CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>08/18/2022</u>

Contract/Lease Control #: C22-3224-PW

Procurement#: RFP PW 36-22

Contract/Lease Type: <u>AGREEMENT</u>

Award To/Lessee: <u>DRC EMERGENCY SERVICES, LLC</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2022</u>

Expiration Date: 12/31/2025 W/2 1 YR RENEWALS

Description of: <u>EMERGENCY DEBRIS REMOVAL/EMERGENCY SERVICES</u>

Department: <u>PW</u>

Department Monitor: <u>AUTREY</u>

Monitor's Telephone #: <u>850-689-5772</u>

Monitor's FAX # or E-mail: <u>JAUTREY@MYOKALOOSA.COM</u>

Closed:

Cc: BCC RECORDS

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 36-22 Tracking Number: 4650-6						
Procurement/Contract/Lease Number: 780 36-22 Tracking Number: 4650-20 Procurement/Contractor/Lessee Name: 7650-20 Procurement/Contractor/Lessee Name: 7650						
Purpose: Emergency Debris Removal / Emergency Services						
Date/Term: 34KS W 214K RALENDS 1. X GREATER THAN \$100,000						
Department #: 4399 2. GREATER THAN \$50,000						
Account #: 599090 3. \$50,000 OR LESS						
Amount: TBV only if used						
Department: PW Dept. Monitor Name: Quy						
Procurement or Contract/Lease requirements are met:						
Date: 6-23-22						
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds						
Approved as written: 2CFR Compliance Review (if required) Approved as written: See Mail attacked Date: 62322						
Grants Coordinator Suzanne Ulloa						
Risk Management Review , A						
Approved as written: See small atlached						
Risk Manager or designee Kristina LoFria						
County Attorney Review						
Approved as written: See mail attald 8422						
County Attorney Lynn Hoshihara, Kerry Parsons or Designee						
Department Funding Review						
Approved as written:						
IT Review (if applicable)						
Approved as written:						
Date:						

Revised September 22, 2020

(22-3224-PW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/24/2022

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).

	nis certificate does not confer rights t	<u>o the</u>	cert	<u>lficate holder in lieu of su</u>						
	DUCER			,	CONTAC NAME:	Julia Becva	r			
McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043			PHONE (A/C, No, Ext): 713-877-8975 (A/C, No, Ext): 713-877-8974							
				[A/C, No, Extl:] (A/C, No): E-MAIL ADDRESS: jbecvar@mcgriff.com						
					ADDRE			IDNIO COVEDAGE		11410.4
								DING COVERAGE		NAIC#
INS	JRED							Insurance Company		44520
DR	C Emergency Services, LLC				INSURER B :The Phoenix Insurance Company				25623	
	. Box 17017 veston, TX 77552				INSURE	R C :Texas Mut	ual Insurance (Company		22945
					INSURE	R D :Argonaut II	nsurance Com	pany		19801
				İ	INSURER E :					
					INSURE	<u>R F</u> :				
				NUMBER:XYR4UMCJ				REVISION NUMBER:		
IN	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIF	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	Y CONTRACT THE POLICIES	OR OTHER I S DESCRIBE	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR	TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY			ECG106665		05/26/2022	03/31/2023	EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR						1	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							!	MED EXP (Any one person)	\$	10,000
		X	X				:	PERSONAL & ADV INJURY	<u>s</u>	5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
	POLICY X PRO- LOC				1			PRODUCTS - COMP/OP AGG	\$	5,000,000
	OTHER:							PRODUCTS - COMPTOR AGG	\$	
В	AUTOMOBILE LIABILITY			810-6P127610-22-26-G		05/26/2022	03/31/2023	COMBINED SINGLE LIMIT	<u> </u>	1,000,000
	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$	1,000,000
	OWNED SCHEDULED	х	х					BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED	^	^					PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY	-						(Per accident)	\$	
Α	UMBRELLA LIAB X OCCUP			EFX120408		05/26/2022	03/31/2023			F 000 000
	Y SYSTEM HAD COURT	x				03/20/2022	03/31/2023	EACH OCCURRENCE	\$	5,000,000
	CDAIWG-WADE	^						AGGREGATE	\$	5,000,000
С	DED RETENTION \$	_		0001307608 TX		05/26/2022	03/04/0003	✓ PER OTH-	\$	
Ď	AND EMPLOYERS' LIABILITY			WC928868471754 OS		05/26/2022	03/31/2023	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	X		i			E.L. EACH ACCIDENT	5	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
_	DÉSCRIPTION OF OPERATIONS below Contractors Pollution &		_	DK0440070				E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Errors & Omissions			PKC112979		05/26/2022	03/31/2023	Contractor's Pollution Errors & Omissions Policy Aggregate	S S S S S	5,000,000 5,000,000 5,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Bid # SW 35-13; Emergency Debris Removal (Standby Contract).									
	· · ·									
CE	RTIFICATE HOLDER				CANC	ELLATION				
					THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		-
Okaloosa County 602-C North Pearl Street			AUTHORIZED REPRESENTATIVE R Michael Breedlove, OR							

DeRita Mason

From:

Lynn Hoshihara

Sent:

Thursday, August 4, 2022 2:31 PM

To:

DeRita Mason

Subject:

Fw: DRC Emergency Services Draft Contract 36-22

Kerry has reviewed and approved this contract.

Lynn M. Hoshihara County Attorney Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Parsons, Kerry < KParsons@ngn-tally.com>

Sent: Thursday, August 4, 2022 3:23 PM

To: Lynn Hoshihara

Subject: RE: DRC Emergency Services Draft Contract 36-22

Yes it is fine and approved.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson

1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Lynn Hoshihara < lhoshihara@myokaloosa.com>

Sent: Thursday, August 4, 2022 3:20 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>

Subject: Fw: DRC Emergency Services Draft Contract 36-22

Have you already reviewed this one?

Lynn M. Hoshihara County Attorney

DeRita Mason

From:

Suzanne Ulloa

Sent:

Thursday, June 23, 2022 3:39 PM

To:

DeRita Mason; Lynn Hoshihara Kristina LoFria; 'Parsons, Kerry'

Cc: Subject:

RE: DRC Emergency Services Draft Contract 36-22

Approved, no changes, thank you.

Suzanne Ulloa

Purchasing & Grants Coordinator Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: (850) 689-5960

DIRECT EXT. 6971



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Thursday, June 23, 2022 1:08 PM

To: Lynn Hoshihara < lhoshihara@myokaloosa.com>

Cc: Kristina LoFria <klofria@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>; Suzanne Ulloa

<sulloa@myokaloosa.com>

Subject: DRC Emergency Services Draft Contract 36-22

Good afternoon,

Please review and approve the attached.

The proposal was too large to send, if you need it, I can try to send in a separate email.

This could possible use FEMA funds, Suzanne, I believe all the required clauses were in the RFP. You can find it under the folder 36-22.

Thank you,

DeRita Mason

DeRita Mason

From:

Kristina LoFria

Sent:

Thursday, June 23, 2022 3:51 PM

To:

DeRita Mason

Subject:

RE: DRC Emergency Services Draft Contract 36-22

DeRita,

Good afternoon, this is approved by Risk for insurance purposes.

Thank You

Kristy Lofria Safety Coordinator

Okaloosa County BOCC-Risk Management-

302 N Wilson St Suite 301 Crestview, Florida 32536 klofria@myokaloosa.com

850-689-5979



For all things Wellness please visit: http://www.myckaloosa.com/wellness

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written email communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Thursday, June 23, 2022 1:08 PM

To: Lynn Hoshihara < lhoshihara@myokaloosa.com>

Cc: Kristina LoFria <klofria@myokaloosa.com>; 'Parsons, Kerry' <KParsons@ngn-tally.com>; Suzanne Ulloa

<sulloa@myokaloosa.com>

Subject: DRC Emergency Services Draft Contract 36-22



Board of County Commissioners Purchasing Department

State of Florida

Date: June 17, 2022

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFP PW 36-22

Emergency Debris Removal/Emergency Support Services

Okaloosa County would like to thank all businesses, which submitted responses to Emergency Debris Removal/Emergency Support Services. (RFP PW 36-22)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

TFR Enterprises, Inc.

DRC Emergency Services, Inc.

AshBritt, Inc.

601 Leander Drive

111 Veterans Boulevard, Suite 401

656 E. Hillsboro Blvd.

Leander, TX 78641

Metairie, LA 70005

Deerfield Beach, FL 33441

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Purchasing Manager



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

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

110 VETERANS MEMORIAL BLVD,

SUITE 515

METAIRIE, LA 70005

Changed: 01/31/2018

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

<u>Authorized Person(s) Detail</u>

Name & Address

Title Owner



Florida Department of State, Devision of Corporations



DRC EMERGENCY SERVICES, LLC

Unique Entity ID

KLQXF6DU7EZ6

Registration Status
Active Registration

Physical Address

6702 Broadway ST

Galveston, Texas 77554-8906

United States

CAGE / NCAGE

4A7V9

Expiration Date

Mar 8, 2023

Mailing Address

111 Veterans Memorial BLVD

Suite 401

Metairie, Louisiana 70005

United States

Doing Business as

(blank)

Congressional District

Texas 14

Division Name

(blank)

State / Country of Incorporation

Alabama / United States

Division Number

Purpose of Registration

All Awards

(blank)

URL

(blank)

Registration Dates

Activation Date

Mar 9, 2022

Submission Date

Mar 8, 2022

Initial Registration Date

Feb 2, 2006

Entity Dates

Entity Start Date

Sep 1, 2005

Fiscal Year End Close Date

Dec 31

Immediate Owner

CAGE 7JND4 Legal Business Name

DRC EQUITY, LLC

Highest Level Owner

CAGE

Legal Business Name

(blank)

(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Active Exclusions Records?

Νo

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure

Entity Type

Organization Factors

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars			
Service Per Contract	\$100,000,000.00			
Construction Per Contract	\$100,000,000.00			

States	Counties
Any	(blank)

Metropolitan Statistical Areas

(blank)

CONTRACT: C22-3224-PW
DRC EMERGENCY SERVICES, LLC
EMERGENCY DEBRIS REMOVAL/
EMERGENCY SERVICES
EXPIRES: 12/31/2025 W/2 1 YR RENEWALS

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND DRC EMERGENCY SERVICES, LLC CONTRACT ID (27- 122+P)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this <u>16th</u>, day of <u>August</u>, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and DRC Emergency Services, LLC, a Foreign Limited Liability Company, whose address is 111 Veterans Boulevard, Suite 401, Metairie, LA 70005, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 63-1283729.

RECITALS

WHEREAS, the County is in need of a contractor to provide Emergency Debris Removal ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County as further detailed in Exhibit "A" cost of services.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. <u>Recitals and Attachments</u>. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" - Procurement RFP PW36-22 and Contractor's Response;

Attachment "B" - Insurance Requirements;

Attachment "C" - Title VI list of pertinent nondiscrimination acts and authorities;

2. <u>Services</u>. Contractor agrees to perform the following services, <u>Emergency Debris</u> Removal and other <u>Emergency Support Services</u>. The <u>Services</u> to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs

and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

- **3.** <u>Term and Renewal.</u> The term of this Agreement shall begin on October 1, 2022 and continue until December 31, 2025. The Agreement shall be renewed for an additional two (2) one (1) year renewals upon mutual written agreement by all parties.
- **4.** <u>Compensation</u>. The Contractor agrees to provide the Services to the County, including materials and labor, as described in Exhibit "A" Cost of Services.
 - a. Contractor shall submit an invoice to the County once services are rendered. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement.

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. <u>Insurance.</u> Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. <u>Termination for Convenience of County.</u> The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. <u>Termination for Insolvency.</u> The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

- 8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- 9. <u>Public Records</u>. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County 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 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- 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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.
- 10. <u>Audit</u>. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 11. <u>Notices</u>. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jason Autrey Public Works Director 1759 S. Ferdon Boulevard Crestview, FL 32536 850-689-5772 jautrey@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	DRC Emergency Services, LLC 111 Veterans Boulevard, Suite 401 Metairie, LA 70005 888-721-4372 kfuentes@drcusa.com	

- 12. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 13. <u>Subcontracting</u>. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a

subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

- 14. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 15. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 16. <u>Compliance with Laws</u>. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 17. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 18. <u>Independent Contractor</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

- 19. <u>Third Party Beneficiaries</u>. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. <u>Prohibition Against Contracting with Scrutinized Companies</u>. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option

if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 23. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.
- **24.** <u>Severability</u>. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- **25.** Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- **26.** Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

DRC EMERGENCY/SERVICES, LLC

TITLE: Vice President, Secretary, Treasurer

Kristy Fuentes
Print Name

ATTEST:

OKALOOSA COUNTY, FLORIDA



Attachment "A" Contractor's Proposal





–Striking Back.

www.drcusa.com

FL License No. CRC1331307

REQUEST FOR PROPOSAL

Emergency Debris Removal/Emergency Support Services

RFP No. PW 36-22

May 27, 2022 ● 3:00PM Original

Okaloosa County

PREPARE RESPOND RECOVER

Points of Contact.



Steve Crawford Regional Manager Scrawford@drcusa.com



Kristy Fuentes
Vice President of Compliance and Administration
Kfuentes@drcusa.com





P.O Box 17017 Galveston, TX 77552 TTY: 888-721-4DRC Phone: 504-482-2848 Fax: 504-482-2852 www.drcusa.com

DRC CONTACT ADDRESSES 111 Veterans Blvd., Suite 401 Metairie, LA 70005



REGIONAL MANAGER



Steve Crawford

Regional Manager Email: scrawford@drcusa.com Cell: 904.831.2656

DRC CONTACTS



Lisa Garcia Walsh

Contract Manager Email: Lwalsh@drcusa.com Office: 504.482.2848

Cell: 504.715.9052



Kristy Fuentes

Vice President of Compliance and Administration

Email: Kfuentes@drcusa.com

Office: 504.482.2848 Cell: 504.220.7682



Mark Stafford

Vice President of Response and Recovery Email: Mstafford@drcusa.com

Office: 504.482.2848

Cell: 504.415.7945



Joe Newman

Vice President of Operations Email: Jnewman@drcusa.com

Cell: 214.930.9300



John Sullivan

President

Email: Jsullivan@drcusa.com

Office: 504.482.2848 Cell: 832.713.8234

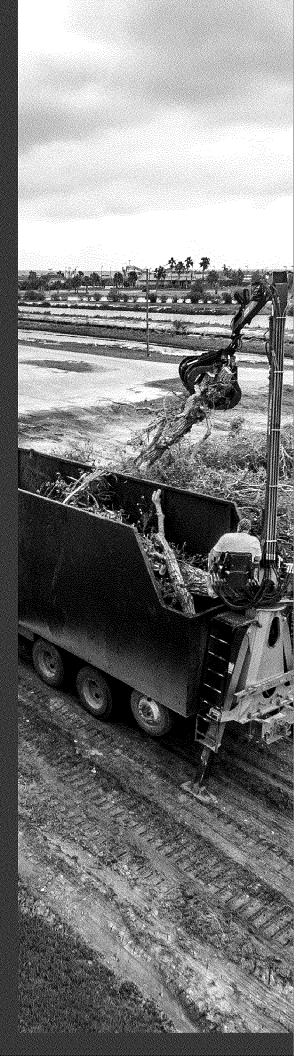


Table of Contents

INITIAL DOCUMENTS

A.	Proposal Letter	1
B.	Signing Authority	2
C.	Florida Contractor's License	4
D.	Florida Secretary of State License	6
E.		
TAB 1	– TECHNICAL PROPOSAL	9
A.	Prepare	10
B.	Respond	19
C.	Recover	40
TAB 2	2 – FINANCIAL PROPOSAL	43
A.	Contractor's Price Proposal	44
TAB 3	B – QUALIFICATIONS	56
A.	Notable Achievements and Experience	57
В.		
C.	Historic Amounts of Debris Handled	
D.		
E.	Relevant Work Experience	61
F.	Financial Strength and Stability	64
G.	Bank Reference Letter	65
Н.	Bonding Capacity Letter	66
I.	Sample Insurance Certificate	67
J.	Commitment to Compliance and Ethical Business Conduct	68
K.	Compliance Standards and Procedures	69
L.	Safety Procedures	70
M.	. 10 Year Past Performance	72
N.	Organizational Chart	84
O.	Key Personnel	85
P.	Employment of Local and Minority Contractors	91
	Affirmative Action/Equal Opportunity Policy	
TAB 4	- References	95
A.	References	95
B.	Letters of Recommendation	96
TAB 5	5 - Required Forms	112

A.	Respondent's Acknowledgement	113
В.	Interpretation of Estimated Quantities	114
C.	Drug-Free Workplace Certification	116
D.	Conflict of Interest Disclosure Form	117
E.	Federal E-Verify Compliance Certification	
F.	Cone of Silence	
G.	Indemnification and Hold Harmless Company Data	120
H.	Company Data	121
I.	Addendum Acknowledgement	122
J.	Addenda	123
K.	Lobbying	129
L.	Certification Regarding Debarment, Suspension, Ineligibility, and voluntary Exclusion	130
M.	System Award	131
N.	Vendors Scrutinized Companies Lists	133
0.	Title VI Clauses for Compliance with Non-Discrimination Requirements	134
P.	Grant Funded Clauses	140
Q.	Buy America Certificates	149
R	References	150





2639 North Monroe Street • Building A • Tallahassee, FL 32303 • (888) 721-4372 • Fax: (504) 482-2852 www.drcusa.com

May 27, 2022

Okaloosa County

Re: Emergency Debris Removal/Emergency Support Services

RFP No. PW 36-22

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Okaloosa County our proposal to provide Emergency Debris Removal/Emergency Support Services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC has an office located in the City of Tallahassee which is about 2 and a half hours away from Okaloosa County. DRC is vastly familiar with the area and presently holds disaster relief contracts with the City of Niceville, the City of Mary Esther, the City of Gulf Breeze, Jackson County, Walton County, and Escambia County. In response to Hurricane Michael, DRC moved and disposed of over 2,346,800 cubic yards of debris in Jackson County. Following Hurricane Sally, DRC worked closely with the City of Mary Esther and the City of Gulf Breeze and removed and disposed of over a combined total of over 83,400 cubic yards of debris. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Okaloosa County, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

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

The Regional Manager for Okaloosa County is Steve Crawford who can be reached at (888) 721-4372, by cell (904) 831-2656 or by email: Scrawford@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 Okaloosa County in the future.

Sinçérely

Kristy Fuentes

Vice President, Secretary, Treasurer

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

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "<u>LLC Agreement</u>") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

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

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

Name Office/Capacity

John R. Sullivan President

Kristy Fuentes Vice President of Business Development,

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.

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

[SIGNATURE PAGE FOLLOWS]



Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: DRC EQUITY, LLC

a Texas limited liability company

Its: Manager

By: John R. Sullivan

Its: President

Halsey Beshears, 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, 2022

Always verify licenses online at MyFloridaLicense.com



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.



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

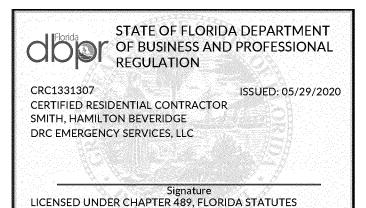
CONSTRUCTION INDUSTRY LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2022

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



ISSUED: 05/29/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in an form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida Department of State

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of January, 2015



Ken Deform Secretary of State

Authentication ID: CU5800449263

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

FLORIDA DEPARTMENT OF STATE



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

110 VETERANS MEMORIAL BLVD,

SUITE 515

METAIRIE, LA 70005

Changed: 01/31/2018

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

<u>Authorized Person(s) Detail</u>

Name & Address

Title Vice President/ Secretary

FUENTES, KRISTY

6702 Broadway Blvd. Galveston, TX 77554

Title President

Sullivan, John R 6702 Broadway Blvd. Galveston, TX 77554

Title Owner

DRC Equity, LLC 6702 Broadway Blvd. Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2018	04/18/2018
2019	04/16/2019
2020	04/09/2020

Document Images

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

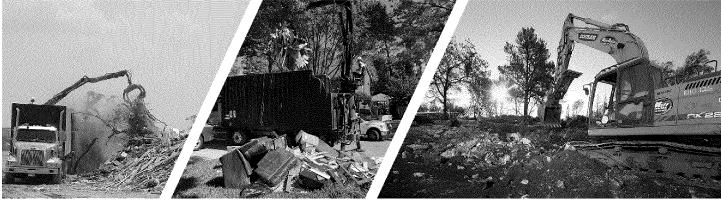
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Prepare

Respond

Recover





One of the key missions of any County is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help Okaloosa County achieve these goals. DRC's approach to **prepare**, **respond**, and **recover** are 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.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

PREPARE

Prepare

Respond

Recover

- → Contract Award
- → Local Teaming Partners
- → Available Equipment
- → Joint Planning & Training
- → Experience with FEMA Reimbursement
- \rightarrow Forecasting

Contract Award

Upon award, DRC's Regional Manager, Steve Crawford, will schedule a meeting with Okaloosa County. The initial meeting is critical, allowing both the County and the Regional Manager to make introductions, as well as 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 training and response phases of the contract. These provisions include but are not limited to:

- Presenting key team members, including the Project Manager, and their responsibilities
- Scheduling table top scenario exercises to include planning and routing
- Facilitating the designation and readiness of DMS and final disposal sites
- Introducing Monitoring Firm Representative (if applicable)

Local Team Partners, Vendors, and Subcontractors

DRC maintains a network of hundreds of 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, DRC encourages local participation. A few methods used to identify local subcontractors include:

- Outreach programs
- Government referrals

- Website applications
- Direct mail outreach

"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





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

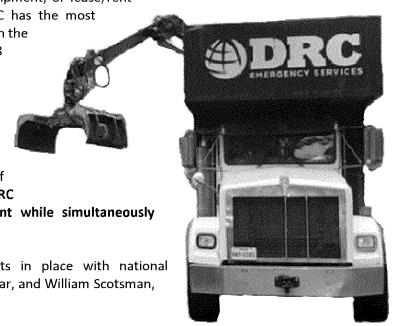
Available Equipment

DRC will use owned equipment, subcontractor equipment, 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 2017 hurricane season, DRC**

operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Harvey, and Maria.

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.



Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	110
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 make and model	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 for	13
Walking Floors	48 ft automated trailers	46





Hydraulic Driven propelled pushers

Tab 1: Technical Proposal

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

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 nite 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	*411040-31253	,
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:	Various models and capacity	4225
	Marine Vessels/Equipment	
Inland Marine Harvestor	Marine Vessels/Equipment Equipment Type	Quantity
		1
Air Boat		1 3
Air Boat Amphibious Aquatic Excavator		1 3 1
Inland Marine Harvestor Air Boat Amphibious Aquatic Excavator Tug Boat		1 3 1 14
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV		1 3 1 14 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat		1 3 1 14 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat		1 3 1 14 1 1 1 15
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats		1 3 1 14 1 1 1 15
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10)		1 3 1 14 1 1 1 15 10
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9)		1 3 1 14 14 1 1 15 10 10
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12)		1 3 1 14 14 1 15 10 10 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19)		1 3 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13)		1 3 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12)		1 3 3 1 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25)		1 3 3 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19)		1 3 1 14 14 1 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20)		1 3 1 14 14 1 1 15 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 X 64 X 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11)		1 3 3 1 14 14 15 10 10 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 X 64 X 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11) 535 CRANE (250 x 64 x 12)		1 3 3 1 14 14 15 10 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 X 64 X 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11) 535 CRANE (250 X 64 X 12) 536 CRANE (250 X 64 X 12)		1 3 3 1 14 14 15 10 11 11 11 11 11 11 11 11 11 11 11 11
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11) 535 CRANE (250 x 64 x 12) 536 CRANE (250 x 64 X 12) 541 CRANE (200 X 60 X 12)		1 3 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11) 535 CRANE (250 x 64 x 12) 536 CRANE (250 x 64 x 12) 541 CRANE (200 X 60 X 12) 566 CRANE (140 X 70 X 12)		1 3 3 1 14 14 1 15 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV Utility Boat Work Boat JON Boats 500 CRANE (120 X 54 X 10) 510 CRANE (100 X 52 X 9) 524 CRANE (250 x 64 x 12) 526 CRANE (293 X 80 X 19) 527 CRANE (176 X 75 X 13) 529 CRANE (250 X 64 X 12) 531 CRANE (420 X 98 X 25) 532 CRANE (300 X 90 X 19) 533 CRANE (310 X 100 X 20) 534 CRANE (111 X 45 X 11) 535 CRANE (250 x 64 x 12) 536 CRANE (250 x 64 X 12) 536 CRANE (250 X 64 X 12) 541 CRANE (200 X 60 X 12) 566 CRANE (140 X 70 X 12) Hopper Barge (EX NYC DOS)		1 3 1 14 14 11 15 10 11 11 11 11 11 11 11 11 11 11 11 11
Air Boat Amphibious Aquatic Excavator Tug Boat Underwater ROV		1 3 1 14 14 11 15 10 11 11 11 11 11 11 11 11 11 11 11 11



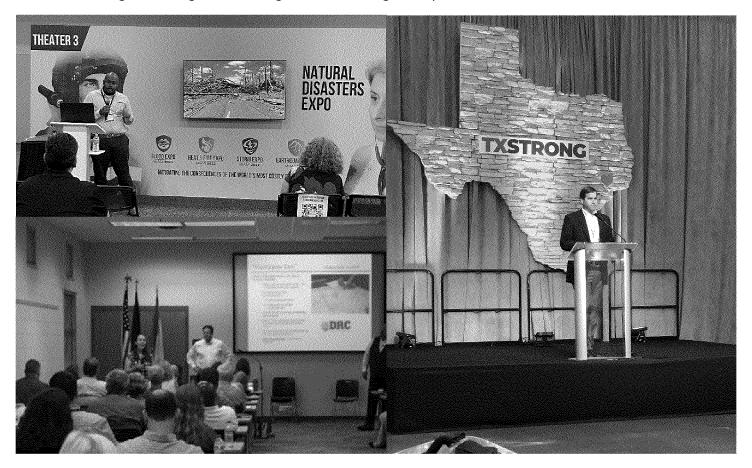
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

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

Joint Planning and Training

DRC provides Okaloosa County with planning and training throughout the length of the County's contract at no extra cost. Benefits of these sessions include:

- 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



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Experience with FEMA Reimbursement

DRC has an unparalleled record for providing jurisdictions 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.

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 implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed 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 DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert 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.

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.

Date	Event	State	Declaration Number
	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
2021	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



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

2021	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
	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
2020	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
	Tropical Depression Imelda	TX	DR-4466
2019	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
	Hurricane Michael	FL, GA	DR-4399, DR-4400
2018	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
	Hurricane Maria	PR	DR-4339
2017	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
2016	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
2015	TX Severe Storms & Flooding	TX	DR-4269
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
2010	TN Severe Flooding	TN	DR-1909
2009	Ice Storms	MD, VA	DR-1875, DR-1874
	Hurricane Ike	TX	DR-1791
2000	Hurricane Gustav	LA	DR-1786
2008	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
	Hurricane Katrina	FL, LA, MS	DR-1602, DR-1603, DR-1604
	Hurricane Wilma	FL	DR-1609
2005	Hurricane Rita	TX, LA	DR-1606, DR-1607
	Hurricane Ophelia	NC	DR-1608
	Hurricane Dennis	FL	DR-1595
	Tropical Storm Gaston	SC	DR-1547
2004	Hurricanes Charley, Francis, Jeanne, and Ivan	FL	DR-1539, DR-1545, DR-1561, DR-1551
2003	Hurricane Isabel	VA	DR-1491



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

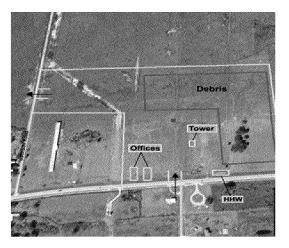
- Staging away from residential areas
- Easy access from main right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable



DMS Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations
- Elevation
- Sound buffers and fencing



Identifying Permanent Disposal Facilities, 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.

County Approved Final Disposal Sites
Wright Landfill 1671 N. Beal Extension, Fort Walton Beach, FL 32547
Baker Landfill 1415 Charlie Day Road, Baker FL 32531
Keyser Mill Pit Keyser Mill Road, Baker FL 32531

Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Forecasting

DRC will incorporate Okaloosa County's debris management plan and use the USACE model to predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project.

Forecasting Scenarios

Scenario 1

CUBIC YARDS ASSUMED: 1,000,000

ESTIMATED TIME OF COMPLETION: 90 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCKS REQUIRED: (120 cubic yard self-loaders) 30 crews for the first 30 days; 20-22 crews for days 30-90

DMS REQUIRED FOR LESS THAN 10 MILE HAUL: 4-6

PERSONNEL REQUIRED: Project Manager, three supervisors, DMS site manager, staff of 3-5 per DMS site and full back-office staff

Disclaimer: The following scenarios are for discussion and demonstration only. Type, category, and intensity determine the number of trucks and personnel required. Each activation presents unique circumstances which require a tailored response.

Scenario 2

CUBIC YARDS ASSUMED: 500,000

ESTIMATED TIME OF COMPLETION: 90 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCK TYPE/REQUIRED: (120 cubic yard self-loaders or equivalent) 15-18 crews for the first 30 days; 10 crews for days 30-90

DMS REQUIRED FOR LESS THAN 10 MILE HAUL: 2-4

PERSONNEL REQUIRED: Project Manager, three supervisors, DMS site manager, staff of 3-5 per DMS site and full back-office staff

Scenario 3

CUBIC YARDS ASSUMED: 250,000

ESTIMATED TIME OF COMPLETION: 60 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCKS TYPE/REQUIRED: (120 cubic yard self-loaders or equivalent) 10 crews for the first 30 days; 10 crews for days 30-90

DMS REQUIRED FOR LESS THAN **10** MILE HAUL: 2

PERSONNEL REQUIRED: Project Manager, two supervisors, DMS site manager, staff of 3-5 per DMS site and full back-office staff



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

RESPOND

Prepare

Respond

Recover

- → Alert Phase
- → Disaster Impact
- → Response Timeline
- → Initial Damage Assessments
- → Emergency PUSH Operations
- → Loading and Hauling Operations
- → Debris Management Site Operations
- → Safety
- → Prompt Damage Complaint
- → Accounting and Document Management
- → Post Event Evaluations

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Steve Crawford will contact Okaloosa County to discuss activation and response
- At the discretion of the County, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event "push activities"
- Emergency Push Collection routes have been determined

Disaster Impact





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

DRC has a unique ability to rapidly **respond** to a disastrous event while maintaining communication with communities to help them **prepare** for any trouble, making us a leader in the disaster recovery industry.

Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

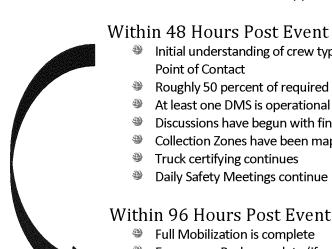
DRC is highly capable to meet, sustain, and manage all facets of disaster response, including responding within 24 hours. DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event

- Project Manager and support are in place and interacting with Okaloosa County's Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of DMS sites has begun
- Emergency Push activities are well underway with coordination with utility providers
- Initial Damage Assessment complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting is held
- Time and location of daily production meetings is established

- Initial understanding of crew type and quantity has been established with the County's
- Roughly 50 percent of required equipment and manpower are in place
- At least one DMS is operational and load and haul activities can begin
- Discussions have begun with final disposal and recycling/composting providers (if applicable)
- Collection Zones have been mapped and discussed with the County's Point of Contact

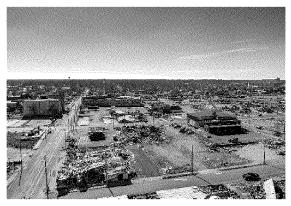
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- Productivity assessments made based upon existing travel times and DMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meeting continues between DRC, the County point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue







RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. The debris assessment will accomplish all of 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 PUSH Operations

- PUSH routes are predetermined with the help of County, who have a clear understanding of geography of the community
- Debris is "pushed" or cleared from the Public Roadway generally in an order of priority established by Okaloosa County
- Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event



Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the County's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.



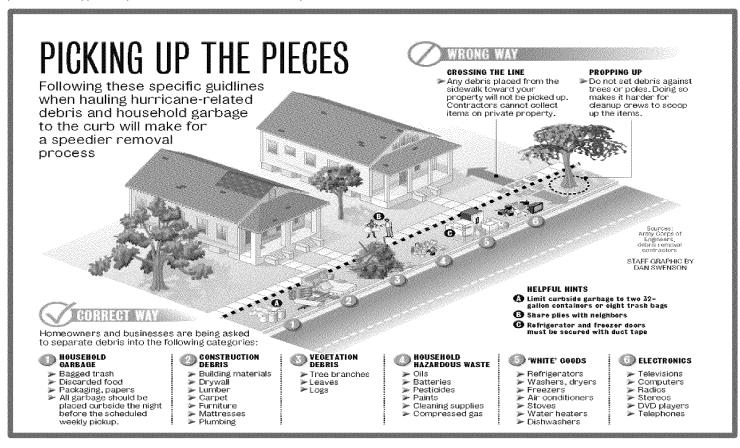
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Debris Removal from Public Rights of Way

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the County) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times 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.

- All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the County.
- As subcontractors complete zones, the areas are jointly surveyed by Okaloosa County or its designated representative and closed out.

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:



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 ES adheres to FEMA's guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

The illustration to the right depicts a typical post- disaster scenario that involves construction and demolition debris (C&D). In this case, the public is advised through radio, television, social media, an a graphic such as above to place disaster generated debris to the right of way (ROW) in separate piles by debris type for separate collections.



Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.

- Eligibility—Public right of way or improved public property
- Collected from Private property only with FEMA private property debris removal right of entry authority
- Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- Allows for a wide spectrum of equipment use for productive collection
- Most commonly collected and transported to a Debris Management Site for processing and haul out
- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- Reduction by burning provides for the most cost- effective processing, if burning is an option





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- Generally produced from floods, tidal surge and earthquakes
- Allows for a wide variety of equipment use including self-loading apparatus
- Landfill restrictions on material acceptance should be a consideration and can vary by state
- Utilization of DMS provides opportunity for reduction by material separation and compaction
- Load weight must be monitored particularly upon haul-out to final disposal
- Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effected



White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- Separately collected and staged within a designated area at a DMS or hauled directly to a recycler
- Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- Freon shall be removed by a certified technician under EPA regulations
- © Citizens are informed through PSAs, fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- Refrigerators and freezers collected with contents shall be staged for content removal and disposal

White goods shall be recycled, and any derived proceeds handled in accordance with the con



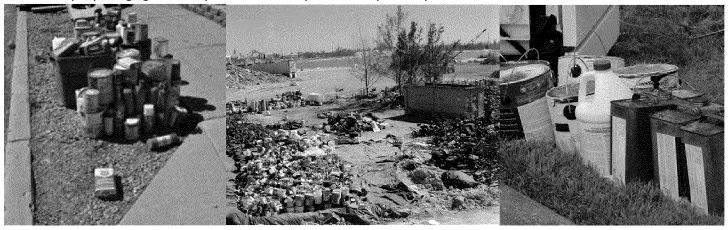


RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- Collected separately and securely placed in spill-proof containers for transportation to staging at a DMS or direct transport to a qualified recycler/disposal facility
- When stored at a DMS, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- Proper packaging and transportation is often performed by the recycler



Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord

- Collected separately with one or two collections (passes)
- Generally staged in a specific area of a DMS or transported directly to a recycler
- Collected in light duty trucks and trailers by general laborers and a supervisor
- Recycling of the items is always the goal



Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- Collection can be accomplished separately using light duty equipment
- Transportation directly to the recycler or shredder is preferred
- Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- Federal/state regulations often require a waste hauler permit during transportation

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Private Property Debris Removal

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of Okaloosa County or its representative, the contractor 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 to the County's citizens.



Hazardous Tree and Limb Removal

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by Okaloosa County's independent monitoring firm.

- Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- Criteria to deduce if a leaner or hanger is hazardous is:
 - Must be six inches in diameter or greater when measured at chest height
 - More than 50% of the crown damaged or destroyed
 - Split trunk or broken branches that exposed the heartwood
 - Fallen or uprooted within a public use area
 - Leaning at an angle greater than 30 degrees
 - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City's monitor. 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 of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground
- On improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety
- Larger stumps are extracted by excavators and loaded upon flat- bed trailers for transport the DMS or final disposal facility
- Most often, large stumps must be split prior to processing by grinding

Canal/Waterway Debris Removal

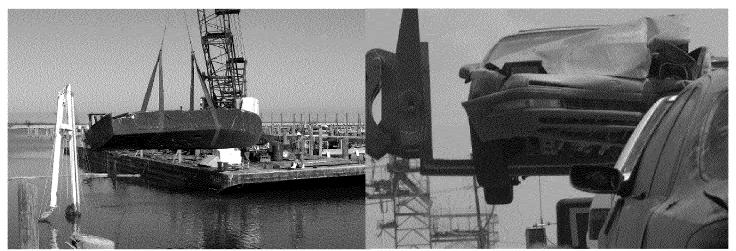
Canal debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris often consists of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are:

- Targets identified by side-scan sonar or below surface observation
- Target removal spans from water-bottom to surface debris or limited to designated depths
- When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a DMS for processing or to final disposal
- When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal





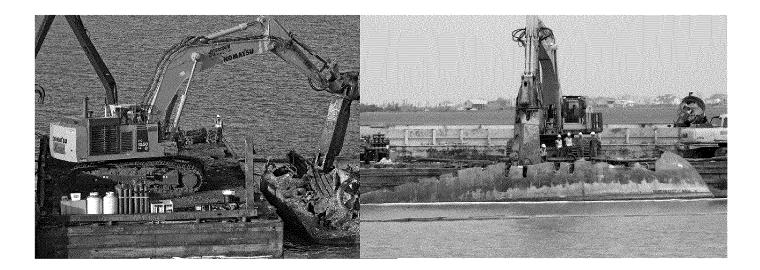
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



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. The components of these projects vary from State to State due to legal requirements; but in the case of this operation, the scope of work will develop according to the direction of Okaloosa County. Commonly used procedures are:

- Generally, aggregation sites are activated for storage, processing, recordation and access
- For land based recovery, vehicles and vessels are tagged and recorded prior to recovery
- For water based vessel recovery, eligible targets are located and recorded prior to recovery
- Initial notification to owner is sent from VIN information gathered in the field using State Police database (County specific)
- Vehicles and vessels are aggregated on one or more sites and gridded for easy access
- Fluids are removed from each unit within the aggregation site
- Additional notifications are sent to owners using certified mail (if required)
- Private insurance companies are allowed to view and access units
- Vessels and vehicles can be retrieved by owner/insurance or destroyed/recycled
- Vehicles that have not been retrieved are crushed and recycled
- Scrap value proceeds (if any) are disbursed according to the contract



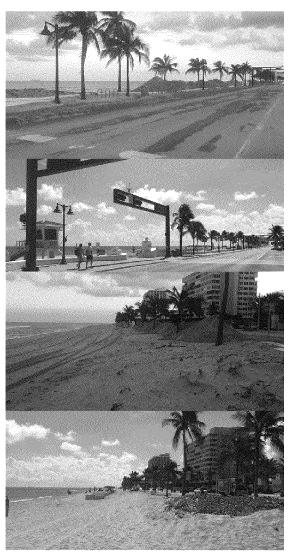
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



Sand, Soil Recovery, Beach Restoration

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for thirty years. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority.

- Typical operating procedure calls for temporary staging site(s) used for storage and processing
 - Processing sand on the beach is a preferred method
 - Soils can sometimes be processed within an established DMS
- Displaced material can be recovered from adjacent property by the use of skid steers and front-end loaders
- Beach rakes are an effective tool for recovering hidden and surface debris from beach-fronts
- Debris collected from processing is usually taken to an operating debris DMS for reduction and haul-out to final disposal
- Quantities are generally measured by loader bucket size as the material is loaded to be screened
- Screening of sand and soils using shaker screens and trammels is a preferred procedure
- Production rates generally range between 100 to 200 processed cubic yards per hour
- Stockpiled and processed (clean) material can be returned to its original location
- Beach contours can be re-created by following engineered plan





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Expertise in the Removal of Dead Animals and Putrescent Disposal

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.

If possible, all identified carcasses should be disposed of within 48 hours of death. 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.

Emergency Cleaning of Storm Water Catch Basins

As directed by the County, DRC will provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of storm water catch basins. Service will include the disposal of the water at Public Works facility or the Wastewater Treatment Plant.

Debris collected from storm water appurtenances shall be place at the curb for pick up by the ROW debris management program.

Restoration of Canal Banks and Slopes

DRC will restore, re-grade and/or reseed damaged canal/banks as directed by the Parish, including placement and compaction of fill material to restore canal banks to pre-disaster condition. DRC will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the DRC will remove the vegetative and/or construction and demolition debris affecting the canals excluding the removal of damaged and/or abandoned boats.

Demolition

DRC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with Okaloosa County.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

Clean Fill Dirt

DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the County. This clean fill dirt will be compacted and directed by the County.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Disposal of Lawnmowers and Equipment With Small Engines

DRC will remove, decontaminate and transport to the local Landfill and place in the designated area, all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and removed products disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, and decontamination, and shall be recycled or disposed by DRC at a permitted facility in accordance with the State and Federal regulations.

Mold Remediation of Buildings

DRC will provide all personnel vehicles, equipment and supplies for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings. DRC will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The County will designate the buildings or other structures to be remediated. The County will approve DRC's mold remediation plan.

Emergency Ice

Upon receiving the County's written request, DRC will provide the County with whole pallets of cubed ice made from potable water and packaged in individual bags between five (5) and ten (10) pounds. The County will instruct DRC as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The delivery vehicle may be required to conduct ice deliveries for several days.

Emergency Power Generation

DRC will provide mobile electric power generation units for facilities and locations within the County. The County will define the fuel type of the units. The County will require up to 30 units, with output at 120 and/or 240 volts with a minimum capacity of 70 KW. DRC will deliver the units to the facilities or locations designated by the County, and ensure connection of the units to the existing electrical wiring by a licensed electrician. DRC will ensure the unit is fueled, tested and demonstrated to be operational prior to departure from the location. DRC will also provide fuel for the duration of the unit's use by the County, and will have readily available technical support and repair or replacement services. Delivery shall be accomplished within 48 hours of request by the County.

Fire Suppression Standby Support Water

In the event of a water system failure in the County, DRC will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the County. The County will direct DRC regarding the location(s) for the truck(s) to be positioned, and the County will provide a fully qualified and licensed driver. If the initial water supply is used, the County will be responsible for refilling the truck. Delivery will be accomplished within 48 hours of request by the County.

Water

DRC will provide potable water trucks for use on a local, regional basis. DRC will provide all equipment, materials, supplies, transportation, lodging, trained/certified personnel, and supervision and management of those personnel, necessary to meet or exceed the Mission Number specifications. The potable water system, including filling hose and lines, pumps, tanks and distributing pipes, will be separate and distinct from other water systems. Potable Water tanks will be labeled as such



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

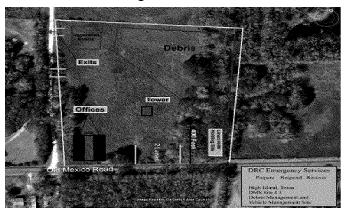
Debris Management Site Operations

Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established DMS locations will begin:

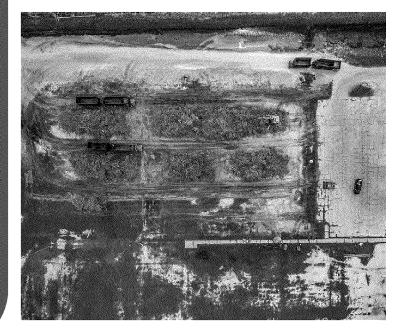
- Phase One—environmental audit is performed
- The number of DMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)





Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a DMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.





RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Typical On-site Equipment, Supplies and Manpower Needs

Signage Inspection Tower(s)

Perimeter Fencing (if required) Site Manager

Equipment Operators Traffic Control Personnel

Security Personnel Traffic Control devices

Front-end loader with thumb

Grinder- horizontal or Tub

Water Truck

Bulldozer

Excavator

Sweeper

Air curtain Incinerator or above ground incinerator (if required)



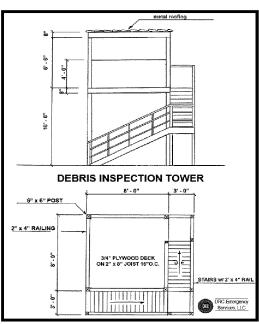
Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- Traffic Controls 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 Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

Maintenance and Grading - Maintenance and grading of the debris management site will occur 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.











RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

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—Stored separately within an area that will facilitate separation, compaction or grinding.

Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

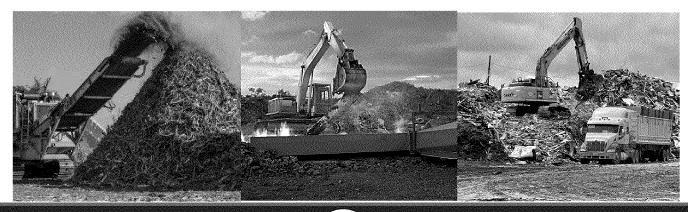


Debris Reduction Methods

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source **Burning**—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.
- Reduction by burning provides for the most cost- effective processing, if burning is an option

 Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined 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 Strategies

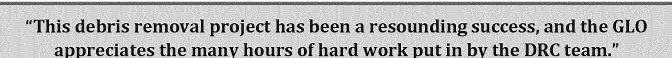
Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and 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— Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components 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, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.



— Benjamin K. Au Architect, Director of Construction Services GLO, Texas



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Debris Management Site Closeout

Restoration is conducted during the close out phase of each DMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the County directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares



to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- 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

Final Inspection, Released and Acceptance of Okaloosa County and/or Landowner In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Safety comes before profit and productivity.

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 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 Plans and 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:

- Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- 2. Avoid interruptions of Government operations and delays in project completion dates; and
- 3. Control costs in the performance of this contract.

Training programs include:

Smith System Driver Training
Hazardous Materials Training
Demolition Safety
Asbestos Abatement Training
Power Line Awareness
Hazardous Communication
Lockout/Tagout
Fire Prevention Training
Environmental Management Planning

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

Accounting and Document Management

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.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional 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 emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

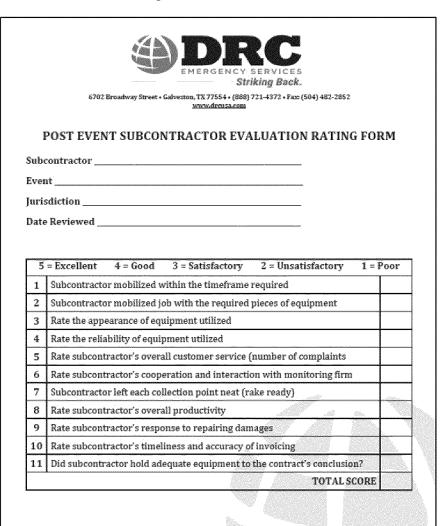
Post Event Evaluations

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.



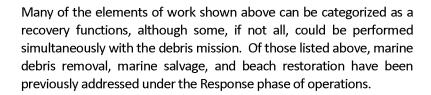
RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

RECOVER

Prepare Respond

Recover

- \rightarrow Demolition
- \rightarrow Man Camp Services
- → Post Disaster Temporary Housing
 - Marine Services



Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS, and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.







RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

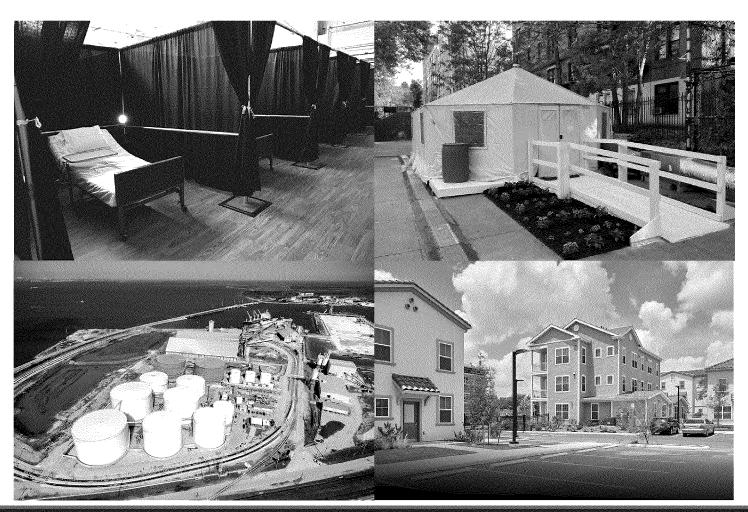


DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. 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. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

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. With this industry collaboration, SLS is able to successfully execute any assignment they undertake. Their experience and qualifications, bolstered by the capabilities of our highly experienced team, allow us to offer unparalleled service to our clients.



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- 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.

Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.





Tab 2: Financial Proposal

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Please see Contractor's Price Proposal attached.

The RFP states that we cannot alter the proposal form. As such, please see below:

- DRC's Florida Contractor License Number is CRC1331307
- Per Addendum 2, please be aware that line item 25.7 should read *Removal of Abandoned Vessels Limit to no greater than 60 feet*

CONTRACTOR'S PRICE PROPOSAL

	Date 5/26/2022
Proposal of DRC Emergency Services, LLC "Contractor"), authorized to do business under the laws of the Stat Florida (hereinafter called "Owner").	(hereinafter called e of Florida, proposes to Okaloosa County,
The Contractor, in compliance with your request for proposals for:	
EMERGENCY DEBRIS R	EMOVAL
Having examined the specifications with related documents and the with all of the conditions surrounding the work of the proposed pr labor, hereby proposes to perform in accordance with this Request prices shall cover all expenses incurred in performing the work requestive proposal is a part. Unbalanced proposals will not be accepted	roject, including availability of equipment and t for Proposal, and at the prices stated. These uired under the Contract Documents, of which
Contractor hereby agrees to commence work under the Contract of "Notice to Proceed" of the Owner and to fully complete the work is	<u>-</u>
This price proposal form must be completed, signed and subm Proposals submitted without this completed price proposal wil	
Contractor acknowledges receipt of the following addenda: 1, 2, & 3	
Contractor agrees to complete the project as described in accordanc included in the contract documents for the following prices:	e with the specifications and other information

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS, including limbs and trees placed on ROW under other pay items.	500,000 CY	Seven dollars and thirty- two cents	\$ <u>7.32</u> per cubic yard	\$ 3,660,000.00
2.0	SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	400,000 CY	Three dollars and seventy cents	\$ 3.70 per cubic yard	\$ 1,480,000.00
3.0	LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others.	100,000 CY	Three dollars and eighty-two cents	\$3.82_ per cubic yard	\$ 382,000.00
4.0	DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees, and reimbursed by the County.	NA	Pass Through Cost to County	NA	NA

ITEM NO.	ITEM DESCRIPTION	ASSUMED	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
5.0	SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR, including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	100,000 CY	Two dollars and forty-two cents	$\$ \frac{2.42}{\text{per cubic yard}}$	\$ 242,000.00
6.0	LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others.	5,000 CY	Three dollars and eighty-six cents	\$ 3.86 per cubic yard	\$ 19,300.00
7.0	DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED DISPOSAL SITE, including eligible debris which has been reduced by the Contractor, Owner, or others, with Contractor paying all tipping fees, and reimbursed by the County.	NA	Pass Through Cost to County	NA	NA
8.1	REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED DMS OR TRANSFER STATION.	50,000 CY	Eight dollars and forty- two cents	\$\frac{8.42}{\text{per cubic yard}}	\$ 421,000.00

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
8.2	REMOVAL AND HAULING OF ELIGIBLE C&D/ MIXED DEBRIS TO AN APPROVED FINAL DISPOSAL SITE.	50,000 CY	Eight dollars and forty two cents	\$\frac{8.42}{\text{per cubic yard}}	\$ 421,000.00
0.6	SITE MANAGEMENT OF C&D/ MIXED DEBRIS, IF APPROVED IN WRITING BY OWNER.	50,000 CY	One dollar and twelve cents	\$\frac{1.12}{\text{per cubic yard}}	\$ 56,000.00
10.0	LOADING AND HAULING OF C&D/ MIXED DEBRIS TO AN APPROVED FINAL DISPOSAL SITE, AS IDENTIFIED BY THE OWNER OR MONITOR.	40,000 CY	Three dollars and sixty-eight cents	\$ 3.68 per cubic yard	\$147,200.00
11.0	AN APPROVED FINAL DISPOSAL SITE including eligible debris which has been removed by the Contractor, Owner, or others, with Contractor paying all tipping fees, and reimbursed by the County.	NA	Pass Through Cost to County	NA	NA
12.0	REMOVAL OF HAZARDOUS LIMBS OVER 2" IN DIAMETER AT THE POINT	5,000 Trees	Seventy-eight dollars and fifty cents	\$ 78.50 per tree	\$ 392,500.00

OF BREAK and placement to be loaded and hauled under other pay items. REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES and placement to be loaded and hauled under other pay items. REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES and placement to be loaded and hauled under other pay items. REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items. REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES and placement to be loaded and hauled under other pay items.
--

E PRICE EXTENSION (Numeric)	\$45,000.00	\$ 25,000.00	\$ 3,900.00		4 \$ 164,300.00	NA	8 80,000.00
UNIT PRICE (Numeric)	\$ 180.00 per stump	\$ 250.00 per stump	\$ 390.00 per stump	4	\$ 32.86 per cubic yard	NA	\$ 60.00 per unit
UNIT PRICE (Written)	One hundred eighty dollars and zero cents	Two hundred fifty dollars and zero cents	Three hundred ninety dollars and zero cents		Thirty-two dollars and eighty-six cents	Pass Through Cost to County	Sixty dollars and zero cents
ASSUMED QUANTITY	250 Stumps	100 Stumps	10 Stumps		5,000 Cubic Yards	NA	1,000 Each
ITEM DESCRIPTION	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES including backfill of the hole.	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES including backfill of the hole.	EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES including backfill of the hole.		DEMOLITION, REMOVAL, AND HAULING OF REGULATED ASBESTOS CONTAINING MATERIAL.	DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL Paid by Contractor and reimbursed by the County.	REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS.
ITEM NO.	14.1	14.2	14.3		15.1	15.2	16.0

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
17.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE.	10,000 Lbs.	One dollar and ninety- five cents	\$ 1.95 per pound	\$ 19,500.00
18.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS.	2,000 Tons	Seventy-eight dollars and fifty cents	\$ 78.50 per ton	\$ 157,000.00
19.0	REMOVAL, HAULING, COLLECTION, RECYCLING AND/ OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).	10,000 Lbs.	Four dollars and ninety- five cents	\$ 4.95 per pound	\$ 49,500.00
20.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.	500 Each	Fifteen dollars and zero	\$ 15.00 per unit	\$ 7,500.00
21.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES.	1,000 Each	Ten dollars and zero cents	\$ 10.00 per tire	\$ 10,000.00
22.0	REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM	10,000 Linear Feet	Twenty-two dollars and forty-two cents	\$\frac{22.42}{\text{per liner foot}}	\$ 224,200.00

ITEM NO.	ITEM DESCRIPTION	ASSUMED	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
25.4	REMOVAL OF ABANDONED UTILITY AND BOAT TRAILERS.	10 Each	Fifty dollars and zero cents	\$ 50.00 per unit	\$ 500.00
25.5	REMOVAL OF ABANDONED VESSELS – 10 TO 26 FEET.	75 Each	Three hundred forty dollars and zero cents	\$ 340.00 per unit	\$ 25,500.00
25.6	REMOVAL OF ABANDONED VESSELS – 27 TO 40 FEET.	20 Each	Six hundred twenty-five_dollars and zero cents	\$ 625.00 per unit	\$12,500.00
25.7	REMOVAL OF ABANDONED VESSELS – OVER 60 FEET.	5 Each	One thousand seven hundred fifty dollars and zero cents	\$ 1,750 <u>00</u> per unit	\$ 8,750.00
26.0	REMOVAL OF DEBRIS FROM SAND BEACHES.	1,000 Tons	One hundred forty-eight dollars and fifty cents	\$ 148.50 per ton	\$ 148,500.00
27.0	RAKING OF SAND BEACHES TO 12 INCH DEPTH.	25,000 Sq. Yards	Three dollars and twenty-five cents	\$ 3.25 per sq. yard	\$81,250.00

PRICE EXTENSION (Numeric)	\$ 158,060.00	\$ 73,400.00	\$206,250.00	\$60,000.00	\$86,250.00
UNIT PRICE (Numeric)	\$ 22.58 per cubic yard	\$ 14.68 per cubic yard	\$\frac{2.75}{\text{per gallon}}	\$ 0.60 per pound	\$ 1,150.00 per unit day
UNIT PRICE (Written)	Twenty-two dollars and fifty-eight cents	Fourteen dollars and sixtyeight cents	Two dollars and seventy- five cents	Zero dollars and sixty cents	One thousand one hundred fifty dollars and zero cents
ASSUMED	7,000 CY	5,000 CY	75,000 Gallons	100,000 Lbs.	75 Unit- Days
ITEM DESCRIPTION	REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR.	REMOVAL OF DISASTER DEPOSITED BEACH SAND.	PROVISION OF EMERGENCY DELIVERY OF POTABLE BOTTLED WATER.	EMERGENCY DELIVERY OF BAGGED ICE.	FIRE SUPPRESSION SUPPORT WATER WITH MINIMUM OF 1,500 GALLONS PER UNIT.
ITEM NO.	28.0	29.0	30.0	31.0	32.0

(Numeric)	2,250.00	46,875.00	33,750.00	19,680.00	2,550.00	32,500.00
PRICE EXTENSION (Numeric)	\$ 2.2	\$ 46,8	\$ 33,7	\$ 19,6	\$ 2.5	\$ 32,5
UNIT PRICE (Numeric)	\$ 150.00 per day	\$ 625.00 per unit day	\$ 450.00 per unit day	\$ 19.68 per linear foot.	\$ 850.00 per each	\$ 6.50 per square foot
UNIT PRICE (Written)	One hundred fifty dollars and zero cents	Six hundred twenty-five dollars and zero cents	Four hundred fifty dollars and zero cents	Nineteen dollars and sixty-eight cents	Eight hundred fifty dollars and zero cents	Six dollars and fifty cents
ASSUMED QUANTITY	15 Days	75 Unit- Days	75 Unit- Days	1,000 Linear Feet	3 Each	5,000 Sq. Feet
ITEM DESCRIPTION	TEMPORARY COMMUNICATIONS.	TEMPORARY EMERGENCY POWER GENERATION WITH MINIMUM OF 70 KW PER UNIT.	FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS.	SEWER AND CULVERT CLEANING.	STORMWATER CATCH BASIN CLEANING.	DECONTAMINATION OF BUILDINGS AND FACILITIES.
ITEM NO.	33.0	34.0	35.0	36.0	37.0	38.0

ITEM NO.	ITEM DESCRIPTION	ASSUMED	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
		***		0.000	PRINCIPAL TO A CONTROL OF THE PRINCIPAL
39.0	MOLD REMEDIATION OF BUILDINGS.	5,000 Sq. Feet	Six dollars and fifty cents	\$ 6.50	\$ 32,500.00
				per square 1001	
SIGNATURE	James American	ientes	TOTAL BID	\$ 9,4	\$ 9,486,715,00
	VP/Secretary/Treasurer DATE 5/20/22	122		manuscopy manuscript of the control	



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 500 debris removal projects, including the removal of 156,400,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2.5 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.







The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- Disaster Planning & Training
- Technical Assistance and Project Management
- Debris Management
- Right of Way Maintenance
- Private Property Debris Removal
- Tree Trimming & Removal
- Temporary Site Management Reduction, Recycling& Disposal
- Hazardous Waste Segregation
- Landfill Management

- Marine Debris Removal & Recovery
- Sand Screening & Beach Restoration
- Wildfire Structural Debris Removal
- Demolition
- Oil Spill Response and Recovery
- Temporary Housing and Logistics
- Infectious disease Planning and Response
- Covid-19 Vaccination Sites and Temporary Hospitals

"The contractor effectively managed all members of their team, schedule, and provided a quality product. With what I know today about the contractor's ability to execute what they promised, I would award to them today if I had a choice. Outstanding debris removal contractor!"

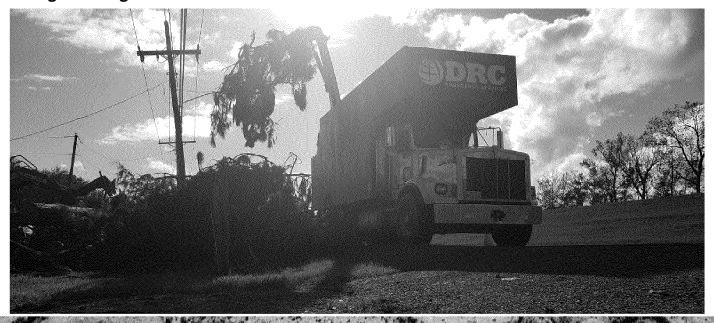
-Jesse Scharlow, Contracting Officer, Louisville District, U.S. Army Corps of Engineers





NOTABLE ACHIEVEMENTS AND EXPERIENCE

- In 2021, DRC removed **over 16,000,000 cubic yards** of debris and managed **82 debris management sites** in response to Hurricane Ida alone.
- In 2020, DRC was activated in **45 jurisdictions, managed 81 debris management sites, and removed and disposed over 6,400,000** cubic yards of debris.
- Simultaneously mobilized, staffed, and successfully operated 53 individual projects throughout the Southeastern US during the 2017 Hurricane Season.
- Established a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline** protection system in response to the BP oil spill.
- Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.
- Since its inception, DRC has assisted local jurisdictions with FEMA reimbursement without a single deobligation.

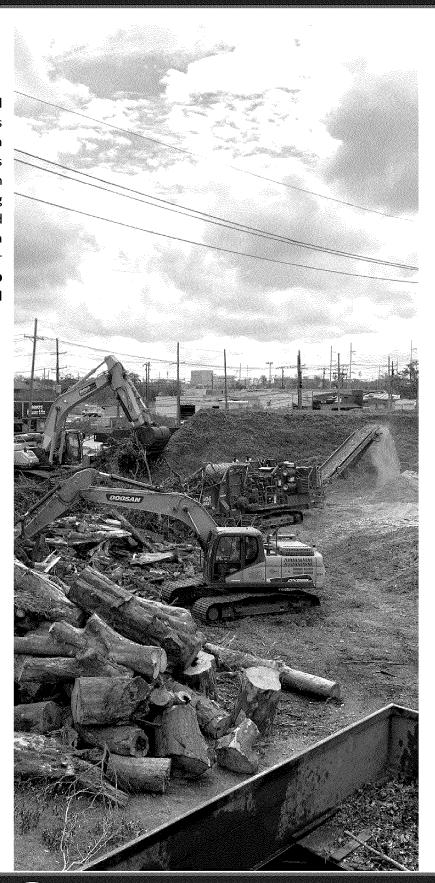




BACKGROUND AND CAPACITY

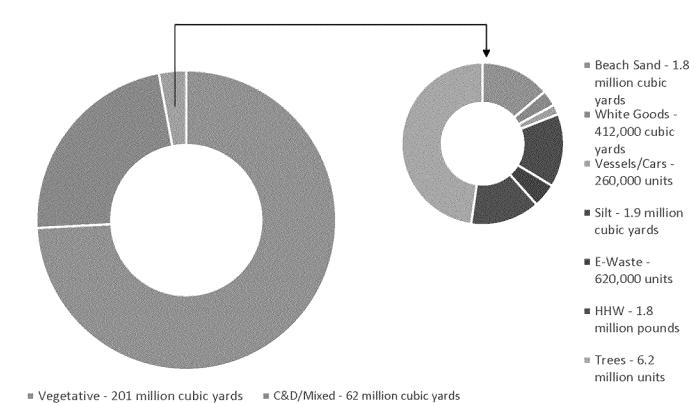
Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 16 million cubic yards during 25 simultaneous activations. Having performed debris operations across the Continental United States and internationally for decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors guarantees that no matter the size or location of an event, DRC will respond timely.

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





HISTORIC AMOUNTS OF DEBRIS HANDLED



"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous learners and hangers. They have proven to be experience and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort."

 Juan M. Maldonado, Esq., Deputy Secretary, Chief Compliance Officer Fiscal Plan, Gov. of Puerto Rico Department of Transportation and Public Works









RELEVANT WORK EXPERIENCE

2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ida	Louisiana: Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Pointe Coupee Parish, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Gramercy, Lutcher	82	16,205,415	Over \$300,000,000
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	32	2,020,000	\$21,743,693
Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
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	27	2,513,185	\$32,667,393
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,738,159
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	5	390,713	\$6,091,446
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	27	5,458,219	\$ 85,415,129



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 Lejune	18	2,518,939	\$ 34,572,767.81
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, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00
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	2,159,454.64	\$ 48,775,168
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
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
	Maryland, Prince Georges County and City of Baltimore	N/A 5	N/A 2,800,000.00	\$ 1,002,792 \$ 50,000,000
Jonas Multiple Severe weather events and	Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of	·		
Jonas Multiple Severe weather events and flooding Hurricane	Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County 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
Jonas Multiple Severe weather events and flooding Hurricane Hermine	Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County 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, Florida: Citrus County, Leon County 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	5 N/A	2,800,000.00	\$ 50,000,000 \$1,792,096.93
Jonas Multiple Severe weather events and flooding Hurricane Hermine Hurricane Matthew	Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County 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, Florida: Citrus County, Leon County 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	N/A 14 Temporary	2,800,000.00 26,694.25 579,473.65 Cubic	\$ 50,000,000 \$1,792,096.93 \$13,572,406.02



2014	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Ice Storms	South Carolina: South Carolina Department of Transportation North Carolina: New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	\$ 54,449,473



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 in excess of \$200 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.

- In 2021, DRC removed over 16,000,000 cubic yards of debris and managed 82 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over \$300,000,000.
- The 2020 hurricane season consisted of numerous hurricanes 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 \$180 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, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.

Banking
Texas Capital Bank
Leila Aloi
Senior VP Corporate Banking
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7005
Laila.Aloi@texascapitalbank.com

Surety
Bowen, Michlette & Britt Insurance
Agency LLC
Toby Michlette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmichlette@bmbinc.com

Insurance
McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com

- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- DRC successfully performed in at least 9 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.

DocuSign Envelope ID: B2F45BBD-C0F3-4646-BE0F-635C2014ECF9

Texas Capital Bank

January 10, 2022

DRC Emergency Services, LLC 6702 Broadway Galveston, Texas 77554

To Whom It May Concern:

DRC Emergency Services, LLC has the financial resources to perform the requested work for the jurisdiction and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of \$400,000,000 led by Texas Capital Bank. DRC Emergency Services, LLC has the financial capability to finance a multi-million dollar volume of work without interference or a slow-down of work.

In addition to the Line of Credit with our bank, the owners of DRC Emergency Services, LLC keep ample levels of Working Capital available at moments notice.

They have banked with us for over 5 years, have always paid as agreed and are one of the highest valued clients in the bank. We've 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 J. Oloi

Leila Aloi

Senior Vice President

Texas Capital Bank

832-308-7005



RFP PW 36-22 Emergency Debris Removal/Emergency Support Services



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
2800 NORTH LOOP WEST, SUITE 1100
HOUSTON, TEXAS 77092
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

January 10, 2022

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 Senior Vice President

DTM/rg

INSURANCE / BONDS / RISK MANAGEMENT





ACORD °

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

В	ELC	TIFICATE DOES NOT AFFIRMAT DW. THIS CERTIFICATE OF INSI RESENTATIVE OR PRODUCER, AI	URAN	ICE	DOES NOT CONSTITUT						
lf	su	RTANT: If the certificate holder in BROGATION IS WAIVED, subject certificate does not confer rights to	to th	ıe te	rms and conditions of th	ne polic	cy, certain p	olicies may			
_	DUCI				inductional in new or ve	CONTAC NAME:					
		Insurance Services, Inc.				PHONE			FAX	713-877-8	8974
		aty Freeway, #400 , TX 77043				E-MAIL	, Ext): 713-877- SS: jbecvar@m	cariff.com	[P/G, NO]:		
						ADDKE			DING COVEDAGE		NAIC#
									RDING COVERAGE		44520
INSU	RED	<u> </u>				1			Insurance Company		
DR	En	nergency Services, LLC					RB:The Phoen RC:Texas Mut				25623
		k 17017 on, TX 77552									22945
							R D :Argonaut II	nsurance com	pany		19801
						INSURE					
ᄂ	/FE	RAGES CEF	TIEI	^ATE	E NUMBER:QBLS2VAK	INSURE	KF:		REVISION NUMBER:		
_		IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			HE POLI	CY PERIOD
IN C	IDIC ERT	ATED. NOTWITHSTANDING ANY RI IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	EQUIF PERT. POLK	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIES EDUCED BY F	OR OTHER S DESCRIBE PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO W	VHICH THIS
INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MWDD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY			ECG106142		06/30/2021	05/26/2022	EACH OCCURRENCE	s	5,000,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
									MED EXP (Any one person)	s	10,000
	<u> </u>		Х	Х					PERSONAL & ADV INJURY	s	5,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	5,000,000
		POLICY X PRO-							PRODUCTS - COMP/OP AGG	s	5,000,000
		OTHER:								s	
В	AU	TOMOBILE LIABILITY			810-6P127610-21-26-G		05/26/2021	05/26/2022	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	Х								BODILY INJURY (Per person)	s	
		OWNED SCHEDULED AUTOS ONLY AUTOS	X	Х					BODILY INJURY (Per accident)	S	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	s	
										\$	
Α		UMBRELLA LIAB X OCCUR			EFX118305		06/30/2021	05/26/2022	EACH OCCURRENCE	s	5,000,000
	Х	EXCESS LIAB CLAIMS-MADE	Х	Х					AGGREGATE	s	5,000,000
		DED RETENTION'S								s	
CD		DRIVERS COMPENSATION D EMPLOYERS' LIABILITY			0001307608 TX WC928748471754		05/26/2021	05/26/2022	X PER OTH-		
-	AN	Y PROPRIETOR/PARTNER/EXECUTIVE		Х	1100201 1017 1101				E.L. EACH ACCIDENT	S	1,000,000
l	(Ma	FICER/MEMBER EXCLUDED? N andatory in NH)	N/A	^					E.L. DISEASE - EA EMPLOYEE	s	1,000,000
L	If ye	es, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	1,000,000
A	Cai	ntractors Pollution & ors & Omissions			PKC111592		05/26/2021	05/26/2022	Contractor's Pollution Errors & Omissions	S	5,000,000 5,000,000
l	-, 1	5.5 & SHIBOROID	Х	Х					Policy Aggregate	s	5,000,000
										\$ 5	
Cert Cert Agg subj	ifica ifica rega ect t	TION OF OPERATIONS / LOCATIONS / VEHIC te Holder is included as an Additional te holder as respects General Liability its. Coverage is primary and non-contrological to policy, terms, conditions, and exclusivent of cancellation by the insurance of the Holder shown below.	Insure Auto ibutor ions.	d on mobil y as i	the General Liability, Automo le Liability, Workers' Compen respects to General Liability,	obile Lia Isation a Automo	bility and Exce ind Excess Lia bile Liability ar	ess Liability po bility. The Ge nd Excess Lia	licies. Waiver of Subrogatio neral Liability Policy include bility policies. All as require	es a Per P ed by writt	Project ten contract
<u>ب</u>	7711	FIGATE HOLDER				0655	SELL ATION				
		FICATE HOLDER				SHO THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL E Y PROVISIONS.		
l "FC	K IIV	IFORMATION ONLY"				AUTHO	RIZED REPRESE	NTATIVE	folken		

Page 1 of 2 © 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while 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 that all contractors and individuals are expected to adhere to.

Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- Evaluating internal and external compliance issues/concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance
- Serving to form a valuable line of communication between the company and 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 apply these values:

- To our <u>customers</u> we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow <u>employees</u> 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 <u>suppliers and subcontractors</u>, we are fair and professional, honoring our commitments to business partners who hold our same values.



COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the "first in response" for natural and man-made disasters by being prepared, responsive, competent, and 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 short cuts when it comes to our ethical values and standards of conduct.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.



Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** and a **quality product**. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Okaloosa County 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 and civil construction groups 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 PROCEDURES

Through careful planning and rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

- 1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
- 2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- Safeguard public, government personnel, and property
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Enhance cost measures through safe practices

DRC's staff includes Sam Dancer, Safety Officer and Jay Gunter, MOT Specialist, 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 successfully certified over 2,000 flaggers to meet MOT guidelines for Temporary Traffic Control Flagging Operations in 2021 alone.

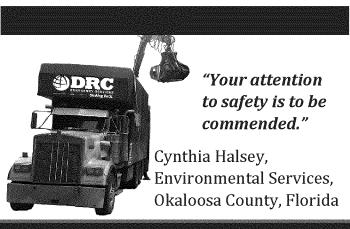
A copy of DRC's Corporate Safety Plan is available for review upon request.

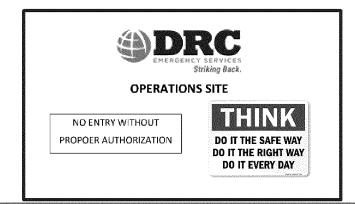
Employee Performance and Training

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:

- Online FEMA doctrine
- Safety performance and practice
- Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.









Drug Free Workplace Program

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 on-going condition of employment, employees are required to abide by this prohibition and to notify her/his 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.
- 3. 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.
- 4. DRC provides information about drug counseling and treatment.
- 5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

Technical Training & Educational Services

DRC Emergency Services, LLC can help local government prepare for almost any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides on-going 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, the Oklahoma Emergency Managers Conference and presided over the round table 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 principals 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 Okaloosa County with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the County as a service at no additional cost. Typical workshops include:

- 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.

"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



10 YEAR PAST PERFORMANCE

Please see below for projects performed by DRC over the last decade. Project values below with asterisks (*) are in progress and amounts are subject to change.

2021	CONTRACTING AGENCY	DESCRIPTION OF WORK	Contract Amount
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$377,380.60
October	Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$ 1,470,014.00
September	Bay City, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – Tropical Storm Nicholas	*\$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$240,128.24
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$1,232,403.82
September	St Charles Parish, LA	Canal Disaster Debris Removal Services – Hurricane Ida DR- 4611	*\$14,565,586.29
September	Sorrento, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$106,465.82
September	Town of Gramercy, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$173,622.42
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$140,264.15
September	Assumption Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$178,534.05
September	Baker, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$117,558.05
September	St. Tammany Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$9,429,833.40
September	Town of Lutcher, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$227,126.86
September	Montgomery County, PA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$2,114,668.22
September	Donaldsonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$266,559.51
September	Central, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$320,466.81
September	St. James Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$1,022,534.35
September	Ascension Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$4,435,809.14
September	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$15,156,183.08
September	LADOTD 61	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$5,205,060.02
September	LADOTD 62	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$13,363,136.44
August	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$22,162,217.03
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$21,693,054.97





August	Abita Springs, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$14,565,586.29
August	Lafourche Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$12,356,288.72
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$8,971,170.02
August	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	*\$23,056
July	FDOT District 2 Perry	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$15,000
July	FDOT District 2 Chiefland	Emergency Cut & Toss - Tropical Storm Elsa EM-3561	\$18,326.25
July	Foley, AL	Hurricane Debris Stream Cleanout - Hurricane Sally DR-4563	\$15,000
July	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	*\$1,291,817.31
June	Pinellas County, FL	Red Tide Fish Kill	*\$158,318.55
June	Ascension Parish, LA	May weather event	*\$1,390.08
June	State of Washington	Town of Malden Fire Cleanup	Work in progress
May	East Baton Rouge, LA	May Flood Event	*\$500,153.64
April	City of Mobile, AL	Bulky Waste	\$38,637.5
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$200,000
April	City of Austin, TX	Winter Storm Debris Removal	\$382,005
April	Shelby County, AL	Alabama Tornadoes	\$511,206.78
April	Calhoun County, AL	Alabama Tornadoes	\$2,942,622.86
April	Westwego (City of), LA	Hurricane Zeta DR-4573	\$22,440
March	Central, LA	Winter Storm Debris	\$51,300
February	East Baton Rouge	Winter Storm Debris Removal	*\$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	\$334,495.25
January	CalRecycle	2020 Fires, Debris Removal & Hazard Tree Removal Services	\$183,735,350
January	Washington County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$2,806,056.32
January	Clarke County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$4,299,718.14
2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	State of Washington	Town of Malden Fire Clean up	\$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$1,472,310.16



November	Mobile County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$5,075,456.97
November	City of Prichard, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$836,185.25
November	Stone County, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$1,462,022.56
November	City of Lucedale, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	\$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – Hurricane Zeta DR-4579	\$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services — Hurricane Sally DR-4564	\$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – Hurricane Zeta DR-4573	\$9,254,899.38
October	City of Slidell, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$367,233.00
October	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$591,978.10
October	City of Kenner, LA	Food Services – Hurricane Zeta DR-4577	\$23,685
October	Jefferson County, TX	Logistic Services — Hurricane Delta	\$13,530
October	City of Baker, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$121,977.20
October	East Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$27,000
October	West Feliciana Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$4,883,624.13
October	Acadia Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$1,054,273.01
October	City of Semmes, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$77,396
October	Vernon Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,769,350.27
October	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66



September	Jefferson County Drainage District, TX	Logistic Services — Hurricane Laura DR-4559	\$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$14,832.68
September	Jackson County, FL	Private Property Debris Removal—Hurricane Michael (DR-4399)	\$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$991,095.96
September	Mobile County, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$4,438,764.67
September	City of Mobile, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$10,143,825.52
September	Winn Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal — Hurricane Laura DR-4559	\$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – Derecho Severe Storms DR-4557	\$267,066.73
September	Grant Parish, LA	Disaster Debris Removal — Hurricane Laura DR-4559	\$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- Hurricane Laura DR- 4559	\$12,886.39
August	City of Deland, FL	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	\$3,400
May	Virginia Department of Emergency Management	COVID-19 Support	\$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	\$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	\$29,283,377.08
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
January	City of Houston, TX	Houston	15,792,662.59





2019	CONTRACTING AGENCY	DESCRIPTION OF WORK	Contract Amount
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX	Disaster Debris Management— Tropical Storm Imelda (DR- 4466)	\$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management— Tropical Storm Imelda (DR- 4466)	\$87,791.50
September	City of Nederland, TX	Disaster Debris Management— Tropical Storm Imelda (DR- 4466)	\$12,142.40
September	New Hanover County, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment—Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL	Logistical Services—Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	\$650,075.00
August	Village of Plover, WI	Straight-Line Wind – Debris Removal	\$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal — Hurricane Barry (DR-4462)	\$398,040.07
June	State of New York	Provide MRE's	\$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation	Hurricane Maria Debris Removal (DR-4339)	\$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44
2018	CONTRACTING AGENCY	DESCRIPTION OF WORK	Contract Amount
November	Sampson County	Disaster Debris Removal Services—Hurricane Florence (DR-4393)	\$23,484.79
October	Jones County	Debris Removal—Hurricane Florence (DR-4393)	\$209,953.44
October	GDOT-Colquitt	Debris Removal—Hurricane Michael (DR-4399)	\$326,471.84
October	FDOT	Base Camp—Hurricane Michael (DR-4399)	\$1,888,658.00
October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal— Hurricane Michael (DR-4399)	\$33,539,480.67



	FDOT Region 2		
October	Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal— Hurricane Michael (DR-4399)	\$23,193,485.63
October	Southport, NC	Debris Removal— Hurricane Florence (DR-4393)	\$467,856.46
October	Greene County, NC	Debris Removal— Hurricane Florence (DR-4393)	\$12,779.24
October	Jackson County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$40,000,000
October	Holmes County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$2,269,063.94
October	Pamlico County, NC	Veg Disposal— Hurricane Florence (DR-4393)	\$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal—Hurricane Florence (DR-4393)	\$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal— Hurricane Florence (DR-4393)	\$650,092.07
September	Surf City, NC	Debris Removal— Hurricane Florence (DR-4393)	\$1,750,794.12
September	Pine Knoll Shores	Debris Removal— Hurricane Florence (DR-4393)	\$926,151.47
September	Burgaw, NC	Debris Removal— Hurricane Florence (DR-4393)	\$260,824.92
September	Havelock, NC	Debris Removal— Hurricane Florence (DR-4393)	\$1,193,356.81
September	Wilmington, NC	Debris Removal— Hurricane Florence (DR-4393)	\$118,716,164.35
September	Pender County, NC	Debris Removal— Hurricane Florence (DR-4393)	\$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	\$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	\$285,771.03
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR- 4362)	\$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	\$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR- 4362)	\$882,966.84
March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR- 4362)	\$237,601.18
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79
2017	CONTRACTING AGENCY	Description of Work	Contract Amount
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	\$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	\$2,383,018.23
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84
	•		•





September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	\$642,298.98
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 30,010.87
September	Debary, FL	Debris Removal - Hurricane Irma (DR-4337)	\$ 1,073,891.11
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	\$97,056.16
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	\$142,821.03
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$923,524.92
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	\$103,132.63
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	\$478,643.62
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	\$469,540.11
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,190,026.81
September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$31,010.87
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	\$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$ 98,530
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$835,621.90
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,273,788.48
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	\$715,802.20
September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	\$8,196,643.97
September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,648,345.56
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$2,383,018.23
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$563,069.00
September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	\$16,839.99
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	\$55,125.00
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$17,246.1
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,062,849.32



August	Port Arthur, TX	Emergency Supplies - Hurricane Harvey (DR-4332)	\$336,668.94
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	\$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - Hurricane Harvey (DR-4332)	\$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$7,595,915.65
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	\$20,000
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT
Nevember	Cranna County NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-	AMOUNT
November	Greene County, NC	4285)	\$75,870.33
November	GDOT – Chatham County	Emergency Routine Maintenance - Hurricane Matthew (DR-4284)	\$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4285)	\$162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - Hurricane Matthew (DR-4285)	\$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - Hurricane Matthew (DR-4283)	\$52,600.00
October	City of Debary, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4283)	\$256,463.67
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4283)	\$3,861,220.75
October	City of DeLand, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4283)	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4283)	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR- 4283)	\$856,579.69
September	Leon County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$1,591,250.93
		<u> </u>	<u> </u>



September	Citrus County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$66,153.72
June	Caldwell Parish, LA	March 2016 Flood - Louisiana Severe Storms and Flooding (DR-4263)	\$16,401.60
June	St. James Parish, LA	Haul Out - February 2016 Tornado	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	May 2016 Wind Event	\$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - April 2016 Tornado	\$558,910.69
May	New Hanover County, NC	Debris Removal - May 2016 Tornado	\$41,351.56
April	Harris County, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$504,198.86
April	City of Houston, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$2,728,745.37
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
January	Prince George's County, MD	Snow Removal - Winter Storm Jonas	\$179,188.75
January	Loudon County, VA	Snow Removal - Winter Storm Jonas	\$223,113.50
January	Maryland Department of General Services	Snow Removal - Winter Storm Jonas	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - Winter Storm Jonas	\$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - Winter Storm Jonas	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
2015	CONTRACTING AGENCY	D ESCRIPTION OF WORK	Contract Amount
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$87,304.60



May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	\$1,506,550.65
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	Contract Amount
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	\$5,395,557.23
August	Alabama Department of Transportation – 2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - Hurricane Arthur	\$8,750.00
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - April Rain Event	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	\$458,785.00



2013	CONTRACTING AGENCY	D ESCRIPTION OF WORK	CONTRACT
			AMOUNT
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development – Bienville Parish	l-20 Tree Removal in Bienville Parish	\$348,053.00
June	St. Charles County, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - Midwest Tornado Outbreak	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - Super Storm Sandy Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50
2012	CONTRACTING AGENCY	D ESCRIPTION OF WORK	Contract Amount
November	Piscataway, NJ	Debris Removal - Super Storm Sandy	\$1,498,637.31
November	New York Department of Transportation – Nassau County	Debris Removal - Super Storm Sandy	\$5,190,263.72
November	New York Department of Transportation – Suffolk County	Debris Removal - Super Storm Sandy	\$8,224,716.15
November	New York Department of Transportation – Suffolk County	Debris Removal - Super Storm Sandy	\$3,607,542.53
November	Harford County, MD	Debris Removal - Super Storm Sandy	\$29,671.63
September	Ascension Parish, LA	Debris Removal - Hurricane Isaac	\$279,364.17
September	Louisiana Department of Transportation and Development – District 62	Debris Removal - Hurricane Isaac	\$913,039.39
September	Mandeville, LA	Debris Removal - Hurricane Isaac	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - Hurricane Isaac	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - Hurricane Isaac	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - Hurricane Isaac	\$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - Hurricane Isaac	\$64,402.51
August	City of New Orleans, LA	Debris Removal - Hurricane Isaac	\$2,576,871.94
August	Downtown Development District — New Orleans, LA	Debris Removal - Hurricane Isaac	\$14,858.79
August	State of Louisiana	Mass Feeding - Hurricane Isaac	\$23,750.00
August	State of Louisiana	Catering Services - Hurricane Isaac	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - Hurricane Isaac	\$4,604.64



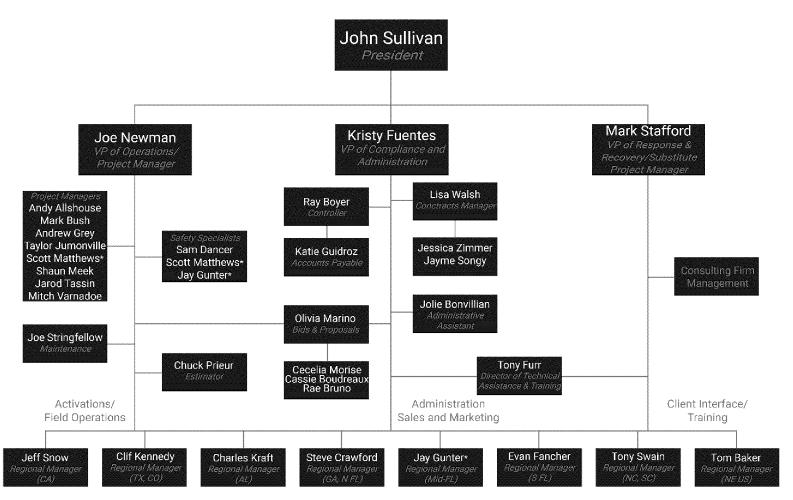
Tab 3: Qualifications

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

August	State of Louisiana	Sand Delivery - Hurricane Isaac	\$19,680.00
August	Florida Department of Transportation – District 7	Cut and Toss Contract Z7023 - Hurricane Isaac	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142.817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - January 2012 Tornadoes \$458,260	
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80



ORGANIZATIONAL CHART



* indicates this person is listed twice



KEY PERSONNEL

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or 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, 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.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900





<u>Ioe Newman, Vice President of Operations</u>

With more than 14 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As Vice President of Operations, Mr. Newman provides operational oversite in order to measures progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mr. Stafford has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mr. Stafford was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

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 since 2005 (Hurricane 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 grants 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, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.





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.

FEMA Certifications: 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

Other Certifications: 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

Steve Crawford, Regional Manager

Mr. Crawford comes to 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 operations, project management, as well as sales/marketing of compost and mulch products. Additionally, he was previously responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout the state of Florida. Most recently in response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in Grant Parish, LA, Winn Parish, LA, Natchitoches Parish, LA, and the City of Natchitoches, LA. During this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1,380,000 cubic yards of debris throughout these areas. Additionally, Mr. Crawford helped coordinate Hurricane Sally efforts for Gulf Breeze, FL, Mary Esther, FL, Niceville, FL, and Forsythe County, GA. Some of his other major activations include Hurricanes Michael and Florence. During Hurricane Michael, Mr. Crawford worked closely with FDOT where he managed a ten-day PUSH consisting of 339 crews.

FEMA Certifications: IS-3, IS-8.a. IS-11.a, IS-5.a, IS-15.b

Other Certifications: Hazwoper

Mark Bush, Project 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 served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness

Training, CPR AED Certified

Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 2 years and has more than a decade of relevant work experience. He currently resides in Coffee County, GA.





Mr. Varnadoe has worked on the following projects with DRC: Graves County, KY; Mayfield, KY Tornadoes; Assumption Parrish, LA- ROW; Assumption Parrish, LA- DOT; Town of Napoleonville, LA- ROW; Town of Central, LA-ROW; St. James Parrish, LA-ROW; St. James Parrish, LA-DOT; Hurricane Laura, LA; Grant Parrish-ROW (2020); Jackson County, FL-PPDR

Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 5 years and has over 11 years of relevant work experience. He has worked on more than 15 different projects and has managed the City of Houston bulk waste project for more than 3 years. Mr. Meek has also managed up to 6 man-camps that provided laundry, shower/toilet, and food services. He currently resides in Harris County, TX.

Andy Allshouse, Project Manager

Mr. Allshouse has been employed with DRC for about a year and has 3 years of relevant work experience. He has worked on approximately 7 disaster relief projects. Mr. Allshouse currently resides in New Port Richey, FL.

Andrew Grey, Project Manager

Mr. Grey has worked for DRC for about a year and comes to the company with over 30 years of relevant work experience. He has helped operate 3 debris management projects within the last year. He presently resides in Marion County, FL.

Taylor Jumonville, Project Manager

Mr. Jumonville comes to DRC with 3 years of experience in project management. He has currently worked for DRC for 1 year. He has worked on 10 debris management projects throughout his career. Mr. Jumonville presently resides in Lafayette, LA.

<u>Jarod Tassin, Project Manager</u>

Mr. Tassin joined DRC with 1 year of relevant work experience and has worked for DRC for 6 months. He has currently worked on 2 projects with the company. He presently lives in Metairie, LA.

Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Ida, Delta, Gustav, and Ike; Shelby County, AL tornado; Pinellas County, FL Red Tide Fish Kill; East Baton Rouge Parish, LA ice storm and flood; Ascension Parish, LA flood; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

In 2020, Mr. Dancer was a Project Manager for Bulk Trash Removal in Lafourche Parish, LA. In the past, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS-20.21, IS -21.19, IS-21.21, IS-29, IS-33.17, IS-35.21, IS-36, IS-37.19, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.hcb, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-360, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS-2900.a, IS-2901

Tab 3: Qualifications

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, 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

Other Certifications: Access to a TWIC card, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900









DRC has policies in place to protect our employees and your community. DRC has successfully continued to provide disaster relief services during the unprecedented COVID-19 pandemic. In times of disaster, DRC adapts, moves forward, and strikes back.

EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network 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.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. 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.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Proposed Subcontractors

		1 000 - 100 M		Commence of the Commence of th	
200 P. J. of Co.	posed		Tara a	2 al	BALL SHE
2006 500 50° or "	OT all Tall	s 2020 oo Year Hea	A TO JULE	1月 数のもでき	N. S. M. S.

T&S Trucking Service, LLC (DBE/WOSB)
Samantha Votis
5525 Plantation Lane
PO Box 5
Crandon, WI 54520
(715) 889-1653

RPF Emergency Services, LLC Hunter Fuzzell 520 Mineral Trace, Unit C, Hoover, AL 35244 205-637-6949

Proposed Local Subcontractor

Dixie Trucking and Landscaping LLC
Eric Edwards
234 Mossy Ln
DeFuniak Springs, FL 32435
850-259-7225

Tab 3: Qualifications

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Local S/M/WBE Resource Program

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
 - o Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "Hands on" technical assistance to a variety of companies
- Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

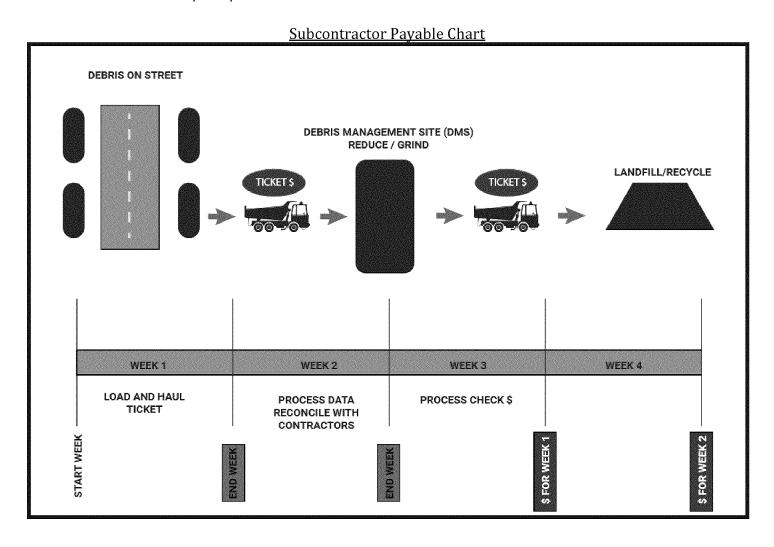
From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample 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.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- © Compliance with governmental employment regulations, unemployment compensation and workman's compensation
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.



"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."

Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East
 Baton Rouge's Department of Environmental Services

AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment 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 handicapped and disabled employees. 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 work force 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.





REFERENCES

	References						
Owner & Timeline	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT			
Jefferson Parish, LA September 2021- Present	Disaster Debris Removal Services— Hurricane Ida DR-4611	*\$15,156,183.08	1,501,017.00	Katherine Costanza, Assistant Director of Environmental Affairs Phone: 504-736-6440 KCostanza@jeffparish.net 834 S. Clearview Parkway, Harahan, LA 70123			
Grant Parish, LA September 2020 – February 2021	Disaster Debris Removal – Hurricane Laura (DR-4559)	\$11,817,169.83	1,172,226	Sissy Pace, Parish Manager & Secretary/Treasurer Phone: (318) 627-3157 sissy.pace@gppj.org 200 Main Street, Colfax, LA 71417			
City of Gulf Breeze, FL September 2020- November 2020	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$1,023,202.02	81,656	Samantha Abell, City Manager (850) 203-6033 sabell@gulfbreezefl.gov P.O. Box 640, 1070 Shoreline Drive, Gulf Breeze, FL 32561			
Holmes County, FL October 2018- February 2019	Debris Removal Services Hurricane Michael (4399)	\$2,269,063	136,923	Clint Erikson, County Commissioner, District 5 Phone: (850) 547-1119 clinterickson@holmescountyfl.org 107 E. Virginia Avenue Bonifay, FL 32425			
Jackson County, FL October 2018- September 2019	Debris Removal Services Hurricane Michael (4399)	\$33,662,302.07	2,346,830.4	Clint Pate, County Commissioner, District 2 Phone: (850) 527-3900 cpate@jacksoncountyfl.com 2864 Madison Street Marianna, FL 32448			
Monroe County, FL October 2017- February 2018	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84	654,728.03	Judy Clarke, Director of Engineering Services Phone: (305) 295-4329 Fax: (305) 295-4321 Clarke-judith@monroecounty-fl.gov 1100 Simonton Street 2-216 Key West, FL 33040			



LETTERS OF RECOMMENDATION

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG
COUNCIL
MARK McCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
THERESA HARMON
GREGORY S. NESBITT, Esq
SEAN WADE



1025 HORSHAM ROAD

HORSHAM, PA 19044

215-643-3131 PHONE 215-643-0448 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 thought 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

ial Jayyotti Sh.



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

May 11, 2021

Karen Tyler Secretary-Treasurer Letter of Reference-DRC Emergency Services

To Whom It May Concern;

Kirk Miles Vice-President

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

District One Phillip Evans

District Two

Deionne Carpenter

District Three
Joshua McAllister

District Four Tammy Griffin

> District Five Kirk Miles

District SixAuthor Robinson

District Seven Frank McLaren 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

Striking Back.

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

Joshua McAllister

President

Winn Parish Police Jury

JM/kt



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

Olen Bear



BOARD of COUNTY COMMISSIONERS

Phone (850) 482-9633 Fax (850) 482-9643 www.jacksoncountyfl.net

Administration Building 2864 Madison Street Marianna, Florida 32448-4021

October 8, 2020

SLSCO/DRC Emergency Services 6702 Broadway St. Galveston, TX 77554

RE: Letter of Reference

It is with great pleasure that I write this letter of reference for SLSO/DRC Emergency Services. I had the opportunity to work with them on the Hurricane Michael disaster in Jackson County, Florida.

When Hurricane Michael hit the Florida Panhandle on Oct. 10, 2018, SLSCO/DRC had employees in our county ready to help. They have proven to be very knowledgeable about the process of debris removal, the regulations and requirements of the state and FEMA.

I would gladly recommend SLSCO/DRC for all your emergency service needs. After the massive cleanup that occurred in our county, our existing contracts were up. We went back out for bid and SLSCO/DRC was selected again because of their excellent performance.

Sincerely,

Clint Pate

Chairman, Jackson County Board

大方言

Of County Commissioners

Commissioners

Dr. Willie E. Spires District 1 Clint Pate District 2 Chuck Lockey District 3

Eric Hill District 4 Jim Peacock District 5



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





tion, Custon td. Contracts Appear

ream M. Makkamada Da kanin, Pay Camada karatasa

August 8th, 2018

RE: DRC Emergency Services, LLC (DRC)

To whom it may concern:

DRC has been under contract with the Puerto Rico Department of Transportation and Public Works (DTPW) following the landfall of Hurricane María. DRC was tasked with clearing the DTPW's right of way (ROW) of all storm related debris in their assigned zone. Based on our experience with DRC thus far, we would support them in being considered for similar work.

To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers. They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort.

If you require further clarification, please do not hesitate to contact the undersigned.

Sincerely,

Deputy Secretary

Juan M. Maldonado, Esa

Chief Compliance Officer Fiscal Plan











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

Brian A. 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





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

ugust 15, 2017

EMERGENCY SERVICES

Striking Back.

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 active 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 produce 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 welling to adjust schedules as needed. I had a number of conversation 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 1 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 Bundick

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





To: DRC Emergency Services

From: Alan Williamson, Public Works Director

Subject: Letter of Reference

Date: 13 March 2017

The City of DeBary was impacted by Hurricane Matthew in October 2016. The city had in place emergency stand-by debris removal contracts, and DRC Emergency Services was activated for this event. DRC representatives met with city staff prior to hurricane land-fall, and as a result of Hurricane Matthew the city had 19,000 cubic yards of debris to pick up, reduce by chipping, and haul out.

DRC coordinated the process for each phase of the debris process which included the removal, grinding, and haul out of the debris. In addition to the debris services provided the final documentation was thorough and straightforward which is invaluable for FEMA reimbursement purposes.

I would highly recommend DRC Emergency Service for a debris removal contractor as they are quick to assist, answer questions, and help train staff to get the job done safely and quickly.

Respectfully yours,

Alan Williamson City of DeBary

Public Works Director

Alan Williamson







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

JOE SULEYMAN
Director of Environmental Management

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: usicitor:@ci.pon-neches..v.us
WEB: www.ci.pont-neches.tv.us



of St. Hugustine



St. Augustine, Florida Nation's Oldest City Public Works

1565 - 2015 450 years

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.

Martha Graham

Director of Public Works

75 King Street, 32084 - PO Box 210, 32085 - Office 904/825-1040 - FAX 904/209-4286



LEON

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."



South Carolina
Department of Transportation

July 8, 2014

To: Whom it May Concern

Subject: Letter of Reference - DRC Emergency Services

DRC Emergency Services was one of several pre-qualified Contractors responding to the Ice Storm Pax in South Carolina on February 18, 2014. The Company demonstrated an extreme sense of urgency relative to mobilization of equipment and manpower. DRC acquired South Carolina Department of Health and Environmental Control (SCDHEC) approval for the establishment of debris management sites within the first forty-eight hours which allowed debris operations to immediately begin. The significance of this rapid response was to enable South Carolina Department of Transportation to receive an elevated percentage of FEMA reimbursement through the Sandy Recovery Act.

DRC's Program Manager, Hunter Fuzzell provided a heightened level of responsiveness that was essential for a project of this size and intensity. The Company's operating techniques for tree trimming along the tight I-26 and I-95 corridors had to be tailored for the unique conditions present. I highly recommend DRC Emergency Services without reservation.

Sincerely

Mark Hunter, P.B.

Assistant State Maintenance Engineer

Post Office Box 191 Golumbia, Sputh Gerolina 29202-0191 AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER





Tab 5: Required Forms

RFP PW 36-22 Emergency Debris Removal/Emergency Support Services

Please see the following required forms attached:

- Respondent's Acknowledgement
- Interpretation of Estimate Quantities
- Drug-Free Workplace Certification
- Conflict of Interest Disclosure Form
- Federal E-Verify Compliance Certification
- Cone of Silence
- Indemnification and Hold Harmless
- Company Data
- Addendum Acknowledgement
- Addenda
- Lobbying
- Certification Regarding Debarment, suspension, Ineligibility and Voluntary Exclusion
- System Award
- Vendors Scrutinized Companies Lists
- Title VI Clauses for Compliance with Nondiscrimination Requirements
- Grant Funded Clauses
- Buy America Certificates
- References
- Bid Bond



REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT					
RFP TITLE: Emergency Debris Removal/Emergency Support Services	RFP NUMBER: RFP PW 36-22				
ISSUE DATE:	May 2, 2022				
LAST DAY FOR QUESTIONS:	May 15, 2022 3:00 P.M. CST				
RFP DUE DATE & TIME:	May 27 , 2022 3:00 P.M. CST				
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OF CONSIDERED.	PENING DATE & TIME WILL NOT BE				
Okaloosa County, Florida solicits your company to submit a proposal specifications and conditions set forth in this RFP are incorporated into y conditions have been met. All proposals must have an authorized signate submitted electronically by the time and date listed above. Proposals may proposal opening unless otherwise specified.	rour response. A proposal will not be accepted unless all are in the space provided below. All proposals must be				
RESPONDENT ACKNOWLEDGEMENT FORM BELOW RETURNED AS PART OF YOUR PROPOSAL. PROPOSAL FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RES	S WILL NOT BE ACCEPTED WITHOUT THIS				
COMPANY NAME DRC Emergency Services, LLC					
MAILING ADDRESS 111 Veterans Boulevard					
Suite 401					
CITY, STATE, ZIP Metairie, LA 70005					
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):					
TELEPHONE NUMBER: (888) 721-4372 EXT: EXT:	FAX: <u>(504) 482-2852</u>				
I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR USERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSAND CONDITIONS OF THIS PROPOSAL TO CERTIFY THAT I AM RESPONDENT. AUTHORIZED SIGNATURE: OR PRINTED NAME TITLE: Vice President/Secretary/Treasurer DATE	THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SION OR FRAUD. LAGREE TO ABIDE BY ALL TERMS				

Rev: September 22, 2015

NOTICE TO RESPONDENTS RFP PW 36-22

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) May 27, 2022, for Emergency Debris Removal/Emergency Support Services.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST May 27, 2022**, at which time all proposals that are timely submitted will be opened and reviewed.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For information regarding this solicitation please contact:

DeRita Mason, Sr. Contracts and Lease Coordinator,

CPPB, NIGP-CPP

850-589-5960

dmason@myokaloosa.com

Jeff Hyde

Purchasing Manager

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Mel Ponder Chairman

REQUEST FOR PROPOSAL

RFP PW 36-22 EMERGENCY DEBRIS REMOVAL/EMERGENCY SUPPORT SERVICES

BACKGROUND:

The purpose of this solicitation is to seek qualified vendors to provide emergency debris removal services, which shall consist of collection, processing/reduction, and lawful disposal of disaster-generated debris from public property and public right of way in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Okaloosa County (the "County" or "Owner") is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal.

The Contractor must handle debris management activities in conjunction with the County's needs and in accordance with the applicable local, state and federal laws and regulations, including but not limited to, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), Florida Department of Environmental Protection (FDEP) and Federal Emergency Management Agency (FEMA). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, Title 23, and 23 CFR shall apply to this contract in order to be eligible for reimbursement under the Public Assistance Program. The Contractor is not authorized and shall not be paid to collect, remove, process or dispose of debris that is not eligible for federal reimbursement without written authorization from the Owner or designee. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) debris removal and public property debris removal (unless otherwise stated).

At this time, Okaloosa County has three FDEP permitted debris management sites that would be available for the Contractors use associated with debris removal from the unincorporated County area. The names and addresses of these facilities are as follows:

- 1. Wright Landfill 1671 N. Beal Extension, Fort Walton Beach, FL 32547
- 2. Baker Landfill 1415 Charlie Day Road, Baker FL 32531
- 3. Keyser Mill Pit Keyser Mill Road, Baker FL 32531

The County cannot guarantee the long-term availability of these sites and the Contractor may be required to secure alternative debris management sites.

All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies in Okaloosa County (including the incorporated municipalities of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar, and Valparaiso) under the same conditions, for the same contract price, and for the

same effective period, should the respondent feel it is in their best interest to do so. Use of the word "County" shall mean Okaloosa County, FL and "Owner" shall constitute Okaloosa County or other governmental entities utilizing this agreement.

Contractor's work shall be performed under oversight of the Owner and a contract debris monitoring firm. It is anticipated that contract monitoring firm will utilize an electronic debris monitoring system to document the contractor's work.

NOTE: Okaloosa County reserves the right to award to multiple vendors.

GENERAL SCOPE OF WORK: Okaloosa County requests proposals for Emergency Debris Removal and other Emergency Support Services by individuals and/or organization(s) to provide the following tasks:

Payment Items:

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

2. Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security, fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Loading and Haul-Out of Vegetative Debris Reduced by Grinding:

Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

4. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of vegetative debris or reduced vegetative debris received by the Contractor shall be reimbursed to the County.

5. Site Management and Reduction of Vegetative Debris by Burning:

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. The County shall decide on the appropriate method of burning – open burning, air curtain incineration, etc. The Contractor shall be responsible for ensuring that burning is authorized and permitted by the state environmental agency. This scope item may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security, fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

6. Loading and Haul-Out of Vegetative Debris Reduced by Burning:

Contractor shall load and haul all reduced vegetative debris by burning to a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of vegetative debris or reduced vegetative debris received by the Contractor shall be reimbursed to the County.

8. Removal and Hauling of C&D / Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D) / Mixed debris from public property and ROW, including structure demolition from Non-Regulated Asbestos Containing Material (RACM) structures (private property) as approved by the Owner. Contractor shall deliver C&D/ Mixed debris to a DMS, transfer station, or landfill approved by the Owner and state environmental agency.

All necessary scope of work items associated with structure demolition (including permits, utility disconnects, etc.) shall be included in this pay item including:

- Removal and transportation of demolished structures and scattered C&D/ mixed debris on private property will be performed as identified by the Owner.
- The Contractor is required to strictly adhere to all local, state, and federal laws and regulations (such
 as obtaining demolition permits) for the demolition, handling, and transportation of non- RACM
 structures.
- Non-RACM structural demolition may necessitate decommissioning which shall consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from Non-RACM structures at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner approved DMS, transfer station, or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific Right of Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.

Payment under this pay item shall be based on a per cubic yard quantity.

9. Site Management of C&D / Mixed Debris:

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites for construction and demolition (C&D)/ Mixed debris. This may include C&D/ Mixed debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security (if needed), fire prevention, dust control, provision of temporary restrooms, and shall include segregation of types and sources of debris, as directed by the Owner.

Contractors shall work and manage piles to achieve some level of compaction. Payment under this pay item shall be based on a per cubic yard quantity.

10. Loading and Haul-Out of C&D / Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall load and haul all staged (located at a DMS or other staged site) construction and demolition (C&D) / Mixed debris to a final disposal site approved by the County and authorized by appropriate permit by the state environmental agency. The Contractor may be required to remove and haul C&D / Mixed debris from a DMS site or sites managed by others, to an approved landfill (or other final disposition site approved by the County). Transporting debris shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

11. Disposal of C&D/ Mixed Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D)/ Mixed debris removed from the ROW or an approved DMS for final disposal at a landfill or other final disposal site approved by County and authorized by appropriate permit by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of debris or reduced debris received by the Contractor shall be reimbursed to the County. Payment under this pay item shall be based on a per ton quantity.

12. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate vegetative debris pay items.

13. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate vegetative debris pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental (absorbed) to the hazardous tree removal cost and will not be eligible for separate payment.

14. Removal of Hazardous Stumps:

With prior approval from the County or debris monitor, the Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole. Payment shall be on a per-stump basis.

Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other ROW vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris removal and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.

The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be incidental (absorbed) to the hazardous stump removal costs and will not be eligible for separate payment

15.1 Demolition, Loading, and Hauling of Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with County requirements as well as state environmental agency and EPA requirements for RACM demolition, loading, hauling, and disposal requirements. The Contractor will deliver the RACM material to a final disposal site approved by the County and permitted by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization.

Under this scope element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and haul eligible RACM structures on public or private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D/ Mixed debris on public or private property, will be transported to an Owner-approved final disposal site in accordance with all Federal, State, and Local regulations. Other required elements of this scope item include:

- The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap
 tires from an RACM structure at a properly sanctioned facility in accordance with all applicable
 Local, State, and Federal regulations.
- Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- Removal and transportation of eligible RACM demolished structures and eligible scattered C&D/ Mixed debris on private property will be performed as directed in writing by the Owner's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner-approved final disposal site that accepts RACM debris (per State permit). The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto public or private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific ROE legal and operational procedures for public or private property debris removal programs if requested.
- Once RACM is removed, the remaining material shall be removed and hauled as C&D/ Mixed material and the costs associated with the non-RACM shall apply.

Payment under this item will be per cubic yard.

15.2 Disposal of Regulated Asbestos Containing Material:

As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of RACM at a landfill or other final disposal site approved by County and authorized by appropriate permit by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor's direct costs for tipping/ disposal fees shall be reimbursed (at no mark up, etc.) by the County. Any revenues from the recycling of debris or reduced debris received by the Contractor shall be reimbursed to the County.

16. White Goods:

The Contractor shall remove from the ROW or public property, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per unit removed and disposed/recycled.

17. Electronics Waste:

The Contractor shall remove from the ROW or public property, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. Prior to implementing an e-waste collection program, the Contractor shall work with the Owner to define what electronic items constitute e-waste and require separate collection. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

18. Concrete:

The Contractor shall load, haul, and recycle/dispose Concrete and masonry material separated by the property owner and placed on public property or ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

19. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, collection, recycling, and/or disposal of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate HHW from vegetative and C&D / Mixed debris (as needed) and load and transport the HHW to an approved recycling or approved final disposal site. The HHW may need to be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs).

20. Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

21. Abandoned Tires:

The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a permitted recycling or disposal facility. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

22. Drainageways Debris

At the County's request and prior approval, Contractor will collect, haul, and dispose eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be reasonably and efficiently hauled utilizing a standard ROW debris removal process. The per linear foot unit price for this work will include all matting, equipment, loading, hauling, and disposal.

23. Marine Debris

At the County's request and prior approval, Contractor will collect, haul, and dispose of eligible debris from waterways, bays, canals and oceans which is determined be beyond the extent of debris that can be reasonably and efficiently collected and hauled through standard land debris removal operations. The per cubic yard price for this work will include all vessels, barges, cranes and other equipment, matting, loading, hauling, and final disposal.

24. Restoration of canal banks and slopes:

Grading of canal banks shall be performed in accordance with County construction standards and apply generally accepted construction practices for drainage construction. Work will be performed as directed by the Owner's representative, followed by placement and compaction of fill material to restore canal banks to pre-disaster condition, to include permanent stabilization. Payment under this item will be per cubic yard of placed and compacted fill material.

25. Abandoned Vehicles and Vessels:

The scope of work for this activity shall include:

a) Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor (vehicles and vessels) from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance

with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All storage, tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.

- b) The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- c) The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel tagging/notification, removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under the Contract.
- d) At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.
- e) Once all claimed vehicles and vessels have been removed by the owner and insurance company, the Contractor will be responsible for the final loading, hauling, and recycling/disposal of any unclaimed vehicles or vessels. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws. Unit pricing shall be inclusive of the cost of recycling or disposal of any unclaimed vehicles or vessels.
- f) Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- g) Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- h) The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- i) Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- j) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.

- k) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- m) The Contractor will provide removal of vehicles and vessels as directed by the Owner representative.
- n) Towing from the storage facility to the owner or insurance company location will be the responsibility of the owner or insurance company and is not included in this scope and contract. The Contractor shall not charge the owner or insurance company storage fees or other fees for picking vehicles or vessels.
- o) In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Okaloosa County Sheriff's Office within 24 hours of tow. The notification will be via email to the designated Sheriff's Office contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the Environmental Protection Agency (EPA) or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.
- p) The bidder represents that he is familiar with local conditions. Estimated quantities are not guaranties, but estimates only provided to assist bidders.
- q) Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under the Contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

Payment under this scope item will be on a per unit based on the categories defined below.

25.1. Abandoned Cars, Trucks and Vans:

Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.

25.2. Abandoned Campers, RV's and Shipping Containers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

25.3. Abandoned Busses and Tractor Trailers:

Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of-way.

25.4. Abandoned Utility and Boat Trailers:

Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.

25.5. Abandoned Vessels – 10 to 26 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

25.6. Abandoned Vessels – 27 to 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

25.7. Abandoned Vessels – Over 40 Feet:

Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

26. Removal of Debris from Sand Beaches:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. The Contractor may at his option, store debris at a temporary DMS in order to improve turn-around time and avoid landfill congestion. No separate payment will be made for storage, management or re-loading/hauling of beach debris. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be per ton of debris removed.

27. Raking of Sand Beaches to a 12 Inch Depth:

As identified by the Owner or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches. The Contractor shall be responsible for staging debris removed by raking in an area approved by the County. Payment for hauling, reduction and disposal of staged beach debris (following raking) will be under a separate pay item in accordance with standard ROW debris removal. Payment under this pay item for raking and staging shall be per square yard.

28. Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour:

The Contractor shall accomplish the screening of beach sand from specific areas identified by the Owner or Monitor and approved by FEMA, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand

removal for screening shall be 3 inches to 12 inches as directed by the Owner or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking or screening will be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

29. Removal of Beach Sand:

As identified by the Owner or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the Owner or Monitor. Payment under this pay item shall be per cubic yard.

30. Emergency Delivery of Potable Bottled Water:

Payment under this pay item shall be based on a per gallon quantity.

31. Emergency Delivery of Bagged Ice:

Payment under this pay item shall be based on a per pound (Lbs.) quantity.

32. Fire Suppression Standby Support Water:

The minimum required quantity is 1500 gallons per unit. Proposed prices are based on a minimum of 5 standby trucks for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

33. Temporary Satellite Communications:

Payment under this pay item shall be based on a per day quantity.

34. Emergency Power Generation:

Provide minimum available power of 70 Kilowatt (KW) per unit. Proposed prices based on a minimum 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

35. Flood Control Pumping and Water Relocation with 4 Inch Minimum Pumps:

Proposed prices based on a minimum of 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

36. Sewer and Culvert Cleaning:

Payment under this pay item shall be based on a per linear foot quantity.

37. Stormwater Catch Basin Cleaning:

Payment under this pay item shall be per each.

38. Decontamination of Buildings and Facilities:

Payment under this pay item shall be based on per square foot of first floor area.

39. Mold Remediation of Buildings:

Mold remediation will be implemented in accordance with the Mold Protocol as required. Successful Contractor is required to develop a written work plan that is to be on hand during all remedial operations along with the Mold Protocol. The work plan will be general and requirements on each project application as an annex and shall address the contractors approach and methods for how the work will progress in accordance with the Mold Protocol. The Contractor will be required implement and obtain all permits and notifications for the work in accordance with all local, state and federal requirements. Payment under this pay item shall be based on per square foot of first floor area.

[THIS SPACE IS INTENTIALLY LEFT BLANK]

INTERPRETATION OF ESTIMATED QUANTITIES

These quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris or other pricing items that will be moved (or provided) as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract. Should the County determine that one or more of the estimated quantities (in the pricing sheet) skews the overall cost estimate disproportionately, the County may at its sole discretion make adjustments to better evaluate proposed pricing.

[THIS SPACE IS INTENTIALLY LEFT BLANK]

ADDITIONAL SERVICES TO BE PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Business	Name (please print)
Address	Signature
City, State, Zip Code	E-mail
Office Phone	Fax Number
(Seal - if proposal is by corporation)	

Respectfully submitted:

EVALUATION & CONTRACT AWARD

EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer(s) who after evaluation of the criteria stated in Item D is determined to best meets the needs of the Owner. The Owner has the option to:
 - 1. Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 - 2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
 - 3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by the selection committee to evaluate the proposals:
 - Responsiveness and completeness of the proposal. Commitment to providing necessary resources.
 Demonstrated knowledge of FEMA procedures and reimbursement guidelines (Technical Proposal 35 pts)
 - Cost of services offered (Financial Proposal 35 pts)
 - Qualifications and experience of key staff on similar projects (Qualifications 15 pts)
 - References from past projects of similar size and scope (References 15 pts)
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

GRANT REQUIREMENTS:

In order to comply with federal grant regulations, additional rules and regulations will apply. See **EXHIBIT B**.

TERM OF CONTRACT:

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of signing.

RENEWAL OPTION:

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

Procurement Scheduled (ANTICIPATED)

RFP Advertised & Posted on Website	May 2, 2022
Deadline for Questions	May 18, 2022 3:00 P.M.
Answers to Question by County	May 20, 2022
RFP Response Due Date	May 27, 2022 3:00 P.M.
Review Committee Meeting	June 14, 2022
Oral Presentations *if needed	Week of June 27, 2022
Recommend Award via ITA	July 1, 2022
Contract Negotiations	Week of July 4, 2022
Finalize/Execute Agreement by BOCC	August 2, 2022

SPECIAL CONDITIONS

1. Debris Processing and Disposal:

- A. Should the need arise for additional DMS, the contractor shall work with the Owner to identify and secure additional DMS. At the Owner's request and approval, the Contractor may be requested to execute a temporary lease agreement with a third party land-owner. Such lease fees would be reimbursable by the Owner. The Contractor shall be responsible for all environmental testing and permitting, improvements, etc. associated with making the DMS viable for debris staging and processing.
- B. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal (including copies of applicable permits) shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- C. The Contractors invoices for reimbursement of disposal costs shall include a complete accounting of dates, times, truck number, ticket number, debris type, weights, etc. Disposal invoices will not be reimbursed unless a complete accounting is provided to the satisfaction of the County.
- D. If Contractor desires to haul debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring proper permitting in advance of hauling debris to the site and certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.

- E. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- F. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- G. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- H. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

2. Contractor's Equipment:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. No later than 10 a.m. each day, the Contractor shall furnish a complete and updated list identifying all trucks, trailers, reduction equipment, etc. that is on site and being utilized. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each hauling unit as measured and recorded by the monitor
 - d. Location or zone assignment of all equipment.
- D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the

- above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

3. Property Damage:

- A. The Contractor shall be responsible for all damage to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.
- **4. Monitoring:** The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.
- **5. Inspection Towers:** As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclemate weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for quality assurance/quality control (QA/QC) purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.
- **6. Hours of Work:** Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to

between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.

7. Time is of the Essence – Liquidated Damages: Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete the Contract at the earliest possible date. Contractor shall be required to remove a minimum of the volumes identified in the table below (based on Owner's estimated total debris generation from an event) for the project during the performance of the Contract. Working days shall be mutually determined to be six or seven days per week, other than days determined to be bad weather days. For each day that this production requirement is not met, Contractor shall pay to the Owner an amount equal to one percent of the CONTRACTED value per day in liquidated damages due to project delays, plus an amount equal to one percent of the CONTRACTED value per day in special damages for extra costs to the Owner for monitoring and managing the extended project. These damages will apply in any calendar week in which the average quantity of debris removed per day during the week fails to meet the required debris volume shown in the table. However, in no event shall the time period for Completion of the Contract exceed 100 days from Notice to Proceed for complete performance in every respect under the Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Debris Estimate By Owner	Minimum Percentage of Total Debris Estimate
	Removed from ROW per Day to Avoid Liquidated
	Damages
Greater than 3,000,000 cubic yards	1.00%
2,000,000 – 2,999,999 cubic yards	1.25%
1,000,000 – 1,999,999 cubic yards	1.50%
100,000 – 999,999 cubic yards	2.00%
Less than 100,000 cubic yards	3.00%

Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and execute the Owner's Contract for Services pursuant to this RFP no later than seventy-two (72) hours following notification by Owner that proposal has been accepted. Contractor shall commence performance of services within twenty-four (24) hours of any Notice to Proceed.

8. Subcontractors: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to

complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

- 9. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.
- 10. Licensing: Proposers are responsible for verifying that they are properly licensed to perform scope items. If work involves the demolition of structures and/or capping of utilities then a contractor performing the work must have one of the following licenses: (1) Demolition Contractor license issued by Okaloosa County, (2) (30State Division 1 Residential Contractor (up to 2 stories, residential structures only), (3) State Division 1 Building Contractor (residential or commercial structures up to 3 stories), or (4) State Division 1 General Contractor (residential or commercial, no limits).
- **10. Progress Reports:** Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; truck and equipment roster by zone/DMS, total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.
- 12. Hazardous Tree and Limb Removal: Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

13. Stump Removal:

The Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

13. Roadway Clearance: As requested by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work

shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. Contactor shall maintain detailed records to include equipment type and size, locations (streets) worked by day, and other records to support payment and FEMA reimbursement. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP. Owner reserves the right to negotiate hourly rates that appear to be out of line with industry rates.

- **14. Debris Work Sites**: The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Any crews observed to be skipping piles ("cherrypicking) will be subject to removal at the County's request. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.
- 15. Payments: To receive payment under the Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites.
- 16. SIDE SCAN SONAR SERVICES: The Contractor shall provide vessels, including experienced personnel, fuel and other associated costs, mobilization/demobilization and preparation fees required for the performance of the contract. In addition, Contractor shall provide a daily detail work plan to the County and Monitor. The Contractor shall also furnish any additional standard equipment and accessories normally supplied in the industry, as required by the County, in order to meet the requirements of these specifications.
- 17. SIDE SCAN SONAR TECHNICAL SPECIFICATIONS: The Contractor must provide side scan sonar results of 250 kHz or greater resolution, or of resolution adequate to identify a 50 cm diameter target. Reports must identify vessels, automobiles, structures resulting from an event in County navigable waterways, including location via GPS coordinates, estimated size and type of debris, and water depth. The range may not exceed 100 feet. Side scan sonar data will be corrected for slant range and layback. Contacts or targets will be located and reported in an electronic format. An image and coordinates of each contact with approximate dimensions will be produced in a simple report. A mosaic for each square mile will be produced to show the general location of the contacts or clear sea floor. The contact location method will be verified on known targets in the area, such as pilings or platforms with known locations. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by Okaloosa County in advance.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
- 4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1.	Workers' Compensation	<u>LIIVII I</u>
	 State Employer's Liability 	Statutory \$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)

3. Commercial General Liability

\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations

4. Personal and Advertising Injury

\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Rd. Crestview, FL 32536 Email: dmason@myokaloosa.com (850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall submitted electronically All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.

4. **SUBMITTAL OF PROPOSAL** –

All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

- 7. **CONDITIONAL & INCOMPLETE PROPOSALS** Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
- 8. **PROPOSAL PRICE** The proposal price shall include all advertising, on-boarding costs, pre-hire screenings, equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
- 9. **ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
- 10. **SPECIFICATION EXCEPTIONS** Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
- 11. **APPLICABLE LAWS & REGULATIONS** All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 12. **DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

13. AWARD OF CONTRACT -

Okaloosa County Review - Okaloosa County designated Staff will review all proposals and will participate in the Recommendation to Award. The County reserves the right to award multiple contracts from this solicitation.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 14. **PAYMENTS** The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #. All invoices shall be sent to the department which requested the temporary staffing.
- 15. **DISCRIMINATION** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 16. **PUBLIC ENTITY CRIME INFORMATION** Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 17. **CONFLICT OF INTEREST -** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

18. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled

material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- 20. **INVESTIGATION OF RESPONDENT** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. **AUTHORITY TO PIGGYBACK** All respondents submitting a response to this Request for Proposal agree that such response also constitutes a proposal to all governmental agencies (including the incorporated municipalities of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso) under the same conditions, for the same contract price, and for the same effective period as this proposal, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to proposal any or all items.

22. **CONE OF SILENCE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 23. **REVIEW OF PROCUREMENT DOCUMENTS -** Per Florida Statute 119.071 (2) 2 sealed proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.
- 24. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the

records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 26. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 27. **FAILURE OF PERFORMANCE/DELIVERY** In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for a minimum of one (1) year, at the option of the County.
- 28. **AUDIT -** If required, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
- 29. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. **NON-COLLUSION** Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

31. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

32. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is https://dos.myflorida.com/sunbiz.

33. The following documents are to be submitted with the proposal packet:

- A. Drug-Free Workplace Certification
- B. Conflict of Interest Disclosure Form
- C. Federal E-Verify Compliance Certification
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I Government-wide Debarment, Suspension
- J. System of Award
- K. Vendors on Scrutinized List
- L. Grant Funded Clauses
- M. References
- N. Certificate of Good Standing State of Florida-see number 32

INTERPRETATION OF ESTIMATED QUANTITIES

These quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris or other pricing items that will be moved (or provided) as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract. Should the County determine that one or more of the estimated quantities (in the pricing sheet) skews the overall cost estimate disproportionately, the County may at its sole discretion make adjustments to better evaluate proposed pricing.

[THIS SPACE IS INTENTIALLY LEFT BLANK]

ADDITIONAL SERVICES TO BE PROVIDED AT NO COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

DRC Emergency Services, LLC	Kristy Fuentes
Business	Name (please print)
111 Veterans Boulevard, Suite 401	FINDUX (DUNDA)
Address	Signature /
Metairie, LA 70005	Kfuentes@drcusa.com
City, State, Zip Code	E-mail
(504) 482-2848	(504) 482-2852
Office Phone	Fax Number
(Seal - if proposal is by corporation)	

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 quote 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 quote, the employee will abide 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, Florida Statues, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

requirements	•		
DATE:	5/20/22	SIGNATU	RE: (Musty Chentes)
COMPANY:	DRC Emergency Services, LLC	NAME:	Kristy Fuentes (Typed or Printed)
ADDRESS:	111 Veterans Boulevard		(1) pour ou vinneur
	Suite 401	TITLE:	Vice President/Secretary/Treasurer
	Metairie, LA 70005		
PHONE NO.	(888) 721-4372	E-MAIL:	Kfuentes@drcusa.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES	: NO:X
NAM	ME(S) POSITION(S)
FIRM NAME:	DRC Emergency Services, LLC
BY (PRINTED): BY (SIGNATURE):	Kristy Fuentes Musik Mewls
TITLE:	Vice President/Socretary/Treasurer
ADDRESS:	111 Veterans Boulevard, Suite 401, Metairie, LA 70005
PHONE NO.:	(888) 721-4372
E-MAIL : DATE:	Kfuentes@drcusa.com 5/26/22

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I ce above requirements.	rtify that this company complies/will comply fully with the
DATE: 5/20/22	SIGNATURE: My Worth
COMPANY: DRC Emergency Services, LLC	NAME: Kristy Fuentes
ADDRESS: 111 Veterans Boulevard Suite 401 Metairie, LA 70005	TITLE: Vice President/Secretary/Treasurer
E-MAIL: Kfuentes@drcusa.com	
PHONE NO.: (888) 721-4372	

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

DRC Emergency Services, LLC Respondent's Company Name	Kristy Fuentes Authorized Signature – Manual
111 Veterans Blvd., Ste. 401, Metairie, LA 70005 Physical Address	Authorized Signature – Typed
111 Veterans Blvd., Ste. 401, Metairie, LA 70005 Mailing Address	Vice President/Secretary/Treasurer Title
(504) 482-2848 Phone Number	(504) 482-2852 FAX Number
(504) 220-7682 Cellular Number	(888) 721-4372 After-Hours Number(s)
5 26 22 Date	

COMPANY DATA

Respondent's Company Name: DRC Emergency Services, LLC

Physical Address & Phone #: 111 Veterans Boulevard

Suite 401

Metairie, LA 70005

(888) 721-4372

Contact Person (Typed-Printed): Kristy Fuentes

Phone #: (504) 482-2848

Cell #: (504) 220-7682

Email: Kfuentes@drcusa.com

Federal ID or SS #: 63-1283729

DUNS¹ # 557493983

Respondent's License #: CRC1331307

Fax #: (504) 482-2852

Emergency #'s After Hours,

Weekends & Holidays: (888) 721-4372

THE EMAIL ADDRESS INFORMATION PROVIDED WILL BE USED FOR AWARD/NON-AWARD NOTIFICATION

ADDENDUM ACKNOWLEDGEMENT RFP PW 36-22

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE
_ 1	5/6/22
_ 2	5/20/22
3	5/24/22

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



ADDENDUM 1 6 May, 2022 RFP PW 36-22

Emergency Debris Removal/Emergency Support

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to revise the Last Day for Questions date from 15 May, 2022 to 18 May, 2022.

Note:

The Bid Opening date remains May 27, 2022 at 3 p.m. (C.S.T.).

DRC is in receipt of Addendum 1.

sty Fuentes

Vice President/Secretary/Treasurer



ADDENDUM 2

May 20, 2022

RFP PW 36-22

Emergency Debris Removal / Emergency Support Services

Please find attached the document and information below, for the above referenced Addendum No. 2. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 2 is to add language stated below and answer contractor questions submitted.

I. Revision of language underneath Special Conditions Paragraph No. 7. Additional language added as follows:

BONDING REQUIREMENTS

- 1. **BID BOND:** Bidders are required to submit a Bid bond, Cashier's or Certified Check in the amount of \$10,000 payable to the Okaloosa County Board of County Commissioners. Any proposal which is not accompanied by a bid guaranty shall be considered non-responsive and ineligible for award. All bidders shall be entitled to the return of the bid bond within ten (10) calendar days after execution of a contract between a successful bidder and Okaloosa County.
- 2. **PERFORMANCE BOND/PAYMENT BOND:** The bidder to whom a contingent award is made and are notified of activation of the contract for an event shall duly execute and deliver to the County a Performance and Payment Bond in the amount of \$10,000,000 per sector no later than 72 hours after NTP for contract activation (not contract execution). A letter from a bonding agency will be required at the time of contract execution to ensure the vendor has the ability to handle the required workload. The complete form shall be delivered to the County within ten (10) calendar days after award by the Board of County Commissioners. If the bidder fails to deliver the Payment and Performance Bond within this specified time, the County shall declare the bidder in default of the contractual terms and conditions. The County shall not accept any proposal from the bidder for a twelve (12) month period following such default.

II. Question: What was the last event that impacted the County which required activation and performance by the County's disaster debris management contractor?

Answer: Hurricane Sally - Sep 16, 2020

Question: How many cubic yards of debris were collected in that event?

Answer: 30,796.05 CY

Question: What Landfills would the County prefer a contractor to use for final disposal in the event of a disaster?

<u>Answer:</u> This will be at the contractor's discretion. Contractor shall follow State regulatory guidelines.

Question: Does the County currently have a disaster debris monitoring firm under contract, and with which company(ies)?

Answer: Yes, TetraTech-C17-2618-PW-Expires 09/19/2022

Question: Please provide the names and titles of the evaluation committee members

Answer: See attached agenda item.

Question: Where will the evaluation committee meeting notice be posted

Answer: Online-Purchasing site and County website/public notices

Question: Does the County own any self-loading grapple trucks, and if so, how many?

Answer: No.

Question: Please confirm if the scope of work for white good removal includes removing and disposing of any putrescent food from refrigerators or freezers?

Answer: Yes

Question: If white goods are unable to be recycled at the time of the event, will tipping fees be reimbursed at cost just like they are for vegetative debris

Answer: No

Question: Also, for items 17, 18, 19, 20, 21 & 26 of the RFP: If a tipping fee is incurred for the disposal of these items, will the County allow this cost to be a pass-through just like vegetative debris?

Answer: Yes on 26, but all others-No

Question: Will this contract be used to perform services on any state roads within the County in lieu of the FDOT performing those services?

Answer: It is anticipated that these services may be required after FDOT's pass; example Hwy 98 West to Santa Rosa County.

Question: If the answer to the previous question is yes, does the County have a pre-existing Memorandum of Understanding (MOU) or Mutual Aid agreement with the FDOT that authorizes the County to perform debris removal services on state roads?

Answer: Not at this time.

Question: For Pricing: What calculation formula will the county use to allocate points when comparing pricing between the proposers?

Answer: The vendor with the lowest total price will receive full points for pricing. Subsequently, higher priced vendors will be scored as follows: (Lowest Priced Vendor Price divided by Vendor Price Being Evaluated) times Max Pts. for Price = Vendor Score for Price. The Pricing Form included in the RFP has been structured by weighting the units deemed to be of highest value to the County. Vendors are required to include pricing for all line items. Vendors that no bid line items or include unit pricing that is substantially out of line with industry averages may be deemed unresponsive by the County. The County shall have full discretion to evaluate pricing anomalies by vendors as deemed appropriate including proposal rejection.

Question: In regards to the scoring criteria, Which items are weighted more than the others?

Answer: Though not delineated, the preponderance of the "weight" of consideration is given to vegetative debris and mixed debris, and is reflected in the "Assumed Quantity" column. Some of the lesser items of work had their assumed quantities adjusted so as not to give an unfair influence overall the overall pricing consideration.

Question: Regarding the evaluation of the hourly pricing, how does the County intend on weighing the hourly line items?

Answer: Hourly pricing will be compared to Industry Averages to identify outliers that may need negotiation independent of total proposal pricing consideration.

Question: The RFP state that payment and performance bonds are due no later than 72 hours after the proposal has been accepted. This is a hard cost for a contract that may not be

activated, will the County consider changing payment and performance bonds to be due immediately upon notice to proceed?

<u>Answer:</u> The RFP should be amended to say that the payment and performance bonds shall be due no later than 72 hours after NTP for contract activation (not contract execution).

Question: How will the pricing be evaluated? Will certain line items have more weight than others?

Answer: See previous response.

Question: Would the County consider changing the Unit of Measure from Unit to Linear Foot for line items 25.5, 25.6 and 25.7? There is a large variance in price on the vessel range when we have to price them by unit.

Answer: No

Question: Also, for line item 25.7 there is no way to provide a price on a vessel over 60 feet per unit.

Answer: Limit to no greater than 60 feet

Question: Also, are we to price these vessels being removed from the ROW that were just washed up from the storm or vessels that are located in water. There would be a difference in how we price all of those vessels.

Answer: The intent of this line items for vessel removal does not include water born vessels.

The RFP opening date and time remains May 27, 2022 at 3:00 P.M. CST.

DRC is in receipt of Addendum 2.

Kristy/Fuentes

Vice President/Secretary/Treasurer



ADDENDUM 3 May 24, 2022 RFP PW 36-22

Emergency Debris Removal / Emergency Support Services

Please find attached the document and information below, for the above referenced Addendum No. 3. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 3 is to update bid bond language delivery method

I. Revision of language underneath Special Conditions Paragraph No. 7. Additional language added as follows:

BONDING REQUIREMENTS DELIVERY METHOD

1. The bid bond should be electronically submitted via Vendor Registry. The original should follow in the mail to the below address no later than 48 hours after the proposal opening date.

Okaloosa County Purchasing Department 5479A Old Bethel Rd. Crestview, FL 32536

The RFP opening date and time remains May 27, 2022 at 3:00 P.M. CST.

DRC is in receipt of Addendum 3.

Kristy Fuentes

Vice President/Secretary/Treasurer

LOBBYING - 31 U.S.C. 1352, , 49 CFR Part 20, 6 CFR Part 9, 31 CFR Part 21

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 1. any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, DRC Emergency Services, LLC, certifies or affirms the truthfulness and accuracy of each statement

The Contractor, DRC Emergency Ser	vices, LLC, certifies or affirms the truthfulness and accuracy of each statement
	ire, if any. In addition, the Contractor understands and agrees that the
provisions of 31 U.S.C. A 38Q1,	et seq., apply to this certification and disclosure, if any.
Wester wenter	Signature of Contractor's Authorized Official
Krist Fuentes Vice President/Secretary/Treasurer	Name and Title of Contractor's Authorized Official
5/20/22	_Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).

- (10) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
 - (f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name:	DRC Emergency Services, LLC
Entity Address:	6702 Broadway Street, Galveston, TX 77554
Duns Number:	557493983
CAGE Code:	4A7V9

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing. within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE:	5	201	22	

COMPANY: DRC Emergency Services, LLC NAME: Kristy Fuentes (Typed or Printed)

ADDRESS: 111 Veterans Boulevard

TITLE: <u>Vice President/Secretary/Treas</u>urer
Suite 401

E-MAIL: <u>Kfuentes@drcusa.com</u>
Metairie, LA 70005

PHONE NO.: <u>(888) 721-4372</u>

Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may

direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program Memorandum of Understanding (MOU).
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12.
 Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a Committee on Temporary Shelter (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

As the person authorized to sign this statement, above requirements.	, I certify that this company complies/will comply fully with the
DATE: 5/26/22	SIGNATURE: MUMY JUMB
COMPANY: DRC Emergency Services, LLC	NAME: Kristy Fuentes
ADDRESS: 111 Veterans Boulevard	TITLE: Vice President/Secretary/Treasurer
Suite 401	
Metairie, LA 70005	
E-MAIL: Kfuentes@drcusa.com	
PHONE NO.: (888) 721-4372	

FEMA GRANT FEDERAL FUNDING CLAUSES

ACCESS TO RECORDS

(1) The Contractor agrees to provide Okaloosa County, the FEMA Administrator, 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 this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

(2) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

(3) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

PROGRAM FRAUD, AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(4) Contractors must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of this contract, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, applies to their actions under this contract.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYCOPYRIGHT AND DATA RIGHTS

(5) The Contractor grants to Okaloosa County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Okaloosa County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound

and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Okaloosa County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Okaloosa County.

Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

FEDERAL PROVISIONS RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICATION

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant no. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the procurement, the conflicting terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

<u>**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):</u> Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). Requirement: to the extent applicable,** *proposer* **must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.</u>**

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

<u>Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)</u>: Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):</u> Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* 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 identify, 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. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer*'s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* 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; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; (6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction 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.; (7) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are 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. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. Proposer are 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.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is 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.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award

Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained. Prior to award of a contract, the top respondents will be required upon the request of the County to submit the following types of financial documents for purposes of the County's Risk Assessment consideration: 1) your company's current certified financial audit or 2) should your company not conduct annual audits, a fiscal year-end financial statement certified as true and correct by your Certified Public Account (CPA)/Accountant. Failure of any respondent to provide such documents upon request will disqualify respondent.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

<u>Federal Changes:</u> *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

<u>Termination for Convenience:</u> Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82):</u> Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

<u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>: Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

<u>Trafficking Victims Protection Act (2 CFR Part 175)</u>: Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract*] is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

<u>Domestic Preference For Procurements (2 CFR § 200.322)</u>: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*,

shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or 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. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. 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). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. 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.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under

section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

<u>Federal Agency Seals, Logos and Flags:</u> Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to_any obligations or liabilities to the non-Federal entity, contractor, or any other_party pertaining to any matter resulting from *a resulting contract*.

The	Vice President/Secretary/Trea	surer	on	behalf	of
DRC Emergency Se	ervices, LLC the propo	ser is authorized	to sign below and o	confirm the pro	poser
is fully able to com	ply with the requirements, Feder	ral provisions (ter	ms and conditions)	/ FEMA Clause	s and
DATE:	quiries and further examination 5 20 22 T: DRC Emergency Services, LL	SIGNAT	Much	essary to compl	y. - -
ADDRESS: E-MAIL:	111 Veterans Boulevard Suite 401 Metairie, LA 70005 Kfuentes@drcusa.com	TITLE:	Vice President/Sec	retary/Treasure	<u>r</u>

PHONE NO.: (888) 721-4372

Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 5/26/22,
SIGNATURE: () () () () () ()
COMPANY: DRC Emergency Services, LLC
NAME: Kristy Fuentes
TITLE: Vice President/Secretary/Treasurer

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE:	
SIGNATURE:	
COMPANY:	
NAME:	
TITLE:	

References:

List a minimum of three (3) references which reflect experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference #1 Organization Name:Jefferson Parish, LA	Telephone #: 504-736-6440
Contact Name: Katherine Costanza	E-mail Address: KCostanza@jeffparish.net
Scope of Work Provided:Disaster Debris Removal Services_	– Hurricane Ida DR-4611
Reference #2 Organization Name: _ Grant Parish, LA	Telephone #: 318-627-3157
Contact Name: Sissy Pace	E-mail Address: sissy.pace@gppj.org
Scope of Work Provided:Disaster Debris Removal – Hurric	rane Laura (DR-4559)
Reference #3	
Organization Name:Jackson County, FL	Telephone #: 850-527-3900
Contact Name: Clint Pate	E-mail Address: cpate@jacksoncountyfl.com
Scope of Work Provided: Debris Removal Services - Hurr	icane Michael (DR-4399)

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, DRC Emergency Services, LLC , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Okaloosa County Board of County Commissioners , as Obligee, in the sum of Ten Thousand Dollars and 00/100 Dollars (\$ \$10,000) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for RFP PW 36-22, Emergency Debris Removal/Emergency Support Services ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 27th day of May , 2022

DRC Emergency Services, LLC

(Principal)

Vice president collegary/Treasurer

Travelers Casualty and Surety Company of America

By: Kill Make

David T. Miclette , Attorney-in-Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DAVID T MICLETTE of HOUSTON . Texas , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of May







, 2022

Kevin E. Hughes, Assistant Secretary

Attachment "B" Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor

shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
- 4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

	1.	Workers' Compensation 1.) State 2.) Employer's Liability	Statutory \$500,000 each accident
limit)	2.	Business Automobile	\$1,000,000 each accident (A combined single
	3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
	4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day

prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).

- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).