

Ability to Track Documentation

Data Management

Aftermath has a 360-degree view of all aspects revolving around debris removal from the Town of Pembroke Park. This includes ensuring that you have all the data and documentation required to qualify for reimbursement to cover the costs of clean up and restoration work.

Every load that is hauled to the TDSRS site is issued a printed or handwritten ticket. Copies of these tickets are collected and given to the driver, Town, and the monitoring firm (if used). To keep the records organized for the Town of Pembroke Park, the Project Manager collects tickets and adds them to a spreadsheet at the end of every day.

Communication is key in any great relationship. In addition to the above, we also provide daily updates and daily reporting to the Town's specifications. Weekly summary reports are compiled and delivered at the end of each week.



1Weekly Summary Report

Week ending
 1/13/24

Date Started	Days Worked	Weather Delay Days / Issues
11/1/23	44	0

SOUTH COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	2	Long stick excavator, chainsaw	40.53	24,914.82
2	3	Marsh buggy, chainsaw, tracked truck		
3	3	Excavator, chainsaw, tracked truck		
4	3	Marsh buggy, excavator, chainsaw		

MID COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	3	Marsh buggy, tracked truck, skid steer, excavator, mini-excavator, chainsaw	18.54	8,153.79
2	2	Mini excavator, tracked truck		

WEST COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	2	John boat	111.68	1431.41

The invoicing schedule for the Town of Pembroke Park can be customized to match the Town's typical invoicing procedures. All invoices will be accompanied by complete backup documentation and will be reviewed with the Town of Pembroke Park prior to submission.

Sample Debris Removal Invoice

Other Services

When a disaster strikes in your backyard, the Town of Pembroke Park can rely on Aftermath to help you quickly and efficiently recover. We manage all aspects of clean up and debris removal, which allows you to focus on other aspects of the restoration and day-to-day operation of your community. Over the past seven years, Aftermath has helped our clients from Colorado to New Jersey and along the Gulf and Atlantic coasts recover from events such as tornadoes, hurricanes, major storms, flooding, and ice storms. We have supported our clients after large events, such as Hurricanes Harvey and Ian, and lesser-known disasters, such as straight-line wind events. With our extensive experience in natural disaster clean up projects, we know what needs to be done and can create your custom clean up plan quickly and with as minimal impact to your citizens and community as possible.



Debris removal from Oyster Creek

Our services include:

- **24-Hour Emergency Push Crews.** Immediately following an event, it is critical to clear rights-of-way for emergency workers and to make roads navigable. With our emergency push crews, we clear all roads within 72 hours.
- **Disaster Clean Up.** Disaster clean up allows communities to get on the path to recovery as soon as possible. From site preparation to demolition to construction to hazardous waste removal, we have the equipment and expertise to get the job done.
- **Debris Removal.** We help remove and dispose of all types of debris, from trees to sand to clearing land.
- **Waterway Debris Removal.** When debris is pushed into waterways, such as canals, marshes, bays, and the ocean, we quickly and delicately remove those objects to cause as little impact as possible on the ecosystems.
- **Coastal Restoration.** Stunning shorelines and beaches can be devastated within hours of an event. We help to reclaim these spaces with services such as Oil Spill Clean up, Beach Replenishment, Wetlands Restoration, and Beach Sand Screening & Replacement.

The Town can rely on Aftermath's support no matter how large or small the disaster. Our hands-on leadership team will be available to you to identify the best path forward for your community, getting you back to everyday life as quickly as possible.

Please find our complete management plan for the Town's provided work categories and scenarios under Tab 5, the cost for the services in this RFP under Tab 8, and our method of mobilization and FEMA understanding under Tab 4.





Tab 3: Past Performance

Past Performance

Since its founding, Aftermath has supported our clients' recovery from events of all sizes. Our breadth of experience is evidenced by Aftermath's involvement in the cleanup efforts of every major hurricane since Hurricane Charlie in 2004. From cleaning up after hurricanes to helping communities recover from ice storms, our team is prepared to assist the Town of Pembroke Park after any event.

As you can see from our example projects below, Aftermath's expertise spans many different types of projects. The very nature of this Pre-Event contract implies that we do not know what type of event may hit the Town of Pembroke Park's community. Fortunately for the Town, our specialty is listening to your needs, and then using our specific skills and experience to serve you. Because we perform our own work in addition to managing projects, we have hands-on knowledge about how to most effectively execute operations. We strive to serve our clients and help them meet their project goals. For example, if the Town of Pembroke Park is seeking FEMA reimbursement for an event, we have the experience to advise you on how to obtain maximum reimbursement.

Our experience list includes several projects that are similar in size and scope to scenarios the Town lists. Recently, we performed debris operations cleaning up Right of Ways in Dallas, Texas following high wind events. Additionally, we worked in Charlotte County, Florida clearing debris from Hurricane Idalia. Notice our jobs highlighted in the chart below for more specifics on similar projects.

In short, Aftermath's extensive experience working on projects both large and small with a hands-on approach means you can trust that we will be ready to help you recover the minute disaster strikes.



"I would recommend Aftermath's services to anyone enthusiastically. Obie and his men were excellent, polite, and neat."

*-Dr. William Stone
Dog Island Conservation District*



5 Year Performance Chart

Agency	ST	Event	Description of project	Start and End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Southwest Florida Water Management District	FL	Hurricane Ian	Prime Contractor for removing hurricane-generated debris from the Flint Creek Canal located in Hillsborough County. Obtained ROE agreements, removed and mulched vegetative debris, and spread resulting chips in compliance with SWFWMD and FDEP standards.	1/8/2024 – 1/14/2024	\$638,000	15,909 LF	Chris McCall	(352) 279-5448	Chris.McCall@swfwmd.state.fl.us
Suwannee River Ashbritt	FL	Hurricane Idalia	Removed storm-generated waterborne debris in difficult-to-reach areas of the Suwannee River following Hurricane Idalia.	9/6/2023 – 10/23/2023	\$836,110.88	10,550 CY	Danny Sides	(336) 215-5409	dsides@ashbritt.com
Charlotte County	FL	Hurricane Ian	Prime Contractor for the removal, hauling, and disposal of trees, logs, stumps, brush, and other rubbish in waterways, canals, drainage ditches, and retention ponds, funded by the NRCS.	5/15/2023 – 1/25/2024	\$15,009,406	39,651 Tons	Karen Bliss	(941) 575-3642	karen.bliss@charlottecountyfl.gov
Lee County	FL	Hurricane Ian	Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches.	6/26/2023 – 9/30/2023 (expected)	\$12,800,000	160,000CY	Phil Gillogly	(239) 850-2636	pgillogly@leegov.com
City of Dallas Arbor Masters	TX	On-Call	Collection of bulk debris from City of Dallas collection sites and hauling to final disposal facility	9/1/2022 - 7/15/2023	\$633,880	N/A	Monique Jackson	(405) 312-1710	mjackson@arbormasters.com
City of Austin Ceres	TX	2023 Ice Storm	Cut, collection, and hauling nearly 100,000 CY of debris consisting of fallen or hazardous trees and limbs from right-of-ways in the City of Austin following ice storm	2/6/2023 - 4/30/2023	\$498,095	99,619 CY	Simon Neuens	(906) 239-7476	
Florida Department of Emergency Management SWFL Response LLC	FL	Hurricane Ian	Performed FEMA funded FDEM debris removal project utilizing our barges on tidally impacted waterways in Lee County.	12/2/2022 - 2/26/2023	\$2,446,722	37,642 CY	Joe Cejka	(954) 826-6960	jcejka@ashbritt.com



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Agency	ST	Event	Description of project	Start and End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Lee County	FL	Hurricane Ian	Prime Contractor for FEMA funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches.	11/29/2022 – 12/16/2022	\$5,766,108	69,793 CY	Phil Gillogly	(239) 850-2636	pgillogly@leegov.com
City of Northport Optimal Recovery LLC	FL	Hurricane Ian	Debris removal, hauling, and disposal from city right-of-ways in Northport, Florida	10/6/2022 – 12/3/2022	\$905,965	184,218 CY	Brent Reedy	(352) 206-5541	optimalrecovery@tam-pabay.rr.com
City of Austin DRC	TX	On-Call	Collection of bulk debris from City of Austin right-of-ways and hauling to final disposal facility	5/1/2022 – 6/26/2022	\$215,829	N/A	Shaun Meek	(469) 628-3390	
"Terrebonne Parish DRC"	LA	Hurricane Ida	Right of way debris removal and hauling resulting from Hurricane Ida. Over 200,000CY of debris removed with our fleet of trucks.	9/9/2021 - 4/17/2022	\$1,068,413	213,683 CY	Glen Nelson	504-214-2892	nelsonbros@cox.net
Terrebonne Parish DNR Group	LA	Hurricane Ida	Responsible for collecting, hauling, and disposing of storm-generated vegetative and other debris in waterways of Terrebonne Parish	12/15/2021 – 5/22/2022	\$2,341,543	39,036 CY	Glen Nelson	504-214-2892	nelsonbros@cox.net
Bayou La Fourche DNR Group	LA	Hurricane Ida	Responsible for collecting, hauling, and disposing of storm-generated vegetative and other debris in waterways of Bayou La Fourche and St. Charles Parish	10/25/21 – 3/01/2022	\$619,704	10,328 CY	Glen Nelson	504-214-2892	nelsonbros@cox.net
Northwest Florida Water Management District	FL	various	As a pre-qualified contractor for the District, we have performed various projects ranging from rebuilding roads, delivering road-building materials, and land clearing.	1/1/2021 - 12/31/2021	\$234,621	N/A	Sean Creel	(850) 867-3205	sean.creel@nwfwater.com
New Indy Paper Mill BKW	SC	n/a	Waste extraction and safe disposal of paper mill-generated sludge from nearby detention ponds	6/22/2021 - 7/26/2021	\$1,073,069	N/A	Bill Webb	(865) 207-3494	bill@bkw-inc.com



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Agency	ST	Event	Description of project	Start and End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Orange County Drainage District	TX	"Hurricane Sally"	Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from waterways.	6/3/2021 – 7/24/2021	\$1,200,000	46,464 LF	Austin Barrow	(409) 745-3225	abarrow@orangecountydrainage.com
Dog Island Conservation District	FL	Hurricane Michael	Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation.	2/23/2021 - 3/8/2021	\$399,000	2,100 CY	Dr. William Stone	(850) 933-2342	williamstone1048@gmail.com
Oklahoma-various	OK	Early ice storm	Right of way debris removal and hauling in various locations across various Oklahoma towns and counties due to early ice storms.	11/4/2020 - 2/8/2020	\$568,375	113,675 CY	John Longton	(580) 264-6028	greenbelturf@yahoo.com
Escambia County BKW	FL	Hurricane Sally	Hurricane Sally right of way debris removal and hauling of vegetative and C&D debris from across the county.	10/1/2020-11/30/2020	\$628,006	125,600 CY	Bill Webb	(865) 207-3494	bill@bkw-inc.com
City of Boulder Custom Tree Care	CO	Early ice storm	Right of way debris removal and hauling in various locations across the city due to early ice storms.	9/16/2020 - 11/20/2020	\$385,500	57,746 CY	Jeremy Britton	(256) 749-4886	jbritton@customtreecare.com
Brazoria County	TX	Hurricane Harvey	Prime Contractor for HUD CDBG-DR/TXGLO funded storm debris removal, hauling, reduction, and site management for Oyster Creek Desnagging project.	4/6/2020 - 7/31/2020	\$4,314,248	74,569 CY 46 miles	Clay Forrister	(979) 864-1267	ClayF@brazoria-county.com
Orange County Drainage District	TX	Hurricane Harvey	Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Cow Bayou.	10/22/2019 - 11/21/2019	\$548,000	46,464 LF	Austin Barrow	(409) 745-3225	abarrow@orangecountydrainage.com
Harris County - Ceres	TX	Tropical Storm Imelda	FEMA reimbursed right of way vegetative and C&D debris removal in Harris County, TX.	9/23/2019 - 10/11/2019	\$248,000	daily rate	Patricia Macey	(281) 729-2305	patricia.macey@ceresenv.com
Orange County Drainage District	TX	Hurricane Harvey	Prime contractor for NRCS funded cleanup of storm debris by the removal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Adams Bayou.	7/22/2019 - 9/12/2019	\$547,400	42,768 LF	Austin Barrow	(409) 745-3225	abarrow@orangecountydrainage.com



Aftermath Disaster Recovery

Pembroke Park, FL – RFP 24-03

Agency	ST	Event	Description of project	Start and End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Harris County Flood Control District	TX	Hurricane Harvey	Cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Greens Bayou and Spring Creek.	7/21/2019 - 8/22/2019	\$680,000	11,681 CY	Jeff Jowell	(832) 347-4856	jeff.jowell@hcfcd.org
Northwest Florida Water Management District-Ashbritt	FL	Hurricane Michael	FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from the Econfina Creek.	2/24/2019 - 3/29/2019	\$943,116	15,719 CY	Sean Creel	(850) 867-3205	sean.creel@nwfwater.com
Jackson County-Ceres	FL	Hurricane Michael	FEMA reimbursed right of way vegetative and C&D debris removal from Jackson County, FL.	10/28/2018 - 2/2/2019	\$397,347	66,225 CY	Stanley Bloodworth	(601) 529-4805	stanley.bloodworth@ceresenv.com
Lee County-East Mulloch Drainage District	FL	Hurricane Irma	Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and final disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from EMDD and Lee County DOT canals. Coordinated with all community and project stakeholders	10/29/2018 - 1/17/2019	\$829,680	27,656 LF	Phil Gillogly	(239) 850-2636	pgillogly@leegov.com
Harris County Flood Control District	TX	Hurricane Harvey	Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Buffalo Bayou and Cypress Creek. Handled permitting, management, and closure of temporary debris reduction sites, reduction of vegetation by grinding, and hauling to final disposal.	2/23/2018 - 11/1/2018	\$3,918,690	17,270 tons/ 120,891 CY 32 miles	Jeff Jowell	(832) 347-4856	jeff.jowell@hcfcd.org



Right of Way Work

Aftermath's ROW capabilities are illustrated through the examples below.



Hurricane Harvey Clean-up

Hurricane Harvey caused over \$125 billion dollars' worth of damage in Texas and Louisiana. Aftermath assisted several agencies on multiple projects that resulted in the removal of over 375,000 cubic yards of debris from the area. These projects included pre-operation assessments to determine the best project approach. The key challenges included formulating a plan for efficiently mapping out the affected areas, which were spread over seven counties, to facilitate the efficient removal of debris while maintaining public safety and the safety of our workforce.

Hurricane Sally Clean-up

In 2020, Hurricane Sally caused over \$7.3 billion dollars in damage. Escambia County in Florida called Aftermath to manage the removal of over 240,000 cubic yards of debris. We managed trucks, skid steer crews, and hand labor to complete the recovery efforts in roughly ninety days.

Baton Rouge, LA Floods

Major flooding in Baton Rouge caused massive amounts of vegetation and construction/demolition debris to wash up. Aftermath worked as the primary subcontractor for the recovery effort, which included managing the mapping, zoning, distribution, and record-keeping. This also included coordinating over 100 trucks and crews to assist in removing over 750,000 cubic yards of debris across the city.

Waterway Work

Aftermath's Waterway clearing capabilities are illustrated through the following examples.



Charlotte County, Florida

In May 2023, Aftermath Disaster Recovery Inc. was contracted by Charlotte County to initiate the NRCS-funded cleanup of storm-generated debris from various water bodies including lakes, ditches, and freshwater canals resulting from Hurricane Ian. In Phase 1, we removed all of the debris from the county's retention ponds in under 10 days. In Phase 2, the bulk of the operation, we removed approximately 40,000 tons of debris from non-navigable waterways and primary ditches across the county. Aftermath deployed eight crews as well as subcontractors to cleanup more than 3.5 miles of canals per day. Aftermath's daily progress reports and weekly status meetings ensured transparency and accountability with the county and NRCS leadership. As part of the funding extension process, an NRCS representative conducted multiple on-site visits to assess the quality of Aftermath's cleanup operations, affirming the excellence of our efforts.

Lee County, Florida

Aftermath Disaster Recovery has been Lee County's emergency waterway debris removal contractor since 2019. In the aftermath of Hurricane Ian, Lee County activated Aftermath to undertake FEMA-reimbursed cleanup operations. Within a 10-day period, our team diligently extracted nearly 70,000 cubic yards of assorted debris, including trees, logs, stumps, brush, blockages, and refuse, from the county's water bodies, canals, and drainage ditches. After successfully securing NRCS funding, our operations tackled an additional 151,000 cubic yards of storm-generated debris in the remaining 40 miles of waterways. Our specialized low-impact marsh buggies and precise execution protected the environmentally sensitive mangroves within the county's waterways as well as

densely populated areas without compromising the mangrove permit requirements or impeding operational efficiency.

Beaufort County, SC

Aftermath performed Hurricane Matthew debris removal from beaches and marshland around Dataw, St. Helena Islands, and the surrounding areas. Aftermath used shallow draft barges, amphibious excavators, and amphibious transport machines to access and remove the debris from difficult to reach locations. Aftermath collected and gathered the debris onto transport barges using our amphibious equipment, and then brought it to a more water-accessible location. From there, our barges transported the debris to an offload site where the loader trucks offloaded the material from the barges and hauled it to final disposal. Over 20,000 cubic yards of debris was removed from the beaches and marshland during this project.

Edin B. Forsyth National Wildlife Refuge, New Jersey

After Hurricane Sandy, the Edwin B Forsythe National Wildlife Refuge in New Jersey presented a particularly sensitive set of challenges for removing debris. Due to the delicate environment of this 40,000 acre wildlife refuge, Aftermath often relied on removing debris by hand rather than machine excavating. This project required removing debris as small as a few inches to as big as entire houses that were swept away in the floods. Seventy people hand-loaded debris into one-ton bags, which was then loaded onto airboats to be carried to transport sleds that Aftermath custom-designed for wetlands. Amphibious equipment transported the sleds to a staging area where the material was then transferred to barges, which ultimately carried the debris to an offload site for loader trucks to offload and transport to final disposal.

Maurice River, Delaware Bay, NJ

In this project, Aftermath was called in to facilitate debris removal from many water bodies after the devastation from Hurricane Sandy. This project involved cleanup from Tuckerton, NJ at Great Bay to the Delaware River and included beaches such as:

- Atlantic City Beach
- Ventnor City Beach
- Margate City Beach
- Ocean City Boardwalk and Beach
- Sea Isle City Beach
- Avalon, Wildwood, and Cape May beaches

Using sonar machines, the team searched up to 16 feet below the surface to look for debris. These lists of targets were then distributed to barges that removed the targeted debris and transported it to offload sites to be collected by trucks and hauled to final disposal.



Sample Work Plan

Charlotte County, Florida

In May 2023, Aftermath Disaster Recovery Inc. was contracted by Charlotte County to initiate the cleanup of storm-generated debris from various water bodies including lakes, ditches, and freshwater canals resulting from Hurricane Ian. Phase 1 of the project focused on the removal of debris from retention ponds spread throughout the county, achieving completion within a remarkable timeframe of under 10 days.

In November, Phase 2 commenced following the finalization of Charlotte County's NRCS grant. This constituted the bulk of the operation, resulting in the removal of approximately 40,000 tons of debris from non-navigable waterways and primary ditches across the county.

To effectively orchestrate this endeavor spanning West County, Mid-County, and South County zones, Aftermath strategically deployed 8 crews, including subcontractors. This concerted effort resulted in the cleanup of an average exceeding 3.5 miles of canals per day. Moreover, Aftermath ensured transparency and accountability by providing daily progress reports and participating in weekly status meetings with county and NRCS leadership.

In response to the evolving scope of the project, Charlotte County diligently monitored both the mileage covered and the remaining budget. As a proactive measure, they successfully secured an additional \$6 million in funding from the NRCS to accommodate the remaining cleanup requirements. Notably, as part of the funding extension process, an NRCS representative conducted multiple on-site visits to assess the quality of Aftermath's cleanup operations, affirming the excellence of our efforts.

The samples below are taken from Aftermath's performance in Charlotte County.



Sample Crew Schedule

Project : EWP Project 5078, FL, County of Charlotte, DSR 12-17-22-5078-066 IAN-CHA-001 debris removal													
Project Assumption			debris removal of 1000 ft / d										
		Crew #1 - West		Crew #2 - Mid		Crew #3 - South		Crew #4 - South		Crew #5 - South		Crew #6 - South	
WORKING DAY #	Objected Date	Location Segment	Equipment	Location Segment	Equipment	Location Segment	Equipment	Location Segment	Equipment	Location Segment	Equipment	Location Segment	Equipment
	1/7/24	Sunday off		Sunday off		Sunday off		Sunday off		Sunday off		Sunday off	
39	1/8/2024	Ditch 1095	john boat, skid steer, loader truck	Ditch 1024	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1042	long stick, skid steer	Ditch 1497	marsh buggy, transport buggy	Ditch 1362	marsh buggy	Ditch 1164	marsh buggy, transport buggy
40	1/9/2024	Ditch 1095	john boat, skid steer, loader truck	Ditch 1024	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1042	long stick, skid steer	Ditch 1496	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1164	marsh buggy, transport buggy
41	1/10/2024	Ditch 1095	john boat, skid steer, loader truck	pause	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1042	long stick, skid steer	Ditch 1172	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1043	marsh buggy, transport buggy
42	1/11/2024	Ditch 1095	john boat, skid steer, loader truck	pause	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1042	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1043	marsh buggy, transport buggy
43	1/12/2024	Ditch 1095	john boat, skid steer, loader truck	pause	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1043	marsh buggy, transport buggy
44	1/13/2024	Ditch 1095	john boat, skid steer, loader truck	pause	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1043	marsh buggy, transport buggy
	1/14/24	Sunday off		Sunday off		Sunday off		Sunday off		Sunday off		Sunday off	
45	1/15/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1365	marsh buggy	Ditch 1043	marsh buggy, transport buggy
46	1/16/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1364	marsh buggy	Ditch 1043	marsh buggy, transport buggy
47	1/17/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1364	marsh buggy	Ditch 1043	marsh buggy, transport buggy
48	1/18/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1364	marsh buggy	Ditch 1043	marsh buggy, transport buggy
49	1/19/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1364	marsh buggy	Ditch 1043	marsh buggy, transport buggy
50	1/20/2024	Ditch 1096	john boat, skid steer, loader truck	Como ww	marsh buggy, excavator, skid steer, mini-ex, tracked truck	Ditch 1104	long stick, skid steer	Ditch 1088	marsh buggy, transport buggy	Ditch 1364	marsh buggy	Ditch 1043	marsh buggy, transport buggy
	1/21/24	Sunday off		Sunday off		Sunday off		Sunday off		Sunday off		Sunday off	

Sample Weekly Report



Weekly Summary Report

Week ending

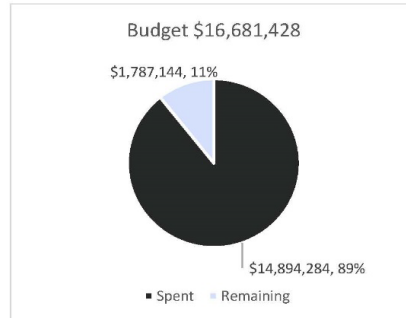
1/22/24

Date Started	Days Worked	Weather Delay Days / Issues
11/1/23	51	0

SOUTH COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	2	Long stick excavator, chainsaw	41.53	27,762.44
2	3	Marsh buggy, chainsaw, tracked truck		
3	3	Excavator, chainsaw, tracked truck		
4	3	Marsh buggy, excavator, chainsaw		

MID COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	3	Marsh buggy, tracked truck, skid steer, excavator, mini-excavator, chainsaw	18.54	8,153.79
2	2	Mini excavator, tracked truck		

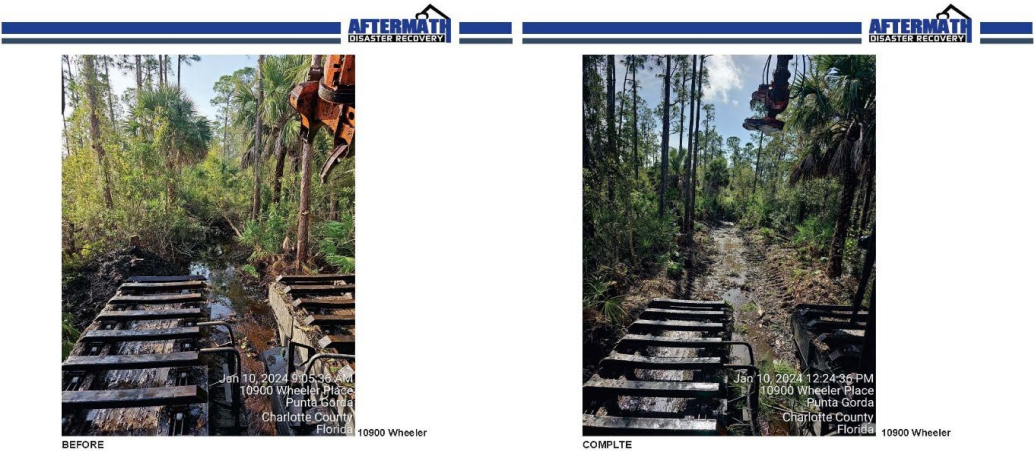
WEST COUNTY				
Crew #	Personnel	Equipment	Miles Completed	Tons Removed
1	2	Mini-ex	119.88	2,657.96



Completed Ditch/Canal Detail

Name	Miles	Location
Ditch 1348	2.5	South
Pelican Ditch	1	South
Ditch 1205	.24	South
Ditch 1204	.03	South
Ditch 1346	3.6	South
Ditch 1051	1.5	South
Ditch 1167	.2	South
Ditch 1173	.2	South
Ditch 1174	.3	South
Ditch 1175	.3	South
Ditch 1177	.2	South
Ditch 1166	.5	South
Ditch 1165	.2	South
Ditch 1350	1	South

Sample Before and After Visual Recording



Sample Daily Report Survey



AFTERMATH DISASTER RECOVERY, INC. DAILY REPORT SURVEY

Project Name:			
Your Name:		Crew Number:	
Zone of work:	Number of personnel on crew:		
Personnel Roles: <i>Check all that Apply</i>	☐ 1 st Equipment Operator ☐ 2 nd Equipment Operator ☐ 3 rd Equipment Operator ☐ 1 st Ground hand/Saw hand ☐ 2 nd Ground hand/Saw hand ☐ 3 rd Ground hand/Saw hand ☐ Turck Driver ☐ Other: _____	Equipment Used: <i>Check all that apply.</i>	☐ 1 st Marsh buggy ☐ 2 nd Marsh buggy ☐ 3 rd Marsh buggy ☐ Tracked Truck ☐ Skid Steer ☐ Excavator ☐ Mini-excavator ☐ Long stick excavator ☐ Chainsaws ☐ Loader truck ☐ John boat ☐ Barges ☐ Airboat ☐ Other: _____
Did any weather conditions impact work? Y/N			
Daily Progress	Starting Point (Enter your Google Pin):		
	Ending Point (Enter your Google Pin):		
Number of weight tickets from the landfill for this crew:		Total tons for today for this crew:	
Issues or Comments			
Please let us know about any issues or breakdowns that happened on the job today.			

**This report may be completed online in a digital format, where available.*



Sample – Load Ticket Tracking

This page represents a sampling from a project in 2023.

Date	TICKET	TRUCK	QTY.	Region
Jan 4 2023	1132774	OPT04KT3E	25.46	MID
Jan 4 2023	1132781	OPTPX9718	26.09	MID
Jan 4 2023	1132822	OPT04KT3E	25.46	MID
Jan 4 2023	1132829	OPTPX9718	25.42	MID
Jan 4 2023	1132875	OPT04KT3E	26.02	MID
Jan 4 2023	1132887	OPTPX9718	28.68	MID
Jan 4 2023	1132934	OPT04KT3E	23.92	MID
Jan 4 2023	1132942	OPTPX9718	26.92	MID
Jan 4 2023	1132981	OPT04KT3E	24.46	MID
Jan 4 2023	1132991	OPTPX9718	25.67	MID
Jan 4 2023	1133048	OPT04KT3E	13.52	MID
Jan 4 2023	1133069	OPTPX9718	18.57	MID
Jan 4 2023	1133116	OPT04KT3E	17.84	MID
Jan 4 2023	1133147	OPTPX9718	19.52	MID
Jan 5 2023	1133151	OPT04KT3E	19.05	MID
Jan 5 2023	1133154	OPTPX9718	21.74	MID
Jan 5 2023	1133250	OPT04KT3E	21.61	MID
Jan 5 2023	1133290	OPTPX9718	21.11	MID
Jan 5 2023	1133348	OPT04KT3E	23.36	MID
Jan 5 2023	1133360	OPTPX9718	22.3	MID
Jan 5 2023	1133413	OPT04KT3E	23.93	MID
Jan 5 2023	1133435	OPTPX9718	22.98	MID
Jan 5 2023	1133474	OPT04KT3E	24.04	MID
Jan 5 2023	1133487	OPTPX9718	22.15	MID
Jan 5 2023	1133561	OPT04KT3E	25.36	MID
Jan 5 2023	1133574	OPTPX9718	24.11	MID
Jan 6 2023	1133600	OPT04KT3E	23.85	MID
Jan 6 2023	1133602	OPTPX9718	24.64	MID
Jan 6 2023	1133638	OPT04KT3E	21.99	MID
Jan 6 2023	1133648	OPTPX9718	24.22	MID
Jan 6 2023	1133677	OPT04KT3E	23.35	MID
Jan 6 2023	1133685	OPTPX9718	27.46	MID
Jan 6 2023	1133727	OPT04KT3E	23.21	MID
Jan 6 2023	1133742	OPTPX9718	24.59	MID

792.6

FEMA Reimbursement

Restoration, clean up and emergency work after a disaster is costly. Aftermath can help the Town of Pembroke Park navigate and apply for FEMA reimbursement to obtain emergency funds to support your restoration and repairs. Our goal is to help your community quickly rebuild after an event, and a key part of that process is receiving all the reimbursement to which you are entitled.

Aftermath's team will work with you to ensure you receive any documentation or other essential information from us to complete the process. We work with all stakeholders, such as FEMA representatives, monitoring firms, Pembroke Park's team, and subcontractors, to ensure maximum eligibility rates.

Overview of the FEMA Process

All projects eligible for FEMA funding follow a similar process. First your local and state governments respond with currently available resources. Then a damage assessment by local, state, and federal agencies determines the loss and recovery needs. Once this has been assessed, the Governor can issue a major disaster declaration and commit state funds to the project. FEMA will then evaluate the request and make their recommendations to the White House for the President to approve or deny a request for a federal emergency declaration. Upon approval, funds will be released shortly after.

To qualify for FEMA reimbursement you must prove:

- The restoration is the result of an emergency or disaster event
- The restoration is located within a designated emergency or disaster area
- The restoration is under your legal responsibility.

If all requirements are met, you can receive funding in as little as a few weeks, or as long as a few months.

Aftermath has worked with many agencies to receive FEMA reimbursements after a disaster. We will help assist and provide guidance on the process as the Town needs. If desired, Aftermath will host a FEMA training session to guide your team through the FEMA requirements and how to prepare for them.

We Help:

- Navigate and apply for FEMA Reimbursement
- Gather documentation and essential information from us
- Coordinate with FEMA representative, monitoring firms, and subcontractors for maximum eligibility



References

To further illustrate our past performances, we offer the following experiences from some of our recent projects. Please see Tab 7: Town Forms for our completed reference form.

Project Experience #1			
Agency	Event	Term	Amount
Lee County, FL	Hurricane Ian	11/20/2022 – 12/20/22	\$12,800,000.00
		6/26/2023 – 9/30/2023	218,000 CY
Description of Project: Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches. Coordinated with all community and project stakeholders.			
Contact Person:	Phil Gillogly		
Contact Phone:	(239) 850-2636		
Contact Email:	pgillogly@leegov.com		

Project Experience #2			
Agency	Event	Term	Amount
Orange County Drainage District, TX	Hurricane Harvey and Laura	7/22/2019 – 9/12/2019	\$547,400
		10/22/2019 – 11/21/2019	\$548,000
		6/3/2021 – 7/24/2021	\$1,275,000
Description of Project: Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Cow Bayou.			
Contact Person:		Don Carona	
Contact Phone:		(409) 221-9227	
Contact Email:		dcarona@orangecountydrainage.com	



Project Experience #3			
Agency	Event	Term	Amount
Dog Island Conservation District	Hurricane Michael	02/23/2021 - 03/08/2021	\$399,000
Description of Project: Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation.			
Contact Person: Dr. William Stone			
Contact Phone: (850) 933-2342			
Contact Email: williamstone1048@gmail.com			

Project Experience #4			
Agency	Event	Term	Amount
Brazoria County, Texas	Hurricane Harvey	04/06/2020 – 07/31/2020	\$4,314,248
Description of Project: Prime Contractor for HUD CDBG-DR/TXGLO funded storm debris removal, hauling, reduction, and site management for Oyster Creek Desnagging project. Removed Debris from 46 miles, 74,569 CY.			
Contact Person: Nancy Friudenberg			
Contact Phone: (979) 864-1860			
Contact Email: nancyf@brazoria-county.com			

Project Experience #5			
Agency	Event	Term	Amount
Harris County, TX Flood Control District	Hurricane	02/23/2018 – 11/01/2018	\$3,918,690.00
Description of Project: Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Buffalo Bayou and Cyress Creek. Handled permitting, management, and closure of temporary debris reduction sites, reduction of vegetation by grinding, and hauling to final disposal. Cleared 32 miles, resulting in 17,270 tons/120,891 CY.			
Contact Person:		John Watson, Facilities Maintenance Manager	
Contact Phone:		(346) 286-4228	
Contact Email:		john.watson@hcfcd.hctx.net	

Litigation History

Aftermath Disaster Recovery, Inc. has no current pending litigation; no pending civil, criminal or administrative proceedings pending against it at this time.

Aftermath Disaster Recovery has no outstanding judgements or liens affecting it.

Aftermath Disaster Recovery has never had any judgement entered against it for any federal, state, or local court, and no criminal conviction or proceeding ever issued against the company or its owner or principals.

Summary

- No litigation
- No pending proceedings
- No outstanding judgements or liens
- No criminal conviction ever issued



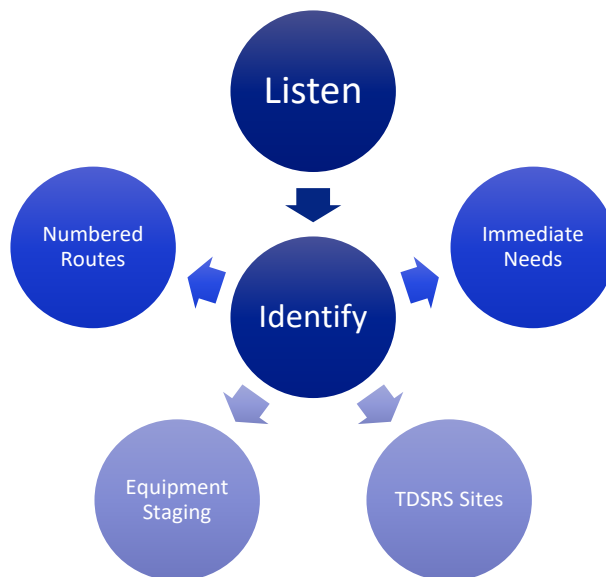
Tab 4: Understanding Project Requirements

Project Understanding

In order to meet the needs of the Town of Pembroke Park, Aftermath will rely on its proven methods, our understanding of the importance of clear and consistent communication, and the priorities of the Town following a disaster. This relationship is best built under blue skies, so we propose to begin with a meeting to plan for potential disasters.

Pre-Planning Activities

As your partner in planning for a major event, Aftermath studies your current debris management plan if one is in place; otherwise, we will assist in the creation of a debris management plan. An annual planning and training activity day is available as requested. This process involves the following steps.



Our steps center around our commitment to listen to and identify the needs of the Town of Pembroke Park.

- Aftermath assists in developing and/or reviewing sector maps of the Town and identifying immediate needs facilities including schools, hospitals, distribution centers, and government buildings.
- We also identify all potential debris and equipment staging sites according to the information the Town provides.
- Routes are then identified and numbered according to your priorities so that we know in advance how we will deploy the rapid response push-crews.

- Once our review is complete, we discuss our findings with the Town to make sure we have accurately captured your priorities into our planning.

Pre-Landfall Protocol

Our Pre-Landfall Protocol builds on our work from the Pre-Planning Activities. Depending on the amount of advance notice given, if an event becomes possible, we employ the following protocol:



72 Hours until possible event

- Vice President of Operations monitors and tracks hurricanes and other weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of any event.
- We communicate with the Town to verify our primary, secondary, and 24-hour emergency contact numbers for our designated personnel.
- Location of all equipment is assessed to ensure the ability to respond as quickly as possible. We have staging sites in strategic locations throughout the Gulf Coast.
- Equipment haul routes are identified and any necessary travel permits are identified.

48 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- Depending upon the strength, size and track of a storm, the appropriate staging location will be chosen to ensure equipment is not impacted by the storm, but is convenient for rapid deployment.
- Assets will include emergency road-clearing equipment, loading and hauling equipment, mobile campers or temporary housing units.

- If government officials choose to stay in place, our project manager would be deployed to the location to ride out the storm to assist in immediate assessments following the event.

24 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- All necessary travel permits would be acquired.
- All equipment units and personnel are staged ready for deployment.

Immediately Post-event

- Once we have a Notice to Proceed, our Project Manager will begin assessments and estimating debris volume with the Town's representative.
- Debris estimates will dictate equipment and personnel requirements.
- The team will identify priorities according to the pre-event planning previously conducted incorporating the current health and safety issues, and environmental issues.
- The equipment staging site is designated.
- All equipment and personnel is deployed to begin operations.

Mobilization

The Town of Pembroke Park's goal is to see your community restored as quickly as possible following a disaster. Our responsiveness helps you achieve this. For example, Aftermath's Project Manager designated to Pembroke Park will begin mobilizing a team within 2 hours of your call with the objective to have equipment staged in less than 24 hours. Our job is to get your cleanup efforts started fast and efficiently while adhering to all local, federal, and environmental laws and regulations.

As always, mobilization, cleanup, and demobilization will occur with as minimal disruption to the public as possible.

See Tab 2 for Equipment List

**Fast
Responsiveness**

Team Mobilization

within 2 hours

Equipment staged

less than 24 hours



Mobilization Process

First, Aftermath will deploy the project manager and begin mobilization of truck drivers, equipment operators, cut crews, push crews, and support personnel as the project requires so they begin staging on-site within 24 hours. Then the Project Manager will coordinate with the Town of Pembroke Park to create a plan for debris removal and be your on-the-ground contact until demobilization is completed.

Project Approach and Methodology

Approach

With Aftermath's proven processes and well-organized approach, the Town of Pembroke Park can trust us to handle all aspects of disaster-related debris clean up and removal as quickly as possible, while complying with all local and federal laws and regulations.

In the middle of a chaotic situation, we bring organization and peace of mind with our approach. First, you will be assigned a Project Manager (PM) who is dedicated exclusively to your project and is only a phone call away throughout the project. This manager will oversee the entire project and be your main point of contact for the duration of the contract.

Once the Project Manager is assigned, we will work through our methodology, as described below.

Methodology

From the preliminary assessment of the disaster site to project closeout, we follow 7 standard steps to ensure compliance, safety, and efficiency for the Town.

7 Steps for Success

1. Damage Assessment & Planning
2. Prioritize Emergency Road Clearance
3. Zone Designations
4. Debris Removal
5. Debris Transferred to TDSRS
6. Zone Completion
7. Site Closure

Step 1: Perform a Damage Assessment and Create Project Plan

The first step before any clean up can commence is to do a preliminary damage assessment. The damage assessment provides guidance on the estimated debris volumes, number of units required for operations, and the methodology for debris removal including the number of units per zone, temporary staging sites, and final disposal sites. This assessment also identifies the hardest hit areas and the highest priority zones to ensure the most critical areas receive attention first.

Our debris cleanup and disposal plan is created to maximize efficiency and safety while being as minimally intrusive to Pembroke Park's residents as possible.



Step 2: Prioritize Emergency Road Clearance

One of our first cleanup tasks is to ensure critical roadways in the area are cleared to allow safe travel for emergency vehicles, debris-removal equipment and trucks, and your residents. Our goal is to remove debris from roadways so they are passable as quickly as possible after the event. The timeline for this will be outlined in our project plan so you can keep the Town's community and businesses informed.

Step 3: Designate Zones

The affected area will be divided into separate zones. The completion of individual zones within the area is dependent on many factors including the amount of debris, the size and type of the roadways, height and location of powerlines, traffic patterns, and distance to disposal sites. Given the various factors, Aftermath will provide an approximate date for completion of the cleanup in each zone. Our work experience enables us to accurately estimate the time to complete a zone given the amount of debris in a zone, the number of units assigned to that zone, and the capacity of those units. Completion will be confirmed by a written release before crews begin work on the next zone.

Step 4: Remove Debris from Disaster Site

Once the Town of Pembroke Park deems the emergency push phase complete, we will begin removing debris from the disaster-affected area. Our trucks load identified debris at the disaster site, and it is made safe for transport. As part of this process, all trucks are measured to determine debris removal capacity, and once certified by a Monitor or Town representative a placard is placed on the truck once reviewed. All debris removal trucks are given load tickets upon pickup to be turned in at the drop off location in order to track the amount and location of debris they remove throughout the project.

Aftermath takes special care to ensure that all debris transported from the disaster site is contained to prevent leaking or spilling during transport. All debris disposal personnel are specially trained in the safe collection and transportation of these materials.

AFTERMATH DISASTER RECOVERY, INC. DEBRIS LOAD TICKET			
Client Name:		Disaster No:	Ticket Number:
Truck Company Name:			
Truck Driver Name:			
Loading Date:		Loading Time:	
Loading Location (Street Address):		Loading Zone:	
DEBRIS QUANTITY			
Truck No.:	Measured CY Capacity:	% Full:	Actual CY Load:
Monitor Name:		Tons:	
DEBRIS Classification		Stump Classification ROW (Public property)	
Vegetative		Small (24"-36" diameter)	
C + D		Medium (37"-48" diameter)	
White Goods		Large (48" or greater diameter)	
Other (state type)			
Dumping Date:		Dumping Time:	
Reduction/Disposal Dumping Location:			
ADR Representative:		Client Representative:	
State Inspector (if applicable):		Federal Inspector (if applicable):	

Load Ticket Template



Debris Definition and Collection

For the safety of the Pembroke Park community, our staff, and assigned contractors, all debris removal is in compliance with FEMA regulations. Work will include all costs to safely remove, transport, and dispose of eligible debris and comply with all required laws and regulations.

Debris collection may include:

ROW Vegetative Debris

(Includes whole trees, stumps, and branches; shrubs; and other leafy material)

We will work closely with the Town's team or a monitoring firm to identify eligible debris prior to removal. Downed vegetation will be cleared from the rights-of-way using grapple trucks and skid steers. We will also ensure that no vegetative debris is left on road surfaces, utilizing a "clean as you go" approach.

Hazardous Tree Limb Removal

If the disaster resulted in only partial damage to trees, damaged and hanging limbs may be removed if they meet a specific set of criteria that may include:

- a limb larger than two inches in diameter
- posing a threat in a public use area
- being located on public property

Hazardous Trees and Stumps

Damaged trees in the designated area of Pembroke Park will be cut flush to ground level when they pose an immediate threat to lives or public health, are on improved property, are six inches in diameter, and at least one of the following:

- leaning more than 30 degrees
- has fallen or become uprooted within a public use area
- over half the tree crown is damaged
- the tree trunk is split or broken branches expose heartwood

For tree stumps, the Town will measure and certify any stumps to be removed by Aftermath if:

- at least half of the root ball is exposed
- the stump is 24 inches or more in diameter



- the stump is on improved public property or a public right-of-way
- poses a health or safety risk

Construction and Demolition Debris

All construction and demolition debris will be identified and marked for disposal, reduction, or recycling, including lumber and wood, gypsum and wallboard, glass, metal, roofing materials, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully-cured asphalt, equipment, furnishings, and fixtures.

Hazardous Waste

Special care and attention will be taken when removing hazardous or potentially hazardous materials from disaster sites at Pembroke Park. Aftermath and its contractors strictly follow all environmental and safety guidelines to keep site personnel and the public safe during removal, transport and disposal of these materials. Eligible debris will be sorted into the following categories:

- Household hazardous waste that is classified as being corrosive, toxic, ignitable, or reactive (e.g.: motor oils, batteries, cleaning solutions, chemicals, unidentified liquids, paints, light bulbs)
- White goods (e.g.: destroyed or discarded household appliances)
- Electronic waste (e.g.: including computers, TVs, monitors ... etc.)

Putrescent Debris

If the disaster site resulted or uncovered any putrescent or rotting debris, it will be removed and disposed of in accordance with all federal, state, and local regulations. This includes animal carcasses and other fleshy organic matter.

ROW Sand, Soil, and Sediment

If the situation requires the removal of contaminated or unsafe sand, soil, or sediment it can be removed to the designated depth by Aftermath. This includes removal from the Town's streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

On-site Vehicles and Vessels

Vehicles and vessels will be removed from the site if they present a hazard or threat at the entrance and exit in a public area or if it has been abandoned.

Step 5: Transportation of debris to the designated Temporary Debris Staging and Reduction Site (TDSRS)

All debris collected from the Town's site will be taken to a before being transported to its final destination. This site has strict perimeter controls to maintain the safety of the contractors and the general public. At this location, the debris is sorted, reduced according to Town specifications, and loaded onto transport vehicles to be delivered to designated Final Disposal Sites as required by law.



The debris removal step may include separation of:

- ROW vegetative debris
- construction and demolition materials
- hazardous waste (household, white goods, and e-waste)
- putrescent debris
- sand, soil, and sediment
- on-site vehicles and vessels

Step 6: Complete Work in Each Zone

Once the debris removal crew indicates that a zone is complete, the Project Manager, a Pembroke Park representative, and the monitoring company will all verify that the debris removal is complete. Completion will be confirmed by a written release before crews begin work on the next zone.

Step 7: Close Out Site

When all cleanup and debris removal have been completed, the site will be shut down and all equipment, storage tanks, and other temporary structures will be removed. Aftermath will return the Town's site to its original condition prior to the damage, including analyzing site samples to ensure they meet EPA guidelines.

The final step occurs when Aftermath provides the Town of Pembroke Park with written notification of the site closure, including all site records for the project.

Daily Standard Workflows

To maintain a high standard of operational procedures, daily checklists and workflows will be followed during the project. These may include:

- **Start-of-day workflows** - Safety meetings are conducted each morning. Work assignments for each crew are reviewed by your Project Manager. Crews then ensure they have all the necessary equipment to complete their assignments. The team also reviews any safety procedures or concerns before starting work for the day.
- **During-the-day workflows** - Each team proceeds to perform their assigned tasks. Load tickets are provided for every load that leaves the site to ensure the chain of custody.
- **End-of-day workflows** - All equipment is secured and shut down. If any issues or concerns arose during the day they are discussed as a team. The Project Manager collects daily load tickets and they are entered into a database to ensure

timely record keeping. Each crew ensures that necessary fuel and supplies are ready for the next day.

At the end of each day, your Project Manager will provide the Town of Pembroke Park and the Debris Manager a daily report summarizing the activities and progress from the day.

Aftermath's frequent communication, streamlined process, and ability to tailor our approach based on unique needs are why our clients consistently choose us. Our process places Pembroke Park at the center of our work, and everyone on our team aims to serve your goals and needs. We are happy to adjust our process as you need to ensure the Town of Pembroke Park is able to make a fast recovery after any event.

Temporary Debris Staging and Reduction Site (TDSRS) Management

When disaster strikes, the best way for a speedy recovery is to follow a proven process that works. That's why Aftermath has a comprehensive plan to manage the collection and disposal of debris and contaminated materials safely and efficiently through a designated TDSRS. We do this by thoroughly planning out the site and running an efficient staging, reduction (if applicable), and removal process.

TDSRS Planning & Management

Site Establishment

Before any work begins, Aftermath first assists Pembroke Park in determining the best TDSRS locations from all available options. Once the site(s) is identified, photographs and videos are taken to record site conditions prior to usage. Soil samples may also be collected to establish the soil conditions.

Perimeter controls

Responsible disaster debris clean up requires the strictest perimeter controls to prevent waste and contaminants at the TDSRS from entering the surrounding environment or community. Depending on the location of the TDSRS and the nature of the debris, one or more perimeter controls will be used:

- Stormwater controls (e.g.: curbs, berms, hay bales, silt fences)
- Wind controls (e.g.: slatted fencing, tarping, or appropriate covers)
- Preventative spill measures (e.g.: oil booms or filter fabric inlet protection)
- Preventative tracking measures (e.g.: gravel, quarry blend, or rumble strips at exits)



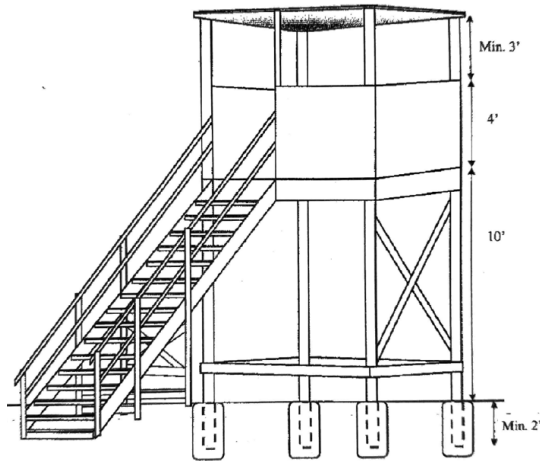
Aftermath is so confident in our perimeter controls, that in the unlikely event a spill or leak occurs, we will take immediate action to get the leak under control, report the incident to local authorities, and pay all clean up costs associated with the spill.



Aftermath is able to assist the Town in selecting TDSRS locations, applying for permits if necessary, and will return each site to its original condition once operations are complete.

Inspection Towers

To provide a safe location for monitors to inspect truck loads, Aftermath will construct at least one OSHA- and FEMA-compliant inspection tower or adequate scissor lift. The tower will safely fit at least three individuals at a time with 64 square feet of usable floor area.



Example Inspection Tower Drawing

On-site Personnel

To oversee the safety and compliance, Aftermath ensures the following staff are on all TDSRS sites:

- **TDSRS Foreman:** responsible for monitoring and documenting equipment and labor time.
- **TDSRS Safety Manager:** responsible for traffic control and ensuring site operations remain compliant with state and federal Occupational Safety and Health (OSHA), FEMA, and environmental regulations
- **TDSRS Site Manager:** oversees debris removal contractors and on-site debris processing contractors to ensure they are compliant with their contract.

TDSRS Operations

Debris Staging → Debris Reduction → Final Disposal

Debris Staging

Once the TDSRS site begins operating, debris from nearby areas is brought on-site to this central location. The debris is then staged according to its classification, such as vegetative debris, C&D, and household waste. Each TDSRS site is monitored to ensure debris is separated into its appropriate classification prior to removal.

Debris Reduction

In some cases, the TDSRS becomes overrun with debris before it is time to haul the debris to final disposal. In these situations, Aftermath can perform reduction activities, such as grinding vegetative waste to mulch or incineration. As part of establishing the TDSRS, we will work with Pembroke Park to determine if reduction will be needed for the specific project.

Debris Recycling

Aftermath believes that all vegetation should get recycled, and we work with our clients to make sure all rules and regulations are met with this goal in mind. Recycling mulched debris benefits local landfills and the Town by reducing waste that would otherwise take up space in a landfill, providing the landfill with cover, and often has a lower final disposal cost.

Hauling Debris to Final Disposal

The staged debris will be hauled to final disposal at the designated location. To measure and control debris removal, when debris is moved from the temporary debris site to final disposal a load ticket is issued from the monitor. The load is then driven directly to the Final Disposal Site to dispose of the debris in accordance with all federal, state, and local rules and regulations.

TDSRS Breakdown

Site Remediation

When the site is no longer needed, it will be closed once all temporary structures, materials, and waste have been removed from the premise. Aftermath will return the site to its original condition prior to the project, including analyzing site samples to ensure they meet EPA guidelines.

For your convenience, Aftermath will provide written notification of the site closure, including all chain of custody records for the project.

Demobilization Process

After TDSR closeout procedures have been completed and approved, the Project Manager will begin demobilization to remove all equipment from the area. This process is often completed within 36 hours, including the delivery of all final project reports and documentation.

Post Project

Once Pembroke Park's project is deemed complete, Aftermath is available for Post-Disaster Recovery meetings to discuss the operations, training, monitoring, and development of the project as a review and for the future preparation of the Town.



Safety Record and Training

Aftermath Disaster Recovery, Inc.'s safety record reflects our commitment to the safety of our crews while being in a high-risk industry. Because we perform virtually all our own work as opposed to subcontracting our labor out, our incident exposure is greater. We have, however, an incentive to ensure a safe work environment and promote a culture of safety because the actual work being performed is covered by our insurance. Our safety manual is available for review upon request.

	2019	2020	2021	2022	2023
Total Recordable Incidents	1	0	0	0	0
Total Lost Workdays	30	0	0	0	0
Total Incidents involving a fatality	0	0	0	0	0
Citations/Violations	0	0	0	0	0
Maritime claims asserted	0	0	0	0	0
General Liability claims asserted	0	0	0	0	0

Safety Training

Aftermath provides training for new hires at all levels of responsibility. Supervisors are provided with orientation and trained in all safety rules and materials by top management, and then work alongside current supervisors as a mentor for a two week period to make sure site safety requirements and safety operations are understood.

Our employee training addresses operational issues along with health, safety, and human resources. Because of the nature of our work, it is imperative that our safety policies and procedures are communicated clearly. The safety manager assess training needs and coordinates any necessary training in order to meet the company's minimum training requirements.

We have a track record of consistently and effectively able to fill all requirements put forth by the Town of Pembroke Park.



Documenting and Resolving Damages

Aftermath is dedicated to full transparency during the entire project. While our processes are clearly defined and our team takes special care when on-site, the unpredictability of disaster debris removal sometimes results in incidental damages. In the event that any incidental damages occur, your Project Manager will personally field all complaints to address 100% of community concerns.

Damage Resolution

100%

of customer complaints
fielded by your Project
Manager

To expedite solutions, we aim to resolve all matters typically in one day, but certainly within no more than a few days. If resolutions cannot be reached in this timeframe, the matter will be escalated to Aftermath's general liability carrier immediately.

We take resolving issues seriously, and that's why each step of our process is documented on our tracking form from inception to resolution, ensuring each complaint is adequately addressed. Because our job is to serve Pembroke Park and the surrounding community, we believe that how we handle issues is a direct reflection on our commitment to serve, and we always work to find a speedy resolution.

Sample Incident Report Form

Incident Report Form



Details from Person Completing the Form				
Today's Date		Time		Incident #
Name			Title	

Details of the Incident			
Name of Person Reporting			
Phone		Email	
Address of the Incident			
Description of damages			
Name of Contractor/Subcontractor/Individual (if known)			

Follow Up			
Investigated by		Date	
Plan of action			
Damage Attributed to		Cost	
Expected Date for Resolution			

Closeout	
Date Release Signed	

Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2024

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

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

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT
NAME: RM Home Office
PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374
E-MAIL: certs@truenorthcompanies.com

INSURED
Aftermath Disaster Recovery, Inc.
1826 Honeysuckle LN
Prosper TX 75078

AFTEDIS-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safe Harbor Insurance Company	12563
INSURER B : American Interstate Insurance Company	31895
INSURER C : Great American Insurance Company	16691
INSURER D : Nautilus Insurance Company	17370
INSURER E : Key Risk Insurance Company	10885
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 501136081

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	ECP2041747-11	9/27/2024	9/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	BAP2041745-11	9/27/2024	9/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		FFX2041748-11 OMX4016532	9/27/2024 9/27/2024	9/27/2025 9/27/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 XS WC/P&I \$ 5,000,000/10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A	AVWCFL3308342024	9/27/2024	9/27/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Pollution		ECP2041747-11	9/27/2024	9/27/2025	Limit/Ded 1,000,000/5,000
C	Rented Equipment		OMH4016532	9/27/2024	9/27/2025	Limit/Ded 150,000/1,000
A	Vessel Pollution		V-14151-24	9/27/2024	9/27/2025	Limit/Ded 5,000,000/0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Excluded Officer Melanie Corley

If Yes is indicated above for add'l insd form Gen Liab ECP1246 01/21 (ongoing) and ECP1248 01/21 (completed ops) and Auto BENV CA 06 09/17 applies. If Yes is indicated above for waiver of subrogation forms Gen Liab ECP1260 01/21, Auto CA0444, and WC WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Excess/Umbrella liability policy starting in FFX extends over the Auto and General Liability and Excess/Umbrella liability policy starting in OMH extends over Protection & Indemnity and Workers Compensation Employer's Liability. 30 day notice of cancellation (10 days due to nonpayment) applies to the general liability and workers compensation coverage as per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Tab 5: Approach and Method

Scenario Management Plans

Aftermath believes that our approach sets us apart from our competitors. When a disaster hits, you are **not** one of a dozen pre-event contracts on our client list. The top levels of our leadership are personally involved with your Town to understand your needs and priorities so that we can make sure to direct our operations in the most effective and efficient way possible when a disaster hits. To that end, we offer extensive pre-planning and collaboration. We share with you our knowledge and experience having worked every major Hurricane since Hurricane Charlie in 2004 so we can get your community back to normal as quickly and efficiently as possible following an event. Finally, with our fleet of owned equipment and our knowledgeable labor force, we do the vast majority of our own work, so from the top to the bottom we are unified and coordinated, communicating seamlessly. **See Tab 4: Understanding of Project Requirements for mobilization and operational plans**

For the scenarios presented in the Town of Pembroke Park's RFP, we offer the following overview plans:

Scenarios 1 and 2: up to 20,000 CY Total Volume

Following our pre-event planning protocol, our Project Manager would be dispatched. A **total of 5 self-loading debris trucks** would be immediately dispatched to be onsite in 24 hours. **Two TDSRS sites** would be established with the Town's approval.

Event Type 1: Spot Jobs – Localized

Aftermath is ready to handle large and small events, as well as assist Town of Pembroke Park's resources as needed. If a spot job is needed, our team has the experience to provide removal, hauling, and/or reduction by chainsaw to clear localized woody debris.

Operational Approach	Resources
Aftermath begins by listening to the representatives of Town of Pembroke Park in order to understand the impact of the event and to determine the Town's priorities. Conduct post-event assessment to determine scope of damages and equipment needs. Aftermath's project manager will deploy the necessary equipment and crews. The project manager would also be responsible for quality control. In this event, debris would likely be removed and hauled to a local recycling facility.	Project manager Self-loaders and skid steer crews



Event Type 2: Small Event

In case of a small, Town-wide event, Aftermath is prepared to provide the necessary supervision, qualified personnel, and the equipment to remove, haul and properly dispose of all types of debris with our **own resources**, making sure government land is properly reclaimed at the conclusion of the work.

<i>Operational Approach</i>	<i>Resources</i>
Aftermath begins by listening to the representatives of Town of Pembroke Park in order to understand the impact of the event and to determine the Town's priorities. If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing. Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs. The Project manager then deploys necessary equipment and crews. Aftermath's project manager would also be responsible for quality control. Aftermath's 10 company owned self-loader trucks with an average capacity of 170CY provides more than adequate resources to respond to any small event to haul and properly dispose of all types of debris.	Project Manager Site manager TDSRS management equipment, if needed Self-loaders and skid steer crews

Aftermath will review and confirm the zones established during the pre-planning meeting with the Town. The Town will approve and confirm the locations of the TDSRS locations. Work will begin, in an orderly and methodically manner, prioritizing the Town's needs.

Work plan overview:

<i>Zones</i>	<i>Work Description</i>
Zone 1	Unit 1 will begin at the northern boundary working of the established zone on all north-south roads while progressing west.
Zone 2	Unit 2 will begin at the northern boundary of Zone 2, working all east and west roads while progressing south.



Zone 3	Unit 3 will begin working Zone 3, on all east and west roads while progressing south. Unit 3 will utilize a second debris staging area.
Zones 4	Unit 4 will begin working all east and west roads in zones 4 and 5 while progressing south. Unit 4 will utilize the second debris staging area.
Zone 5	Unit 5 will begin working all east and west roads in Zone 6 while progressing south. Unit 5 will utilize the second debris staging area.

Scenario for Types 3-5 -100,000+ CY Total Volume

Following our pre-event planning protocol, our Project Manager would be dispatched. A total of **10 self-loading debris trucks** would be immediately dispatched to be onsite in 24 hours. **Six TDSRS sites** would be established.

Event Type 3: Significant Event – Removal, Reduction, Hauling - Woody Debris Only

If an event is significant in scope, Aftermath is able to provide the supervision, labor, and equipment necessary to reduce and haul woody debris to a planned disposal site. Our team can help navigate the rules and regulations to meet FEMA requirements, if applicable.

<i>Operational Approach</i>	<i>Resources</i>
Aftermath begins by listening to the representatives of the Town of Pembroke Park in order to understand the impact of the event and to determine the Town's priorities. If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing. Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs. The Project manager then deploys necessary equipment and crews. Aftermath would respond with all company owned assets and, drawing from our pool of vetted	Project manager Site manager Quality control manager TDSRS management equipment Reduction equipment In-house Self-loaders and skid steer crews Vetted subcontractor crews.

subcontractors, would mobilize the number of units determined necessary.

We can provide as many self-loading hauling units that the Town of Pembroke Park may request.

TDSRS management will be managed by Aftermath site manager and owned equipment. All reduction site crews are trained in property reclamation in order to thoroughly restore the site at the conclusion of the operation.

We would conduct first and second pass on the woody debris which would be reduced and recycled at the TDSRS.

Event Type 4: Significant Event – Removal, Reduction, Hauling and Separating - Mixed Debris

In a significant, Town-wide event, Aftermath has the capability to remove, reduce, and haul mixed debris to the planned disposal site. Categories of debris are segregated at the TDSRS according to type and the TDSRS management plan.

Operational Approach	Resources
Aftermath begins by listening to the representatives of the Town of Pembroke Park in order to understand the impact of the event and to determine the Town's priorities. If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing. Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs. The Project manager then deploys necessary equipment and crews. Aftermath would respond with all company owned assets and, drawing from our pool of vetted subcontractors, would mobilize the number of units determined necessary. We can provide as many self-loading hauling units that the Town may request.	Project manager Site manager Quality control manager TDSRS management equipment Reduction equipment In-house Self-loaders and skid steer crews Vetted subcontractor crews.

TDSRS management will be managed by Aftermath site manager and owned equipment. All reduction site crews are trained in property reclamation in order to thoroughly restore the site at the conclusion of the operation.

We would provide samples of public messaging the Town can utilize to instruct the community on methods for segregating debris according to debris type. Messages can include how to stack debris in order to minimize mixed piles of debris.

We would conduct first and second pass on woody debris which would be reduced and recycled at the TDSRS.

Then we would conduct third and final pass to pick up C&D and mixed piles to be hauled directly to final disposal.

Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating - Mixed Debris

In a catastrophic event, Aftermath is prepared to remove, reduce, recycle and haul mixed debris to multiple disposal sites.

Operational Approach	Resources
Aftermath begins by listening to the representatives of the Town of Pembroke Park in order to understand the impact of the event and to determine the Town's priorities. If a monitoring firm is present, we will begin collaboration for consistent communication and data sharing. Aftermath will conduct a post-event assessment to determine scope of damages and equipment needs. The Project manager then deploys necessary equipment and crews. Aftermath's project manager would also be responsible for quality control. Aftermath would respond with all company owned assets and, drawing from our pool of vetted	Project manager Site manager Quality control manager TDSRS management equipment Reduction equipment In-house Self-loaders and skid steer crews Vetted subcontractor crews.

subcontractors, would mobilize the number of units determined necessary.

We can provide as many self-loading hauling units that the Town may request.

TDSRS management will be managed by Aftermath site manager and owned equipment. All reduction site crews are trained in property reclamation in order to thoroughly restore the site at the conclusion of the operation.

We would provide samples of public messaging the Town can utilize to instruct the community on methods for segregating debris according to debris type. Messages can include how to stack debris in order to minimize mixed piles of debris.

We would conduct first and second pass on woody debris which would be reduced and recycled at the TDSRS.

Then we would conduct third and final pass to pick up C&D and mixed piles to be hauled directly to final disposal.

Aftermath will again review and confirm the zones established during the pre-planning meeting with the Town. The Town will approve and confirm the locations of the TDSRS. Work will begin, in an orderly and methodically manner, prioritizing the Town's needs.

Zones	Work Description
Zone 1: Units 1 and 2	Unit 1 will begin at the northern boundary working all north and south roads while progressing west. Unit 1 will utilize Staging Area 1. Unit 2 will begin at the southern boundary of Zone 1 working all east and west roads while progressing north. Unit 2 will Staging Area 1.
Zone 2: Units 3 and 4	Unit 3 will begin at the northern boundary of Zone 2, working all east and west roads while progressing south. Unit 3 will utilize Staging Area 2. Unit 4 with begin at the southern boundary of Zone 2 working all east and west roads while progressing north. Unit 4 will utilize Staging Area 2.
Zone 3: Units 5 and 6	Unit 5 will begin working at the northern boundary of Zone 3, working all east and west roads while progressing south. Unit 5 will utilize Staging Area 3. Unit 6 will begin at the southern boundary of Zone 3, working all east and



	west roads while progressing north. Unit 6 will utilize the TDSRS Staging Area 3.
Zone 4: Unit 7	Unit 7 will begin working at the northern boundary of Zone 4, working all east and west roads while progressing south. Unit 7 will utilize Staging Area 4.
Zone 5: Unit 8	Unit 8 will begin working at the northern boundary of Zone 5, working all east and west roads while progressing south. Unit 8 will utilize Staging Area 5
Zone 6: Units 9 and 10	Unit 9 will begin working at the northern boundary of Zone 6, working all east and west roads while progressing south. Unit 9 will utilize Staging Area 6. Unit 10 will begin on the southern boundary working all east and west roads while progressing north. Unit 10 will utilize Staging Area 6.

FEMA adherence

Aftermath Disaster Recovery's projects primarily receive FEMA reimbursement, but we have extensive experience with NRCS, NRDA, and HUD CDBG-DR grant funding sources as well.

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal payments are based on Project Worksheets, final inspections and audits, the proper documentation of costs is an absolute requirement.

Aftermath's team will work with Town of Pembroke Park to ensure you receive any documentation or other essential information from us to complete the process. We work with all stakeholders, such as FEMA representatives, monitoring firms, the Town's team, and subcontractors, to ensure maximum eligibility rates. **See Tab 3: Past Performance – Section: Experience Chart** for Aftermath's work history of FEMA-reimbursed projects and **Tab 3: Section: FEMA Reimbursement** for more information regarding protocols regarding FEMA compliance.

Quality Control Plan Summary

Purpose

Aftermath Disaster Recovery, Inc.'s Quality Control Plan (QCP) for projects is established to maintain the highest quality work and best practices in the industry.

To assure compliance with the requirements of the contract, the QCP applies to all phases of work for each of the above scenarios. All subcontractors and suppliers will adhere to Aftermath's established procedures and policies. The QCP covers all aspects of the debris operation and includes safety at all work sites including debris collection sites and TDSRS.

Quality Control Management

Aftermath's core values include performing quality work. Because most of our work is self-performed, we have a high incentive to closely monitor the quality and practices of our work. The personalized attention each project receives is a core component of our Quality Control practice. The project team, including full-time staff and any subcontractors, report to the ADR Project Manager and the Vice-President of Operations.

Aftermath's project manager assigned to the project will be the first point of contact for any quality control questions. Quality management practices and principles are reviewed and tailored as needed to meet the needs of the organization and the project.

Procedures

Aftermath firmly believes that written quality control testing and inspection procedures create a strong Quality Control Plan. Our documentation revisions are periodically distributed and available to staff and any subcontractors working with Aftermath.

As a component of Aftermath's management practices, communication practices include daily reports which capture the main activities of each day. These reports summarize the work performed, the types of equipment on-site and the hours of operation during the reporting period. Any inspections and tests conducted, along with the results, are also recorded on the report.

In addition, Aftermath maintains safety protocols for workers and visitors to TDSRS and debris collection sites. OSHA and environmental requirements are met, and a safety officer is assigned to the project for the duration of the contract. Worker protection, traffic control, and work zone safety practices are enforced. Any deficiencies found during the work process are reported and proposed remedial activities are implemented to remedy existing non-conformances.

Aftermath employees and subcontractors will follow Aftermath's protocols for determining decisions on questionable debris. Staff are trained and knowledgeable regarding debris, debris segregation, and proper loading and unloading procedures as well as inspecting



trucks. Work must be satisfactorily completed and accepted by Aftermath in accordance with the contract and project requirements.

To ensure best practices and procedures for quality control, Aftermath maintains

- Up-to-date training for personnel
- Services, equipment, and other supplies that conform to specified requirements
- Well-maintained equipment, managed by on-site staff mechanics
- Certifications for special processes, procedures, and equipment

SAMPLE DEBRIS SITE SAFETY AUDIT FORM			
LOCATION:		PHONE NO:	
MUNICIPALITY:		PHONE NO:	
CONTRACTOR:		DATE:	
INSPECTED BY:	PRINT NAME: _____ SIGNATURE: _____		
INSPECTION TOWER CONSTRUCTION & SAFETY			
Structural Integrity	Are towers constructed using sound construction materials as recommended specifications for debris site inspection towers?		
Inspection Tower Construction Specifications	“Scope of Work (Example) Site Management for Debris Removal” The contractor shall construct an inspection tower. The tower floor elevation of the tower shall be 10 feet above the existing ground level. The tower shall be constructed of 2"x 8" joists, posts. The perimeter of the floor area shall be protected by a 1/2" plywood. The floor area shall be covered with a corrugated tin roof headroom below the support beams. Wooden steps shall provide access with a handrail.		
Tower Anchorage	Are all towers, including construction scaffolding, properly secured from falling or tipping if hit by vehicles, strong winds, or other hazards? Are anchorage points secure and preferably of the screw anchor type? Are all anchorage points and guy wires clearly marked and labeled for drivers and other personnel to assist in preventing accidental damage?		
Accessibility	Are stairways and side rails or permanently attached ladder walkways and workstations above 6 feet?		
Bump Hazards	Are all low crossbeams including scaffolding, marked with warning if less than 6 feet in height on all walkway areas?		
Heating	If propane heaters are used, is adequate ventilation provided to prevent carbon monoxide build-up? Are all combustible materials not placed or left near the heat source?		
Motorized Elevated Work Platforms	Are all safety procedures regarding dangers such as overhead power lines and protection from other vehicles in place? Are scissor lifts, articulating booms or other commercial trucks that are being used specifically designed and approved for use on debris sites? No scissor lifts designed for indoor use are allowed to be used on debris sites.		
Personal protection & safety			
Eye And Face Protection	Is each employee wearing the appropriate eye or face protection when exposed to eye or face hazards from flying particles?	Yes	No
Foot Protection	Is each employee wearing protective footwear (preferably steel-toed safety boots or shoes) when working in areas where there is a danger of foot injuries due to falling or rolling objects or objects piercing the sole?	Yes	No
Personal Visibility	Are all personnel wearing high visibility (safety orange) vests when working on ground level at all debris sites?	Yes	No
Head Protection	Are all personnel wearing protective hardhats when working in areas where there is potential for injury to the head from falling objects?	Yes	No
Hearing Protection	Are all personnel wearing hearing protection when subjected to excessive noise and sound?	Yes	No
RESPIRATORY PROTECTION			
Respirators	Are disposable particulate respirators (dust masks) available for use by all personnel?	Yes	No
Personal safety & Health			
Training	Does initial training include a thorough review of hazards and accidents associated with the job?	Yes	No
	Is adequate instruction in the use of personal protective equipment provided?	Yes	No
Sanitation & Hygiene Facilities	Are portable toilets provided if no facilities are immediately available at the site?	Yes	No
First Aid	Is a first aid kit and bottled water available at the site?	Yes	No
Emergencies	Is the location and phone numbers of nearest hospital or doctor, and police available to all site personnel?	Yes	No
Severe Weather	Is an emergency notification plan in place to ensure severe weather information is communicated to tower personnel and that any emergencies originating at the site can be rapidly addressed?	Yes	No
	Is a mobile or fixed phone available on-site for use in the event of an emergency?	Yes	No
Ground Operations & Equipment Safety			
Heavy Trucks And Machinery	Is a traffic control system for truck traffic established within the debris site?	Yes	No
	Is there a traffic control system established for the safe entrance and exit to the debris site?	Yes	No
Chippers, Tub Grinders & Conveyors	Are manufacturer's operating and safety procedures being followed for the particular chipper/grinder machine on site?	Yes	No
	Are all non-essential personnel observing a 300 ft. safety zone while machinery is in operation?	Yes	No
Air Curtain Incineration	Are fire safety precautions in place and adequate clearance established to prevent accidental fire spread?	Yes	No
	Are equipment operators checking for hazardous waste (i.e. batteries, PVC piping, solvents, pesticides, compressed gas cylinders, etc.) and munitions may not have been properly separated from "burnable" trash?	Yes	No
Fire Emergency Procedures	Is there a clear fire response plan for each debris site?	Yes	No
	Are an adequate number of fire extinguishers available and chosen for the type of fire most likely to occur in that area?	Yes	No
Electrical	Are extension cords out of the traffic lanes where they can be abused by heavy traffic?	Yes	No

Sample Debris Site Safety Audit Form



Tab 6: MBE Participation

Local and MBE Participation

We value each member of our team who aids in serving communities who are suffering. Our first goal is to serve our client. We accomplish that goal by valuing our relationships with our subcontractors so that they will also serve our client well. Our goal in laying out a management protocol is to provide clear communication and expectations so we can more effectively execute our disaster recovery efforts to the benefit of our client and the community.

Ultimately, subcontractors are acting under the umbrella of Aftermath, and we are responsible for ensuring their work product and conduct for Town of Pembroke Park are of the highest standards.

As a Texas-certified HUB business, Aftermath puts forward extra efforts to work with local and MBEs when possible.

Local and MBE Inclusion Initiatives

Aftermath understands that diversity and inclusion are a key part of a successful business. To accomplish this, Aftermath sources subcontractors from a variety of sources including:

- Minority and small business trade associations
- Business development organizations and local chambers of commerce
- Via review sources from the Dynamic Small Business Search site
- Via review sources from the System for Award Management site
- Via review sources from the Department of Veterans Affairs, Vendor Information Pages VIP



Tab 7: Town Documents

INFORMATION FORM
DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

1. Legal Business Name <u>Aftermath Disaster Recovery, Inc.</u>	
2. Street Address <u>1826 Honeysuckle Ln</u>	
3. City, State & Zip <u>Prosper, TX 75078</u>	
4. Type of Business: <u>Corporation</u> State of Registration: <u>Texas</u> (Association, Corporation, Partnership, Limited Liability Company, etc.)	
5. Name & Title of Authorized Signer: <u>Adam Gonzalez, Director of Business Operations</u>	
6. Primary Contact <u>Adam Gonzalez</u>	
7. Phone <u>(972) 984-8969</u>	Fax _____
8. E-mail <u>Adam@aftermathdisaster.com</u>	
9. Company Website <u>www.AftermathDisaster.com</u>	
10. Has your company ever been debarred from doing business with any federal, state, or local agency? Yes _____ No <u>X</u> If Yes, please state the agency name, dates, and reason for debarment. <u>N/A</u> _____ _____ _____	

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

Copy of Current Business License

Form 201 Secretary of State P.O. Box 13607 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$300	 Certificate of Formation For-Profit Corporation	Filed in the Office of the Secretary of State of Texas Filing #: 801820281 07/22/2013 Document #: 491158170002 Image Generated Electronically for Web Filing								
Article 1 - Entity Name and Type The filing entity being formed is a for-profit corporation. The name of the entity is: AFTERMATH DISASTER RECOVERY INC The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.										
Article 2 - Registered Agent and Registered Office ☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of: OR ☒ B. The initial registered agent is an individual resident of the state whose name is set forth below: Name: MELANIE CORLEY C. The business address of the registered agent and the registered office address is: Street Address: 1826 HONEYSUCKLE LN PROSPER TX 75078 Consent of Registered Agent ☐ A. A copy of the consent of registered agent is attached. OR ☒ B. The consent of the registered agent is maintained by the entity.										
Article 3 - Directors The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below: Director 1: MELANIE CORLEY Address: 1826 HONEYSUCKLE LN PROSPER TX, USA 75078										
Article 4 - Authorized Shares The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below. <table border="1"> <thead> <tr> <th>Number of Shares</th> <th>Par Value (must choose and complete either A or B)</th> <th>Class</th> <th>Series</th> </tr> </thead> <tbody> <tr> <td>1000000</td> <td> ☒ A. has a par value of \$.01 ☐ B. without par value. </td> <td></td> <td></td> </tr> </tbody> </table> If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.			Number of Shares	Par Value (must choose and complete either A or B)	Class	Series	1000000	☒ A. has a par value of \$.01 ☐ B. without par value.		
Number of Shares	Par Value (must choose and complete either A or B)	Class	Series							
1000000	☒ A. has a par value of \$.01 ☐ B. without par value.									
Article 5 - Purpose The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.										
Supplemental Provisions / Information [The attached addendum, if any, is incorporated herein by reference.]										

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
AFTERMATH DISASTER RECOVERY, INC

Filing Information

Document Number F14000003039
FE/EIN Number 46-3248226
Date Filed 07/17/2014
State TX
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/26/2015

Principal Address

1095 WILLY VESTER
VAN ALSTYNE, TX 75495

Changed: 01/29/2023

Mailing Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702

Name Changed: 01/29/2018

Address Changed: 01/29/2019

Officer/Director Detail

Name & Address

Title CPST

CORLEY, MELANIE
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Title VCVF

CORLEY, ROBERT O
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	01/29/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/29/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
10/26/2015 -- REINSTATEMENT	View image in PDF format
07/17/2014 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Copy of Professional Licenses and Certifications

Included in Tab 2 – Section: Aftermath Disaster Recovery Inc. and Tab 2 – Section: Licenses and Certifications

Completed W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.																																													
▶ Go to www.irs.gov/FormW9 for instructions and the latest information.																																																	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Aftermath Disaster Recovery, Inc.																																																	
2 Business name/disregarded entity name, if different from above																																																	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate																																																
	☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____																																																
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																
	☐ Other (see instructions) ▶ _____																																																
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																	
5 Address (number, street, and apt. or suite no.) See instructions. 1826 Honeysuckle Ln.			Requester's name and address (optional)																																														
6 City, state, and ZIP code Prosper, TX 75078																																																	
7 List account number(s) here (optional)																																																	
Part I Taxpayer Identification Number (TIN)																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.																																																	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">6</td></tr></table>					Social security number																		or									Employer identification number									4	6		3	2	4	8	2	6
Social security number																																																	
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4	6		3	2	4	8	2	6																																									
Part II Certification																																																	
Under penalties of perjury, I certify that:																																																	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																	
3. I am a U.S. citizen or other U.S. person (defined below); and																																																	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 100px; vertical-align: top;">Sign Here</td><td style="width: 300px; vertical-align: top;">Signature of U.S. person ▶ <i>Melanie Orley</i></td><td style="width: 150px; vertical-align: top;">Date ▶ 5/31/23</td></tr></table>					Sign Here	Signature of U.S. person ▶ <i>Melanie Orley</i>	Date ▶ 5/31/23																																										
Sign Here	Signature of U.S. person ▶ <i>Melanie Orley</i>	Date ▶ 5/31/23																																															
General Instructions																																																	
Section references are to the Internal Revenue Code unless otherwise noted.																																																	
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.																																																	
Purpose of Form																																																	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																	
• Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.																																																	

Cat. No. 10231X

Form W-9 (Rev. 10-2018)





PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I Adam Gonzalez certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: Aftermath Disaster Recovery, Inc.

Authorized Representative (Signature)

9/27/24

Date

Adam Gonzalez, Director of Business Operations

Authorized Representative/Title
(Print or Type)



REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

1. Company: Lee County, Florida

Street Address: 1500 Monroe St 4th FL

City, State & Zip: Ft Myers, FL 33901

Contact Person Name: Phil Gillogly Title: Project Manager

Phone: (239) 850-2636 Email: pgillogly@leegov.com

Describe Scope of Work and dates of project/service: _____

Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches. Coordinated with all community and project stakeholders.

2. Company: Charlotte County, Florida

Street Address: 18500 Murdock Circle, Sutie 344

City, State & Zip: Port Charlotte, Florida 33948

Contact Person Name: Karen Bliss Title: Project Manager

Phone: (979) 864-1860 Email: karen.bliss@charlottecountyfl.gov

Describe Scope of Work and dates of project/service: _____

Prime Contractor for the removal, hauling, and disposal of trees, logs, stumps, brush, and other rubbish in waterways, canals, drainage ditches, and retention ponds, funded by the NRCS.

3. Company: Dog Island Conservation District

Street Address: P.O. Box 14288

City, State & Zip: Tallahassee, FL 32317

Contact Person Name: Dr. William Stone Title: Project Manager

Phone: (850) 933-2342 Email: williamstone1048@gmail.com

Describe Scope of Work and dates of project/service: _____

Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation.

{00619340.1 3399-0000000 }

Page 37 of 39



**DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT**

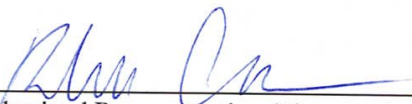
The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. Revised RFP

Addendum No. 1 9/18/24

Addendum No. _____

Addendum No. _____



Authorized Representative (Signature)

9/27/24

Date

Adam Gonzalez, Director of Business Operations
Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Ln
Prosper, TX 75078

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
2677 Halstead Road
Farmington Hills, MI 48331

OWNER:

(Name, legal status and address)

Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

BOND AMOUNT: Twenty Thousand Dollars (\$20,000)

PROJECT:

(Name, location or address, and Project number, if any)

Disaster Debris Removal and Disposal Services (Pre-Event)
Pembroke Park, FL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

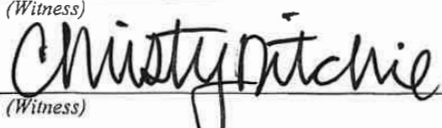
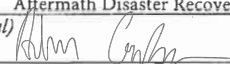
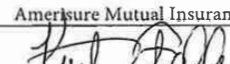
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of September, 2024.

(Witness)	_____	Aftermath Disaster Recovery, Inc.	(Seal)
		(Principal)	
		(Title)	
		Amerisure Mutual Insurance Company	(Seal)
(Witness)	_____	(Surety)	
		(Title)	Kurt Feller, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

LUKAS SCHRODER, KURT FELLER, ROBERT KOLLSMITH,

JASON SMITH, JAMES SMITH, DORA B. STEVENS, DEBORAH KLING

TIMOTHY FOLEY, MASON STICKNEY, LAURI MENEUGH AND CHRISTY RITCHIE

of TrueNorth Companies, LC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of July, 2024.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 3rd day of July, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of September, 2024.

Christopher M. Spaude, Chief Financial Officer & Treasurer

Texas Preference Requirements

The following pages are taken from the “State of Texas Procurement and Contract Management Guide,” Version 3.0, from Glenn Hegar, Texas Comptroller of Public Accounts, <https://comptroller.texas.gov/purchasing/publications/procurement-contract.php>, accessed on September 18, 2024.

We have included the cover of the publication, the table of contents, the applicable pages, and appendix for your consideration.



Preferences

Overview

Preferences are established by statute. With the exception of the reciprocal preference, a vendor must claim the applicable preference(s) in its response by marking the appropriate preference on the preference form included in the solicitation. If the appropriate box is not marked on the preference form, a preference will not be granted unless other documents included in the response sufficiently demonstrate that the vendor may receive the preference and is requesting the preference. Upon the agency's request, the vendor must provide adequate documentation to support a claimed preference.

Any price adjustment that results from application of a preference occurs only during the evaluation process. The application of a preference does not alter the price to be paid by the agency under an awarded contract. A non-exhaustive List of Preferences is located in [Appendix 23](#).

Reciprocal Preference Law

Texas law requires that responses from nonresidents from a state that grants resident bidder preferences for that state's purchases must be reciprocated in the same manner when competing against a bidder residing in Texas. In other words, the State of Texas will respond in kind to resident bidder preferences made by other states.

Under the Texas reciprocal preference law, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

1. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
2. the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.³⁷⁵

For purposes of the reciprocal preference law, "resident bidder" refers to a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.³⁷⁶

If another state grants a preference to its resident bidders, a corresponding percentage increase is added to the nonresident bidder's response when bidding in Texas. For example, State A grants its in-state bidders a 10 percent preference when bidding on agricultural products. By granting a 10 percent advantage to in-state bidders, State A is essentially penalizing Texas bidders 10 percent for not being residents. Texas reciprocates by adding a 10 percent non-residency penalty to the response from the bidder from State A, which essentially gives a 10 percent preference to bidders residing in Texas.

Reciprocity and resident bidder preferences do not apply when evaluating responses that involve the use of federal funds.³⁷⁷ The reciprocity preference is only applied during the evaluation process and only in situations where the out-of-state bidder is from a state that has a residency preference. SPD maintains a [Summary of Other State Bidder Preference Laws](#) on the CPA website.³⁷⁸

Resolving Tie Bids

A tie occurs when two or more responses receive the same score after evaluation. Priority of the claimed preference is given in the sequence listed below:

- Texas Agricultural Product
- Texas Product
- Texas Bidder
- U.S. Product

Same Price – Same Preferences

The award for any tied item is determined by drawing lots, tossing a coin, or drawing names with two witnesses to oversee the tie-breaking activity.

Same Price – Different Preferences

If two bidders propose the same price, but the preferences checked are different, the award is based on the priority for goods and/or for services.

³⁷⁵ [TEX. GOV'T CODE § 2252.002](#).

³⁷⁶ [TEX. GOV'T CODE § 2252.001\(3\)](#).

³⁷⁷ [TEX. GOV'T CODE § 2252.004](#).

³⁷⁸ The CPA website is located at [Comptroller.Texas.Gov](#).

Examples of Using Preferences to Break a Tie for Goods and Services.

EXAMPLE 1: The award is made to Bidder A. Priority is given to the Texas-produced product over the U.S.-produced product.

Product	Bidder A	Bidder B
Texas Agricultural Product		
Texas Product	X	
Texas Bidder		
U.S. Product		X

EXAMPLE 2: The award is made to Bidder B. Because both bidders show preference to Texas agricultural and Texas products, priority is given to the Texas bidder.

Product	Bidder A	Bidder B
Texas Agricultural Product	X	X
Texas Product	X	X
Texas Bidder		X
U.S. Product		

EXAMPLE 3: The award is made by drawing lots, tossing a coin, or drawing a name.

Product	Bidder A	Bidder B
Texas Agricultural Product		
Texas Product		
Texas Bidder	X	X
U.S. Product		

APPENDIX 23

List of Preferences

PREFERENCE FOR PRODUCTS OF PERSONS WITH INTELLECTUAL OR PHYSICAL DISABILITIES.

TEXAS GOVERNMENT CODE § 2155.441.

- (a) The products of workshops, organizations, or corporations whose primary purpose is training and employing individuals having an intellectual or a physical disability shall be given preference if they meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.
- (b) The workshops, organizations, or corporations shall test the products to the extent necessary to ensure quality in accordance with Section 2155.069 and may enter into contracts with a private or public entity to assist with testing.
- (c) The comptroller is not required to purchase products under this section that do not meet formal state specifications developed by the comptroller or meet commercial specifications approved by the comptroller.

PREFERENCE FOR ENERGY EFFICIENT PRODUCTS.

TEXAS GOVERNMENT CODE § 2155.442.

The comptroller shall give preference to energy efficient products in purchases made under this subtitle if:

- (1) the products meet state specifications regarding quantity and quality; and
- (2) the cost of the product is equal to or less than the cost of other similar products that are not energy efficient.

PREFERENCE FOR RUBBERIZED ASPHALT PAVING.

TEXAS GOVERNMENT CODE § 2155.443.

The comptroller may give preference to rubberized asphalt paving made from scrap tires by a facility in this state in purchases of rubberized asphalt paving material if the cost as determined by a life-cycle cost benefit analysis does not exceed by more than 15 percent the bid cost of alternative paving materials.

PREFERENCE TO TEXAS AND UNITED STATES PRODUCTS AND TEXAS SERVICES.

TEXAS GOVERNMENT CODE § 2155.444.

- (a) The comptroller and all state agencies making purchases of goods, including agricultural products, shall give preference to those produced or grown in this state or offered by Texas bidders as follows:
 - (1) goods produced or offered by a Texas bidder that is owned by a service-disabled veteran who is a Texas resident shall be given a first preference and goods produced in this state or offered by other Texas bidders shall be given second preference, if the cost to the state and quality are equal; and
 - (2) agricultural products grown in this state shall be given first preference and agricultural products offered by Texas bidders shall be given second preference, if the cost to the state and quality are equal.
- (b) If goods, including agricultural products, produced or grown in this state or offered by Texas bidders are not equal in cost and quality to other products, then goods, including agricultural products, produced or grown in other states of the United States shall be given preference over foreign products if the cost to the state and quality are equal.
- (c) In this section:
 - (1) "Agricultural products" includes textiles and other similar products.
 - (1-a) "Service-disabled veteran" means a person who is a veteran as defined by 38 U.S.C. Section 101(2) and who has a service-connected disability as defined by 38 U.S.C. Section 101(16).
 - (2) "Texas bidder" means a business:
 - (A) incorporated in this state;
 - (B) that has its principal place of business in this state; or

- (c) that has an established physical presence in this state.
- (d) The comptroller and all state agencies making purchase of vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation native to the region if the cost to the state is not greater and the quality is not inferior.
- (e) The comptroller and all state agencies procuring services shall give first preference to services offered by a Texas bidder that is owned by a service-disabled veteran who is a Texas resident and shall give second preference to services offered by other Texas bidders if:
 - (1) the services meet state requirements regarding the service to be performed and expected quality; and
 - (2) the cost of the service does not exceed the cost of other similar services of similar expected quality that are offered by a bidder that is not entitled to a preference under this subsection.
- (f) The comptroller and each state agency conducting an advertising campaign that involves the creation or production of a commercial shall give preference to a commercial production company and advertising agency located in this state if:
 - (1) the services meet state requirements regarding the service to be performed and regarding expected quality; and
 - (2) the cost of the service does not exceed the cost of other similar services of similar expected quality that are offered by a bidder that is not entitled to a preference under this subsection.
- (g) For purposes of Subsection (f), "commercial production company" means a corporation, limited liability company, partnership, or other private entity that includes as one of its purposes the production of one or more television, film, radio, or other media-related commercials.
- (h) The Music, Film, Television, and Multimedia Office within the office of the governor has exclusive rulemaking authority for purposes of:
 - (1) determining whether an advertising campaign is subject to the requirements of this section;
 - (2) establishing a bid process for purposes of the services described by Subsection (f); and
 - (3) establishing criteria to determine whether a commercial production company or advertising agency is located in this state for the purposes of this section.

PREFERENCE UNDER SERVICE CONTRACTS.
TEXAS GOVERNMENT CODE § 2155.4441.

A state agency that contracts for services shall require the contractor, in performing the contract, to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside this state.

PREFERENCE FOR RECYCLED, REMANUFACTURED, OR ENVIRONMENTALLY SENSITIVE PRODUCTS.
TEXAS GOVERNMENT CODE § 2155.445.

- (a) The comptroller and state agencies shall give preference to recycled, remanufactured, or environmentally sensitive products, as those terms are defined by rule of the comptroller, in purchases made under this subtitle if:
 - (1) the product meets state specifications regarding quantity and quality; and
 - (2) the average price of the product is not more than 10 percent greater than the price of comparable nonrecycled products.
- (b) The comptroller regularly shall review and revise its procurement procedures and specifications for the purchase of goods to:
 - (1) eliminate procedures and specifications that explicitly discriminate against recycled, remanufactured, or environmentally sensitive products, as those terms are defined by rule of the comptroller; and
 - (2) encourage the use of recycled, remanufactured, or environmentally sensitive products.
- (c) In developing new procedures and specifications, the comptroller shall encourage the use of recycled products and products that may be recycled or reused or that are remanufactured or environmentally sensitive.
- (d) In addition to the products covered by the definition adopted by rule under this section, in this section "recycled product" includes recycled steel products. The preference for recycled steel products under this section applies also to products purchased in connection with projects described by Section 2166.003.

PURCHASE OF RECYCLED OIL.

TEXAS GOVERNMENT CODE § 2155.447.

The comptroller, all state agencies, and all state agency employees who purchase motor oil and other automotive lubricants for state-owned vehicles shall give preference to motor oils and lubricants that contain at least 25 percent recycled oil if the cost to the state and the quality are comparable to those of new oil and lubricants.

PREFERENCE TO PRODUCTS AND SERVICES FROM ECONOMICALLY DEPRESSED OR BLIGHTED AREA.

TEXAS GOVERNMENT CODE § 2155.449.

- (a) In this section, “economically depressed or blighted area” means an area that:
 - (1) is an economically depressed or blighted area as defined by Section 2306.004; or
 - (2) meets the definition of a historically underutilized business zone as defined by 15 U.S.C. Section 632(p).
- (b) The comptroller and all state agencies procuring goods or services shall give preference to goods or services produced in an economically depressed or blighted area if:
 - (1) the goods or services meet state specifications regarding quantity and quality; and
 - (2) the cost of the good or service does not exceed the cost of other similar products or services that are not produced in an economically depressed or blighted area.

PREFERENCE FOR PRODUCTS OF FACILITIES ON FORMERLY CONTAMINATED PROPERTY.

TEXAS GOVERNMENT CODE § 2155.450.

The comptroller and state agencies shall give preference to goods produced at a facility located on property for which the owner has received a certificate of completion under Section 361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.

VENDORS THAT MEET OR EXCEED AIR QUALITY STANDARDS.

TEXAS GOVERNMENT CODE § 2155.451.

- (a) This section applies only to a contract to be performed, wholly or partly, in a nonattainment area or in an affected county, as those terms are defined by Section 386.001, Health and Safety Code.
- (b) The comptroller and state agencies procuring goods or services may:
 - (1) give preference to goods or services of a vendor that demonstrates that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality; or
 - (2) require that a vendor demonstrate that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality.
- (c) The preference may be given only if the cost to the state for the goods or services would not exceed 105 percent of the cost of the goods or services provided by a vendor who does not meet the standards.

PREFERENCE FOR CONTRACTORS PROVIDING FOODS OF HIGHER NUTRITIONAL VALUE.

TEXAS GOVERNMENT CODE § 2155.452.

- (a) The comptroller and state agencies making purchases of food for consumption in a public cafeteria may give preference to contractors who provide foods of higher nutritional value and who do not provide foods containing trans fatty acids for consumption in the cafeteria.
- (b) In complying with this section, the comptroller and state agencies shall review the Department of Agriculture’s nutrition standards.



Tab 8: Price Proposal Form

APPENDIX A

Disaster Debris Removal and Disposal Services REQUEST FOR PROPOSAL (RFP) 24-03 FEE PROPOSAL FORM

<u>FEE SCHEDULE</u>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$7.15 /CY
	16-30 Miles	\$8.15 /CY
	31-60 Miles	\$9.15 /CY
	61-90 Miles	\$10.90 /CY
	91-120 Miles	\$12.90 /CY
2.	Construction and Demolition debris hauled to and dumped at a Town approved disposal site or landfill	
	Mileage Radius: 0-20 Miles	\$9.15 /CY
	21-40 Miles	\$10.15 /CY
	41-70 Miles	\$11.15 /CY
	71-100 Miles	\$12.90 /CY
	101-140 Miles	\$14.90 /CY
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a Town approved recycling facility	
	Mileage Radius: 0-20 Miles	\$3.25 /CY
	21-40 Miles	\$3.75 /CY
	41-70 Miles	\$4.25 /CY
	71-100 Miles	\$4.75 /CY
	101-140 Miles	\$5.40 /CY

4.	Tipping fees/disposal costs for Green Waste shall be paid by CONTRACTOR, and actual incurred cost shall be invoiced to the Town for reimbursement	passthrough
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS Including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the Town); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, articulated boom lift(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$3.85 /CY
6.	Pick up and dispose of hazardous materials	\$8.00 /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$8.00 /lb.
8.	<u>Hazardous trees</u> – Trees will be evaluated by the Town and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
	6-12” Diameter	\$95.00 /tree
	13-24” Diameter	\$125.00 /tree
	25-48” Diameter	\$315.00 /tree
	> 48” Diameter	\$315.00 /tree
9.	Stumps up to 24” in diameter	\$150.00 /EA
	Stumps over 24” in diameter (requires Town approval)	\$300.00 /EA
10.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of the Town, will remove hangers for a unit price per hanger	
	2-4” Hanger	\$40.00 /hanger
	5-12” Hanger	\$40.00 /hanger
	> 12” Hanger	\$40.00 /hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The CONTRACTOR shall operate within the Public Right-of-Way (ROW) only as identified and directed by the Town. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$14.90 /CY
12.	Tipping fees/disposal costs for C&D debris shall be paid by the Town.	

13.	<u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection.	Price Included
14.	<u>Fill Dirt</u> – As identified and directed by the Town, the CONTRACTOR shall place, compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$65.00 /CY
15.	<u>White Goods</u> – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state, and local rules, regulations, and laws	\$50.00 /unit
16.	<u>Freon Recovery</u> – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers, or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws.	\$45.00 /unit
17.	<u>Training and Assistance Sessions</u> for all key Town personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster – generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the Contractor’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Temporary Storage of Documents</u> – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
21.	<u>Debris Planning Efforts</u> – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the Town. These planning efforts shall include, but are not limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event	Price Included
22.	<u>Closure and Remediation of the TDSRS</u> – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR	Price Included
23.	<u>Reporting and Documentation</u> – The CONTRACTOR shall provide and submit to the Town all reports and documents as may be necessary to adequately document the Debris Recovery	Price Included

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel, and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
Stump Grinder	\$195.00
50' Bucket Truck	\$220.00
16-20 Cubic Yard Dump Truck	\$170.00
850 HP or Equivalent Tree Grinder	\$500.00
Water Truck (2000 gal.)	\$95.00
Rubber Tire Backhoe	\$165.00
Climber with Gear	\$95.00
Superintendent with Truck	\$95.00
Foreman with Truck	\$95.00
Operator with Chainsaw	\$55.00
Traffic Control Personnel	\$50.00
Laborer	\$50.00
Field Project Foreman	\$95.00
Administrative Assistant	\$35.00
Clerical	\$35.00
Pickup Truck	\$25.00
Mechanized Broom	\$115.00
Trackhoe, 490 or Equivalent	\$150.00
50 Ton Lowboy	\$150.00
Skidsteer	\$115.00
Rubber Tire Excavator	\$165.00

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Daniel Decoursey (hereinafter referred to by name or as "Police Chief" and/or "Chief of Police").

WITNESSETH:

Whereas, pursuant to the action of the Town Commission at the November 15, 2024 Commission meeting, the Town desires to employ Daniel Decoursey as the Chief of Police for the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for the Police Chief and to establish conditions of employment applicable to the Police Chief; and

WHEREAS, Daniel Decoursey desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the Parties agree as follows:

Section 1. Employment

- A. The Town hereby hires and appoints Daniel Decoursey as its Chief of Police under the terms established herein.
- B. The Town's employment of Daniel Decoursey shall be effective as of November 15, 2024, and will continue for a period of thirty-six (36) provisional months. The thirty-six (36) month time period is not guaranteed. Either Party may terminate this Agreement at any time, for any reason, or for no reason at all, provided that the terminating Party submits a written notice of termination with one (1) month prior notice. In the event the Town Commission decides not to extend this Agreement, the Town will provide Daniel Decoursey with two weeks of severance pay plus any accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than one (1) month's notice of termination is provided by either Party, termination will be pursuant to the provisions of Sections 11 and 12 of this Agreement.

Commented [H1]: Confirm the contract period with Legal.

Commented [H2]: Standard payout per employee handbook.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Police Chief a yearly (12-month) base salary of one hundred sixty-five thousand dollars (\$165,000), payable in equal installments at the same pay schedule as other Town employees are paid.

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- B. If this Agreement is extended, should the general Town staff receive a cost-of-living increase, the Police Chief will receive the same cost of living increase at the same time as the other staff.
- C. Police Chief must prepare and submit monthly periodic reports to the Town Commission and Town Manager/Deputy Town Manager relating to police matters. Additional reports may be required upon request of the Town Commission and/or Town Manager.
- D. Nothing in this Section obligates the Town to increase the base salary or other benefits of the Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations does not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Police Chief agrees to perform the following duties and functions:
 - 1. *Devote his full time to the performance to his job as the Chief of Police and to perform any and all sworn duties set forth in the /Full-Time Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief and approved by the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of Police Department equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*

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9. *Maintaining the discipline of department personnel; the issuance of orders, rules, regulations, policies, and procedures; and the assignment to shifts and duties of all departmental personnel.*
10. *Responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
11. *Comply with any and all County, State, and Federal laws and regulations which govern the operation of a law enforcement agency in the State of Florida.*

- B. The Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both Parties agree and acknowledge that the Pembroke Park Police Department is a twenty-four hour a day, seven day a week operation involving work of a serious, urgent, and sensitive nature. Further, the duties of the Police Chief shall reasonably require the Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Police Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations which may arise on a twenty-four hour a day, seven day a week basis.
- D. The Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Police Chief.
- E. In the event the Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Police Chief the following related to his employment:

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- A. The Town agrees to provide the Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town and unlimited personal use statewide.
- B. Town shall provide the Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Commented [H3]: At this moment, I believe this is specific to the tri-county area, but I see no issue with this is legal is okay with it.

Section 5. Dues and Subscriptions

The Town agrees to pay the Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Police Chief as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Police Chief will be given adequate opportunities to develop or refresh his skills, knowledge, and abilities as a police administrator and as a department manager. As such, the Chief of Police will be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

- A. The Police Chief shall be entitled to one hundred sixty (160) hours of annual Vacation Leave every year during the term of this Agreement. The Police Chief's Vacation Leave shall be available for use upon commencement of employment. There is a one and twenty (120) on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Chief of Police will be paid for up to Two Hundred (200) hours of unused Vacation Leave at his then current annual salary.

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- B. In addition to Vacation Leave, the Police Chief will be entitled to **ten (10) personal leave days every year** during this Agreement, none of which may be carried forward from year to year.
- C. The Chief of Police will be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2021, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Chief of Police will be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the general Town staff. The Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Chief of Police is required to work on a holiday due to a police emergency, he will be entitled to observe that holiday on a subsequent date.

Section 9. Health, Dental, Vision, Life and Disability Insurance

- A. The Town agrees to pay 100% of the Police Chief's dental and vision insurance and the Police Chief's long term disability insurance on the same terms as general employees. The Police Chief agrees at this time not to utilize the health insurance provided by The Town but shall be entitled to should he require the coverage in the future. In lieu of health **insurance a \$500.00 monthly compensation will be paid.**
- B. Life insurance for the Police Chief will be provided in an amount equal to one (1) times the semi-annual salary, up to **\$155,000.00.**
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Police Chief's expense.

Commented [H5]: Dependent on the terms agreed by commission...

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Section 10. Retirement

The Town agrees to **contribute 32.67% as stipulated by the Florida Retirement System** "Special Risk" class of the Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval

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may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

- A. The Police Chief will serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Police Chief's employment with the Town at any time, for any reason, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including 200 maximum hours of Vacation Leave, up to Two Hundred -Fifty(\$250.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within twenty (20) calendar days following the vote to terminate the Police Chief's employment, the Town Commission agrees to pay the Police Chief a lump sum severance pay equal to the lesser of either two (2) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment, and satisfaction of any claims of the Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Police Chief must, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts, and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.
- C. Termination "with just cause". In the event the Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the Police Chief's duties and responsibilities.

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2. Arrest for a felony, a crime of violence, or a crime of dishonesty.
 3. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 4. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 5. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 6. The commission of any fraudulent act against the interest of the Town.
 7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
 8. Any other act of a similar nature of the same or greater seriousness.
- D. In the event Town terminates the employment of Police Chief "with just cause", as provided in Paragraph C above, then the Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning the allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Police Chief, then the Police Chief will not be entitled to severance pay. The hearing will be held within sixty (60) days of the notice of termination.
- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Police Chief, the Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have thirty (30) days from the date of such notice within which to cure the violation, otherwise, the Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and

Commented [SHB7]: This section is broader than what is required by the statute. Is this what the Commission wants?

other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination at least thirty (30) days prior to the effective date of the notice of termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the Town will pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any accrued Vacation Leave up to the Two Hundred (200) hour limit. The Town will have no further financial obligation to the Police Chief pursuant to this Agreement. This subsection does not prevent the Police Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved pursuant to Section 10 of this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 15. Transparency

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- A. Open Door Policy: The Police Chief must maintain an open-door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Police Chief must strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual goodwill and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town, in a timely manner.
- D. Right to Speak: The Police Chief will have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 16. General Terms and Conditions

- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, will not be affected and remains in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach.
- C. This Agreement is binding upon and inures to the benefit of the heirs at law or personal representative of the Chief of Police.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed, and litigated in Broward County, Florida.

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F. Upon the Police Chief's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries.
2. Payment of accrued leave balances in accordance with this Agreement.
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement.
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement may construe it more strictly against one party than the other and every covenant, term and provision of this Agreement must be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which is deemed an original and all of which together is deemed one and the same instrument. No term, condition or covenant of this Agreement is binding on either party until both parties have signed it.

I. The effective date of this Agreement is the last date it is executed by either of the parties to this Agreement, retroactive to the November 15, 2024 action of the Town Commission, wherein the Commission voted to appoint Daniel Decoursey to the Chief of Police provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

Executed by the TOWN this _____ day of _____ 2024.

TOWN OF PEMBROKE PARK:

By: _____
ASHIRA MOHAMMED, Mayor

ATTEST:

By: _____
CHANDLER WILLIAMSON, Town Manager

By: _____
JACOB HOROWITZ, Town Attorney

Executed by the CHIEF OF POLICE this _____ day of _____ 2024.

By: _____
DANIEL DECOURSEY

Witnesses:

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Daniel Decoursey
Employment Agreement
Page 12

Signature

Print Name

Signature

Print Name

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ORDINANCE NO. 2023-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY CREATING SECTION 2-16 TO BE ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS"; ESTABLISHING A CODE OF CONDUCT AND DECORUM FOR ELECTED AND APPOINTED TOWN OFFICIALS; REPEALING RESOLUTION NO. 2020-090, ADOPTED DECEMBER 9, 2020; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2020, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2020-090 ("Resolution"), thereby adopting a code of conduct for elected and appointed town officials; and

WHEREAS, the Town's elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions and goals and; despite that diversity, have all chosen to serve in public office in order to preserve and protect the present and future of the community; and

WHEREAS, it is recognized and accepted that all the Town's elected and appointed officials have the Town's best interests in mind, even though individuals may not agree on every issue; and

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

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[https://tppf-my.sharepoint.com/personal/townclerk_tppf_gov/Documents/MARLEN/ORDINANCES/2023 Ordinances/2023-004 REVISED.docx](https://tppf-my.sharepoint.com/personal/townclerk_tppf_gov/Documents/MARLEN/ORDINANCES/2023%20Ordinances/2023-004%20REVISED.docx)

Town of Pembroke Park
Ordinance No. 2023-004

WHEREAS, it is further recognized that difficult questions, touch challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action; however, such debate does not justify nor permit public officials making belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments about other officials, Town staff or members of the public; and

WHEREAS, the Town Commission recognizes that its members have a public forum and a responsibility to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole; and

WHEREAS, it is essential for the public to feel welcome and able to participate on matters that affect the community, and such participation is an important part of the democratic process; and

WHEREAS, the Town Commission should show no signs of partiality, prejudice or disrespect to any individual addressing the commission or participating in a public forum; and

WHEREAS, the Town Commission agrees that members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding any matter under consideration by the Commission; and

WHEREAS, the Town Commission recognizes that under a “commission” form of government the member of the Commission have certain Charter-driven duties and responsibilities to the Town; however, it is further acknowledged that an elected official’s

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Town of Pembroke Park
Ordinance No. 2023-004

participation in the daily operation of the Town, including attendance at Town staff meetings, may be perceived to show support or opposition for a particular project, may intimidate staff, and may hamper staff's ability to do their job objectively; and

WHEREAS, the Town Commission seeks repeal the Resolution codify the Town's Code of Conduct as an ordinance, and further an enhance the Code of Conduct for the Town's elected and appointed officials;

WHEREAS, the Town Commission has conducted a public hearing and considered the input of the public; and

WHEREAS, the Town Commission finds that codifying the Code of Conduct and further enhancing the Code, as set for therein, is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2 of the Town's Code of Ordinances entitled "Administration," is amended by specifically amending Article II, entitled "Town Commission." Section 2-16, to be entitled "Code of Conduct for Elected and Appointed Officials," as follows:

Sec. 2-16 Code of Conduct for Elected and Appointed Officials

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Town of Pembroke Park
Ordinance No. 2023-004

A) Intent. The intent of this section is to establish conduct guidelines designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park. This section shall supplement the standards of conduction for public officials and employees, as set forth in Chapter 112, F.S., as well as the Broward County Code of Ethics for Elected Officials, as may be amended from time to time.

B) Conduct Guidelines. All members of the Town Commission shall:

- 1) Work to foster an atmosphere of respect and civility among colleagues on the Town Commission, Town employees, and members of the public;
- 2) Be professional and respectful in all interactions with each other, Town staff and members of the public, including oral and written interactions;
- 3) Work to promote, in the general public, an understanding of the role of elected officials and accurate information regarding Town matters;
- 4) Attempt not to abruptly interrupt each other or members of the public during Town Commission meetings. Only the chair – not individual commission members – is permitted to interrupt a speaker during a presentation. However, a member may ask the chair for a “point of order” if the speaker is off the topic or exhibiting behavior or language that the member finds disturbing;
- 5) Refrain from using profanity, intimidation, making disparaging remarks and using *ad hominem* attacks towards each other or towards members of the public in any setting, including, but not limited to Town Commission meetings and on social media;
- 6) Refrain from yelling or screaming at each other, Town staff, or members of the public in any setting, including during Town Commission meetings.

C) Commission Interaction with Town Staff. Governance of the Town relies on the cooperative efforts of elected officials, appointed officials and Town staff. Therefore, every effort shall be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

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- 1) Under a commission form of government, elected officials acting in their official capacity will interact with staff. Elected and appointed officials shall not direct staff or interrupt staff while they are in meetings, on the telephone, or engrossed in performing their job functions in order to meet the official's individual needs.
 - 2) Elected and appointed officials shall express any concerns about an employee's performance privately and only to the Town Manager. Elected official may make direct inquiry on Town matters to the Human Resources Director; however, direction by the elected officials to the Human Resources Director shall only be through the Town Manager.
 - 3) Elected and appointed officials, acting in their individual capacity, shall not attempt to influence Town staff on making appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions, unless other required by the Town Charter.
 - 4) Elected and appointed officials shall not solicit any kind of political support, including by not limited to financial contributions, displays of posters or lawn signs, or names on support lists from Town staff. Town officers and employees may engage in political activity in accordance with Sec. 104.31, F.S., as may be amended from time to time.
- D) Commission Interaction with Appointed Officials. The Town has established citizen boards to assist in the operation of the Town and to allow for community input. Citizens who serve on boards become more involved in government and serve as advisors to the Town commission. They are recognized as a valuable resource to the Town's leadership and shall be treated with appreciation and respect.
- 1) Elected officials attending board meetings shall only express their personal opinions. Any public comments by an elected official at a board meeting shall be clearly made as an individual stating a personal opinion and not as a commission member representing the opinion of the Town Commission.
 - 2) The Town Commission appoints individuals to serve on boards, and it is the responsibility of the boards to follow policies established by the Town Commission. Board members do not report to individual commission members

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and commission members shall not threaten Board members with removal if they disagree with a commission member about an issue.

3) Appointment and re-appointment to Town Boards shall be based on such criteria including expertise, ability to work with staff and the public, and a commitment to fulfilling official duties.

4) Board appointments shall not be offered as a political "reward."

5) Elected officials shall be fair and respectful of all citizens serving on Town Boards.

6) Board members may offer political support to an elected official, but such support shall not occur in a public forum while conducting official Town business. Elected officials may support board members who choose to run for office, but such support shall not occur in a public forum in their capacity as a member of the Town Commission.

E) Enforcement and Penalties. This section is intended to be a self-enforcing expression of the standards of conduct for elected and appointed officials in the Town. All newly elected and appointed officials, all candidates for Town Commission, the Town Manager, the Town Clerk and all applicants to Town boards shall receive a copy of this section. Members entering office shall sign a statement acknowledging that they have read and understand the Code of Conduct, as set forth in this section.

The Town Commission shall have the authority to enforce this section against its own members. In the event that a member of the Town Commission, after being afforded due process, is determined by the commission to have violated this Section, the Town Commission may impose one or more of the following:

1) Oral reprimand.

2) Written reprimand.

3) Public censure.

4) Any other lawful penalty deemed to be reasonable and appropriate by the Town Commission.

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F) Periodic Review. This section shall be reviewed periodically by the Town Commission and updated, as needed.

Section 3. Resolution No. 2020-090, adopted December 9, 2020, is hereby repealed in its entirety.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

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Town of Pembroke Park
Ordinance No. 2023-004

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 14th DAY OF
JUNE, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS
12th DAY OF JULY, 2023.**

ATTEST:


MARLEN D. MARTELL
Town Clerk


MAYOR ASHIRA MOHAMMED

Approved as to form and legal sufficiency:

DocuSigned by:

A563A1DDEFD6417...
Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

yes

ERIK MORRISSETTE

yes

WILLIAM R. HODGKINS

yes

MUSFIKA KASHEM

yes

GEOFFREY JACOBS

Absent

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