

AGENDA
BOARD OF CITY COMMISSIONERS
APRIL 27, 2023 AT 12:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 to fund an operational shortfall due to the April 19, 2023, storm event with sales and use tax revenues exceeding budget estimates.
2. Consideration of a contract with DRC Emergency Services for debris removal.
3. Consideration of a contract with Debris Tech for debris removal monitoring.
4. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: April 27, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 to fund an operational shortfall due to the April 19, 2023, storm event with sales and use tax revenues exceeding budget estimates.

Background: Due to the recent tornado event on April 19, 2023, the City of Shawnee is contracting with two companies to provide emergency debris removal services. Even though this event has been declared an emergency by the Federal Emergency Management Agency (FEMA), the City will be paying the contractors upfront and will be reimbursed by FEMA. The amount for appropriation is as follows:

- \$530,000 – General Fund – Other Contractual Services – Emergency Management

The additional appropriation will be funded by sales and use tax collections projecting to exceed budget estimates in the General Fund.

Financial Impact: See budget amendment

Attachments: 04-27-2023-001 - Budget Amendment - Emergency Services

Staff Recommendation: Approval of the item.

City of Shawnee
2022-2023 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40010			Sales Tax	14,677,999.61	400,000.00	15,077,999.61
001	40020			Use Tax	3,320,178.50	130,000.00	3,450,178.50
				Total	17,998,178.11	530,000.00	18,528,178.11

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0740-53390			Other Contractual Services	-	530,000.00	530,000.00
							-
							-
							-
							-
							-
					-	-	-
					-	530,000.00	530,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:

To fund emergency management expenses with sales and use tax revenues exceeding budget estimates.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

CONTRACT FOR DISASTER DEBRIS REMOVAL, DISPOSAL AND RELATED SERVICES

THIS CONTRACT FOR DISASTER DEBRIS REMOVAL, DISPOSAL AND RELATED SERVICES entered into on this ___ day of _____, 2023 (hereafter “Contract” or “Agreement”), by and between the City of Shawnee, Oklahoma (hereafter the “Government”), represented herein by its authorized representative below, and DRC Emergency Services, LLC (hereafter “Contractor”), represented herein by its authorized representative below.

WITNESSETH that Government and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the “Contract Documents” defined below.

CONTRACT DOCUMENTS: The “Contract Documents” consist of:

- (a) The Government’s Emergency Request for Proposal, all documents referenced therein, and any amendments thereto (collectively, the “RFP”);
- (b) The contract clauses referenced on the attached exhibit “A” and,
- (c) Contractor’s Proposal submitted in response to the RFP.

CONTRACT TERM: See RFP.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

THUS DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby on this ___ day of _____ 2023.

CITY OF SHAWNEE, OKLAHOMA
LLC

DRC EMERGENCY SERVICES,

(Signature)

(Signature)

(Print Name)

(Print Name)



State of Oklahoma
Office of Management and Enterprise
Service
Central Purchasing

Solicitation Cover
Page

1. Solicitation #: 0900000378

2. Solicitation Issue Date: 04/18/2019

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services (OMES) is seeking bid responses from qualified firm(s) for services related to disaster debris removal and management services.

Question Due: May 2, 2019 3:00 P.M. Central Time

4. Response Due Date¹: 05/21/2019

Time: 3:00 CST/CDT

5. Issued By and **RETURN SEALED BID TO**²: Joseph Farani

U.S. Postal Delivery Address:

5005 N. Lincoln Blvd
OKC, OK 73105

Common Carrier Delivery Address:

Same as above

Electronic Submission Address:

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Joseph Farani

Phone: (405) 550-1386

Email: Joseph.Farani@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES Agency Number: 090

Solicitation or Purchase Order #: 0900000378

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # 0900000378

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Affiliate" means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the State via a multistate or multigovernmental contract.
- A.1.3. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.4. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.5. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.6. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.7. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and

performance of the resultant Contract.

- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be **four (4)** options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6. In the alternative, the State Purchasing Director reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Administrative Fee

The Supplier agrees to pay an administrative fee in the sum of **one percent [1%]** of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within forty-five (45) calendar days of the

quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". The Supplier shall list this Contract number and identify the reporting year and quarter (for example, SW1010 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services
Accounts Receivable
5005 N. Lincoln Blvd.
Oklahoma City, Oklahoma 73105-8500

B.5. Contract Usage Reporting Requirements

- B.5.1. The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased by all entities under the terms of this Contract, plus grand totals including but not limited to State Entities and Affiliates.

Item detail usage reports identifying, for the applicable quarter, the following information:

- a) Procuring entity
- b) Order date
- c) Order #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer
- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

- B.5.2. Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to strategic.sourcing@omes.ok.gov within forty-five (45) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

- B.5.3. Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer prior to any delay in providing any usage report or remittance

B.6. Authorized Users

During the term of this contract, any State Entity, or Affiliate may utilize this contract. Under this contract, the State of Oklahoma bears no liability for a State Entity or Affiliates actions and privity of contract exist solely between the Supplier and the State or Affiliate.

B.7. Type of Contract

This shall be a competitively awarded contract(s) that is available for use by all State Entities or Affiliates, as applicable.

B.8. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

B.9. Ordering

Any product furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, as applicable, at no additional cost. All such issued purchase orders and purchase card transactions are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed.

C. SOLICITATION SPECIFICATIONS

C.1. Scope

The State of Oklahoma Office of Management and Enterprise Services (OMES) is seeking bid responses from qualified firm(s) for services related to disaster debris removal and management services. The purpose is to establish a pre-need, pre-event contract with a qualified firm(s) to increase the availability of these services throughout the State.

The intent of this solicitation is to award statewide contract(s) for solutions that will be available to all procuring Agencies and Affiliates.

C.2. Company Information

- C.2.1. How many active customers or users do you currently have?
- C.2.2. Describe your company – How old is it? Where is it located and number of employees in each location?
- C.2.3. Describe the management team, their background, history and qualifications.
- C.2.4. Describe your company and/or personnel experience in the industry.

C.3. References

Provide a total of three (3) references from government and/or private companies that have purchased a solution similar to the one(s) you are proposing in this response. Indicate the type of solution you provided for each reference given. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, and e-mail address).

C.4. Technical Specifications

C.4.1. General Requirements

- C.4.1.1.** The supplier shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by supplier and labor, materials and equipment used by supplier, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.
- C.4.1.2.** The supplier shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- C.4.1.3.** The supplier shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed.
- C.4.1.4.** The supplier shall notify the procuring agency within twenty-four (24) hours of any notices of violation or other notice of any legal or regulatory actions taken against the supplier or its subcontractors while conducting work within the scope of this contract. The supplier shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

C.4.2. Debris Removal

The supplier shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- C.4.2.1.** FEMA Compliance – The supplier shall work closely with agency personnel to ensure that all work is FEMA-compliant and all documentation is properly obtained.
- C.4.2.2.** Emergency Road Clearance – Immediately following a disaster, it may be necessary for the supplier to cut, toss and/or push debris from primary transportation routes as identified and directed by the agency.
- C.4.2.3.** Debris Removal from Public Rights-of-Way – As identified and directed by the agency, the supplier shall provide all labor, services, equipment, materials, and supplies necessary to collect vegetative debris, construction & demolition debris and mixed debris from the agency's rights-of-way and public property. The supplier shall provide debris collection in a systematic manner. The supplier shall haul all debris to designated temporary staging areas, disposal sites, or recycling centers, as determined by the agency. The supplier shall segregate all debris to the extent practical. Vegetative debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from mixed debris.
- C.4.2.4.** Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property other than rights-of way, the supplier, as directed by the agency, shall demolish structures and remove and relocate the debris to the public rights-of-way.

- C.4.2.5.** Stump Removal, Backfill and Haul – As identified and directed by the agency, the supplier shall remove hazardous stumps, haul each stump to a designated site and backfill each stump hole with compatible material.
- C.4.2.6.** Leaning Trees and Hanging Limbs – The supplier shall trim, cut and/or fell leaning trees and/or hanging limbs with prior authorization of the agency. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- C.4.2.7.** Removal from Waterways and Drainage Systems – The supplier shall remove storm-generated debris from waterways and drainage systems, including creeks, ditches and stormwater infrastructure including but not limited to storm sewers, culverts, catch basins and pipes.
- C.4.2.8.** Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the agency, the supplier will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. The supplier will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site.
- C.4.2.9.** Household Hazardous Waste – The supplier shall be responsible for the removal and disposal of any household hazardous waste encountered during debris removal.
- C.4.2.10.** Interference with Disaster Recovery Efforts – The supplier shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- C.4.2.11.** Residential Drop-offs – The agency may elect to open drop-off sites to allow residents to drop off debris. In the event such sites are utilized, the supplier shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a designated disposal site, and restoring the site to its pre-use condition.

C.5. Value Added

The bidder may provide any other value added products and/or services that they offer. Detail the features or options available with pricing. Value added products and services that are not within the scope of this solicitation will not be considered.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

A responsive Bid is a Bid that meets all the following Solicitation requirements:

The evaluation criteria include the following:

- a) Point-by-point response to the Solicitation
- b) Exceptions taken
- c) Responding Bidder Information Sheet complete Form 076
- d) Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- e) Amendments, if issued, are acknowledged
- f) Customer references submitted by deadline
- g) Pricing

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

Responding Bidder Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the

above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

- E.3.1. All Bids must be submitted to OMES – Central Purchasing to the attention of the Contracting Officer as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3. Each Bidder must submit **one (1)** electronic copy on thumb drive. The thumb drive shall be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4. All information relating to price/costs are to be sent in a separate binder/envelope, on a separate thumb drive clearly marked as "Price/Cost".
- E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2. If the State Purchasing Director does not acknowledge the information as confidential, OMES – CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

- E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on **April 25, 2019**. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the OMES – CP website:

- E.10.1. Questions pertaining to the contents of this Solicitation shall be directed in writing to the Central Purchasing contracting officer specified in this Solicitation.
- E.10.2. When posing questions, every effort should be made to:
 - a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.10.3. These questions shall be answered directly in the form of an amendment and posted on the OMES – CP website. Bidders are advised that any questions received after 3:00 P.M. Central Time on **May 2, 2019** shall not be answered.

E.11. P-Cards

If awarded a contract, will your company accept purchase cards including but not limited to VISA and MasterCard:

Yes ☐ No ☐ (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

E.13. Bid Deliverables

All Bids should be tabbed by section and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in electronic copy only on a thumb drive in machine-readable format.

E.13.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.13.6. Pricing

All information relating to costs are to be sent in a separate envelope, on a separate thumb drive clearly marked as "Price/Cost" using the format provided in Section G.

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

- 1) Responding Bidder Information
- 2) Certificate for Competitive Bid and Contract
- 3) Workman's Comp Insurance Certification
- 4) Supplier/Payee Form or W-8BEN (as required)
- 5) References
- 6) Company Information – Section E
- 7) Point by Point response to Section C

G. OTHER

None

H. PRICE AND COST

All pricing will be provided in excel format with separate tabs for each category in the response clearly marked. This is not an exhaustive list of all categories for disaster debris removal and management services. Bidders may propose other categories for consideration. Use the format below to prepare pricing submissions.

Service Type

Description	Unit	Unit Cost	% off Unit Cost	Oklahoma Cost

Labor Pricing

Description	Unit	Unit Cost	% off Unit Cost	Oklahoma Cost

Equipment Pricing

Description	Unit	Unit Cost	% off Unit Cost	Oklahoma Cost



PO Box 17017 • Galveston, TX 77552
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

REQUEST FOR PROPOSAL
Debris Removal Services

SOLICITATION NO. 0900000378

MAY 21, 2019 • 3:00PM
ORIGINAL

STATE OF OKLAHOMA
Central Purchasing
5005 N. Lincoln Boulevard • Suite 300
OKC, OK 73105

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:

Kristy Fuentes, Kfuentes@drcusa.com

Mark Bush, Mbush@drcusa.com

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www.drcusa.com

May 21, 2019

State of Oklahoma
Central Purchasing
5005 N. Lincoln Boulevard, Suite 300
OKC, OK 73105

Re: Debris Removal Services
Solicitation No. 0900000378

Dear Mr. Joseph Farani,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the State of Oklahoma our proposal to provide Debris Removal 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 is headquartered in Galveston, Texas. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the State of Oklahoma should any location be compromised during a disaster. 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 the State of Oklahoma, 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 Point of Contact for the State of Oklahoma is Mark Stafford who can be reached at (888) 721-4372, by cell: (504) 415-7945 or by email: Mstafford@drcusa.com.

The Point of Contact for the State of Oklahoma is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

DRC takes no exceptions to the terms or conditions that are related to this RFP.

Tab 1: Introduction

Debris Removal Services



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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristy Fuentes', is written over the word 'Sincerely,'.

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 “LLC Agreement”) 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:

<u>Name</u>	<u>Office/Capacity</u>
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

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE OF GOOD STANDING
FOREIGN LIMITED LIABILITY COMPANY**

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said State, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that DRC EMERGENCY SERVICES, LLC, a Foreign Limited Liability Company organized and existing by virtue of the laws of the state of AL, whose registered agent is NATIONAL CORPORATE RESEARCH, LTD., with its registered office at THE QUARTERS AT KELLEY POINTE, 2529 S. KELLY AVE. SUITE A EDMOND 73013 USA Oklahoma, is duly qualified as a Foreign Limited Liability Company to transact business within the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 9th, day of May, 2016.

Chris Benz

Secretary Of State



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 0900000378

2. **Bidder General Information:**

FEI / SSN : 63-1283729

Supplier ID: Application pending approval

Company Name: DRC Emergency Services, LLC

3. **Bidder Contact Information:**

Address: 110 Veterans Boulevard, Suite 515

City: Metairie

State: LA Zip Code: 70005

Contact Name: Kristy Fuentes

Contact Title: Vice President/ Secretary/ Treasurer

Phone #: (888) 721-4372

Fax #: (504) 482-2852

Email: Kfuentes@drcusa.com

Website: www.drcusa.com

4. **Oklahoma Sales Tax Permit¹:**

☐ YES – Permit #: _____

☒ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☒ YES - Filing Number: 3712127525

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

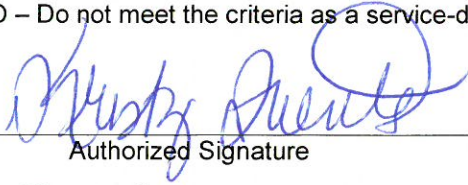
¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

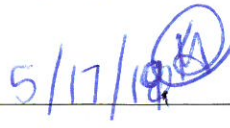
7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☒ NO – Do not meet the criteria as a service-disabled veteran business.



Authorized Signature



Date

Kristy Fuentes

Printed Name

Vice President/ Secretary/ Treasurer

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2019

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

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

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: Julia Becvar PHONE (A/C, No, Ext): 713-877-8975 E-MAIL ADDRESS: jbecvar@mcgriff.com FAX (A/C, No): 713-877-8974														
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :Underwriters At Lloyd's, London</td><td>15792</td></tr><tr><td>INSURER B :The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C :Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D :Argonaut Insurance Company</td><td>19801</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Underwriters At Lloyd's, London	15792	INSURER B :The Phoenix Insurance Company	25623	INSURER C :Texas Mutual Insurance Company	22945	INSURER D :Argonaut Insurance Company	19801	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**KHNUBPRG**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	B0621EMSSL000118	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	810-9J994734-18-26-G	05/26/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	B0621EMSSL000218	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A	X	0001307608 TX WC928318471754	05/26/2018	05/26/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation No. 0900000378

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions. In the event of cancellation by the insurance companies the General Liability, Automobile Liability and Excess policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

State of Oklahoma
5005 N. Lincoln Blvd
Oklahoma City, OK 73105

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES

Agency Number: 090

Solicitation or Purchase Order #: 0900000378

Supplier Legal Name: DRC Emergency Services, LLC

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Kristy Fuentes
Supplier Authorized Signature

5/17/19
Certified This Date

Kristy Fuentes

Printed Name

Vice President/ Secretary/ Treasurer

Title

(888) 721-4372

Phone Number

Kfuentes@drcusa.com

Email

(504) 482-2852

Fax Number

E.11. P-Cards

If awarded a contract, will your company accept purchase cards including but not limited to VISA and MasterCard:

Yes ☒ No ☐ (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☒ No ☐ (check one)

E.13. Bid Deliverables

All Bids should be tabbed by section and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in electronic copy only on a thumb drive in machine-readable format.

E.13.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.13.6. Pricing

All information relating to costs are to be sent in a separate envelope, on a separate thumb drive clearly marked as "Price/Cost" using the format provided in Section G.

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.



Not applicable as DRC is a vendor pending contract award.
Registration approval pending
Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Agency Name		Contact Name	
Phone #	Fax #	Email	
Agency Request To – Please select all applicable request types			
☐ Add New Vendor	☐ Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
☐ Add New Address	☐ Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
☐ Change Vendor Tax ID	☐ Change Vendor Name	☐ Add Alternate Payee Name	PeopleSoft Location # _____
☐ Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
☐ Add:	☐ 1 - Rents	☐ 2 - Royalties	☐ 3 - Other Income
☐ Remove:	☐ 6 - Medical & Health Care	☐ 7 - Non-Employee Compensation	☐ 10 - Crop Insurance Proceeds
	☐ 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		☒ Federal Employer ID (FEIN) ☐ Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	☒ Remitting	☐ Ordering	☐ Pricing
	☐ Returning	☐ Mailing	☐ Other:
Address		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	Email

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☒ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☒ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

☐ 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	☐ 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles ☐ 2 – ROYALTIES 553170 Royalties	☐ 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
☐ 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
☐ 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
☐ 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		



Amendment of Solicitation

Date of Issuance: 04/26/2019

Solicitation No. 0900000378

Requisition No. 0900012793

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Office of Management and Enterprise
Services, Central Purchasing
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105 -
or

Joseph Farani
Contracting Officer

405 - 550 - 1386

Phone Number

Personal or Common Carrier Delivery:

Same as above

joseph.farani@omes.ok.gov

E-Mail Address

,OK -

Description of Amendment:

a. This is to incorporate the following:

Q1. Please confirm we are to submit one USB.

A1. One (1) thumb drive containing the technical proposal in a separate binder/envelope. One (1) thumb drive containing the cost proposal in a separate binder/envelope.

Q2. Are tipping fees to be included with our price proposal or are we to consider disposal fees a pass-through to the city?

A2. Tipping fees are to be included in each vendor's price proposal.

Q3. Who do we need to speak with to get clarification on the scope and how to submit?

A3. Delivery and quantity are not defined in the solicitation. This solicitation is designed to be a contract vehicle to streamline the State's procurement process and reduce administrative costs. The purpose is to establish a pre-need, pre-event contract with a qualified firm(s) to increase the availability of these services throughout the State. Section E.3. of the solicitation identifies how to submit bids.

b. All other terms and conditions remain unchanged.

DRC Emergency Services, LLC

Supplier Company Name (PRINT)

Kristy Fuentes

VP/ Secretary/ Treasurer

Authorized Representative Name (PRINT)

Title

Date

Authorized Representative Signature

OMES FORM CP 011 - Purchasing | Rev. 05/2016



Amendment of Solicitation

Date of Issuance: 05/3/2019

Solicitation No. 0900000378

Requisition No. 0900012793

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
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5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105 -
or

Personal or Common Carrier Delivery:

Same as above

Joseph Farani

Contracting Officer

405 - 550 - 1386

Phone Number

joseph.farani@omes.ok.gov

E-Mail Address

,OK -

Description of Amendment:

a. This is to incorporate the following:

Q1. Are tipping fees to be included with our price proposal or are we to consider disposal fees a pass-through to the city?

A1. Tipping fees are to be included in each vendor's price proposal.

Q2. Is post disaster debris removal and related services exempt from business sales tax?

A2. State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

Q3. Page 17 states that bids are to be paginated and indexed in alpha order. The Bid Deliverables section on Page 19 shows that each section is labeled by number. Please clarify if the bid is to be tabbed by number or letter.

A3. Bid should be paginated and each section labeled by number.

Q4. The checklist on Page 20 lists the Supplier/Payee Form or W-8BEN as required, but I do not see it included in the bid documents.

- a. Is this form required with our proposal submittal?
- b. If required, where can we obtain it?

A4. The form is attached to this amendment.

Q5. FEMA Cost Plus Percentage Contracts

Per the FEMA procurement guidelines and (2 C.F.R. § 200.323(d), a cost plus percentage contract is not a contract that is allowed if seeking reimbursement for federal grant dollars from a disaster event.

Would the State consider utilizing a standard FEMA price schedule for debris removal services to ensure maximum reimbursement is issued for the State in the event of a disaster?

A5. Yes. The State would consider that option.

Q6. Page 11, Section B4

Which reflects that the supplier will agree to pay an administrative fee in the sum of one percent (1%) of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Oklahoma then reserves the right to increase or decrease this fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment, but they shall provide Supplier with a written notice of such change.

Would the State allow the following language be added to the contract ensuing from this proposal: "Should Oklahoma increase the administrative fee at any time throughout the term of the agreement, including any renewal terms, Supplier reserves the right to adjust its fee equal to Oklahoma's increase".

A6. Bidders may take exception to any requirement or specification contained in the solicitation. Exceptions must be clearly and prominently stated in the bid response.

Q7. Page 9, Section A.25.

Would the State allow a sixty day termination for convenience clause be added if mutual between the parties?

A7. Bidders may take exception to any requirement or specification contained in the solicitation. Exceptions must be clearly and prominently stated in the bid response.

Q8. In order for the State to fairly compare price proposals, will the State consider issuing a standard bid form with required line items? Examples can be provided from other solicitations for similar work.

A8. Pricing schedules should be submitted using the format provided in Section H.

Q9. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

A9. Tipping fees are to be included in each vendor's price proposal.

Q10. In terms of DMS Operations, please confirm that the following reduction methods are acceptable:

- a. Vegetative debris reduced via grinding
- b. Vegetative debris reduced via air curtain burning
- c. Vegetative debris reduced via open burning
- d. C&D debris reduced via compaction

A10. Co-mingled construction/demolition waste must not be burned and must be disposed of at a DEQ permitted landfill. Grinding, chipping, recycling, or disposals within DEQ permitted landfills are preferred methods of disposal over burning.

Burning is acceptable with the following restrictions

- The burn must be conducted in an air curtain destructor located at a site registered and approved by DEQ.
- Situate the burn location as far as possible from area residences.
- Ensure there are no petroleum pipelines on or near the burn site to avoid explosion hazards.
- Minimize the amount of dirt and other non-combustible materials to achieve the most efficient burn.
- Have someone on site at all times along with firefighting equipment.
- Control the burning so that the smoke does not create a traffic hazard.
- Residual ash may be buried in the burn pit by providing 2 feet of soil cover.

Q11. Section H Price and Cost – Please confirm we are to provide our own pricing schedule in excel format.

A11. Yes. Pricing schedules should be submitted using the format provided in Section H.

Q12. Section H Price and Cost – when we provide our unit rate pricing schedule are we required to include the "% off unit cost" and the "Oklahoma Cost" columns? The unit rate we provide in our schedule will be the rate we propose for the State of Oklahoma.

A12. Pricing schedules should be submitted using the format provided in Section H.

Q13. Section H Price and Cost – how will the pricing of each proposal be evaluated against one another. Will the labor and equipment hourly rates hold as much weight as the debris removal unit rates?

A13. Due to the extensive and varied products/services, a sample of products/services across categories will be used for cost evaluation.

Q14. Supplier/Payee Form or W-8BEN (as required) Could the state identify where this form is in the solicitation?

A14. The form is attached to this amendment.

Q15. Is the inclusion of Oklahoma on our worker's compensation policy declarations page sufficient evidence of compliance with Item 6 in the Responding Bidder Information (Page 1 of RFP)?

A15. Yes.

b. All other terms and conditions remain unchanged.

DRC Emergency Services, LLC

Supplier Company Name (**PRINT**)

Date

Kristy Fuentes

VP/ Secretary/ Treasurer

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Calhoun County, AL March 2018 – June 2018	Emergency Debris Removal Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$882,966.84	59,000	Brian Rosenbalm, <i>County Engineer</i> Phone: (256) 237-4657 brianr@calhouncounty.org 160 Seaton Drive Anniston, AL 36205
City of Port Aransas, TX August 2017 – Present	Debris Removal Hurricane Harvey (DR-4332)	Estimated \$15,000,000	756,472.05	David Parsons, <i>City Manager</i> Phone: (361) 749-4111 Fax: (361) 749-4723 Davidparsons@cityofportaransas.org 710 West Avenue A Port Aransas, TX 78373
East Baton Rouge Parish/City of Baton Rouge August 2016 – June 2017	Disaster Debris Removal and Disposal Louisiana Severe Storms and Flooding (DR-4277)	\$37,820,003.62	1,947,581 (as of 6/12/2017)	Adam Smith, <i>P.E. Interim Director</i> Phone: (225) 389-5623 Fax: (225) 389-5391 Amsmith@brgov.com 222 Saint Louis Street, Suite 816 Baton Rouge, LA 70802

For 30 years, DRC has provided extensive disaster recovery services, environmental services and civil construction 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. 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 over the last 30 years alone, 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:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal and Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Restoration
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

Tab 3: Company Information

Debris Removal Services



NOTABLE ACHIEVEMENTS AND EXPERIENCE

- 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.
- 30-year record** of assisting local jurisdictions with FEMA reimbursement **without a single deobligation.**

“The City of Houston set an **all-time, one day record** for debris removal in anything that’s been done in the United States of America. And we’ve **increased significantly the pace of our removal of debris every day.**”

Bill White, Former Mayor of Houston, Texas

BACKGROUND AND CAPACITY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. 27 full time employees are currently working for DRC to serve varying state and federal jurisdictions in disaster debris removal. 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 12 million cubic yards during 39 simultaneous activations. Having performed debris operations across the Continental United States and internationally for three 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.**

The principals of DRC Emergency Services, LLC is John Sullivan, William Sullivan, and Todd Sullivan.

Description of Offices

DRC is headquartered in Galveston, Texas. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the State of Oklahoma should any location be compromised during a disaster. DRC personnel are located in various locations dictated by activations and ongoing work. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. In the event of a disaster, DRC will establish an office within the State from which all operations will be managed.

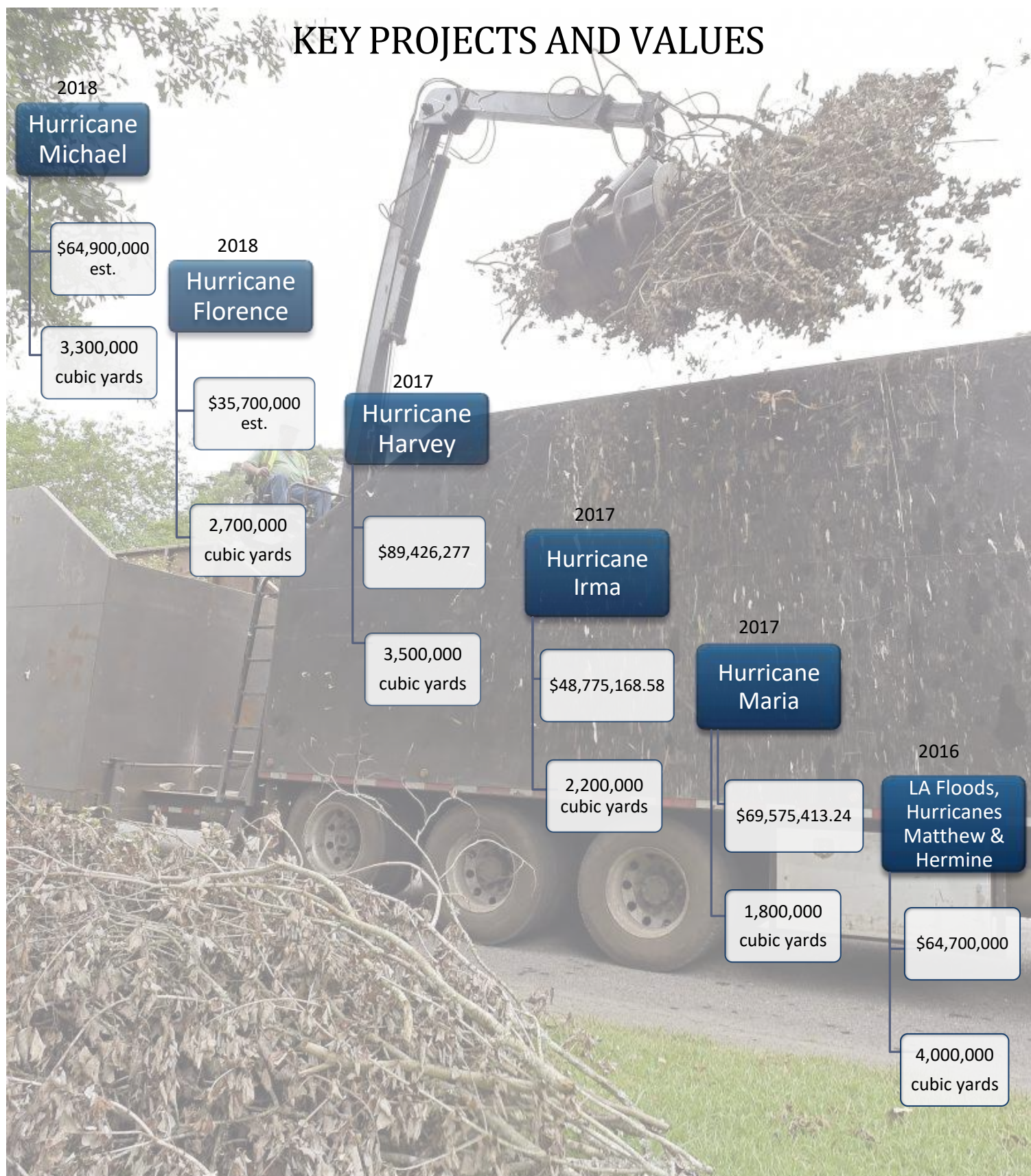


Tab 3: Company Information

Debris Removal Services



KEY PROJECTS AND VALUES



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.

- 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.
- 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 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.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while still performing other projects across the United States.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

Banking

Texas Capital Bank
Mike Chryssikos
Senior Vice President
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7109
michael.chryssikos@texascapitalbank.com
(Please see attached letter)

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
(Please see attached letter)

Insurance

McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com
(Please see sample insurance certificate in Tab 1)

Tab 3: Company Information

Debris Removal Services



CURRENT PRE-POSITION CLIENTS OF DRC

State of Alabama			
ACCA Region 1	ACCA Region 6	Mobile (City of)	
ACCA Region 2	ACCA Region 7	Semmes (City of)	
ACCA Region 5	Evergreen (City of)	ALDOT (2)	
State of California			
Alameda County	Los Angeles County	Buena Park	Orange County
State of Colorado			
Arvada (City of)	Boulder (City of)		
State of Connecticut			
West Hartford			
State of Florida			
Angler's Club Homeowners Association	Hernando County	Monroe County (2)	Santa Rosa County
Angler's Homeowners Association	Hialeah	New Smyrna Beach	Sarasota County
Atlantic Beach (City of)	Hollywood (City of) (2)	North Bay Village	Sarasota (City of)
Bal Harbour (Village of)	Holmes County	North Lauderdale	Seminole Tribe of FL
Bay County	Indian Creek Village	North Miami	Sewall's Point (2)
Broward County (2)	Indian Rocks Beach	Ocean Reef Club, Inc	South Daytona
Cape Coral	Indiantown	Ocean Reef Community Association	South Florida Water Management District
Charlotte County (2)	Inverness	Ocean Ridge (Town of)	South Miami
Charlotte County School District	Jackson County (2)	Orange City	South Pasadena
Citrus County	Jupiter Island (2)	Orlando	St. Augustine
Coconut Creek (2)	Key Colony Beach	Ormond Beach	St. Lucie County (2)
Daytona Beach	Lake Worth	Oviedo	Stuart (City of)
Debary	Lakeland	Palm Beach County School District	Surfside
Deland	Largo	Palm Beach County Solid Waste Authority	Sunny Isles Beach
Doral	Lauderdale Lakes	Palm Beach (Town of)	Tallahassee
Dunedin	Lee County (3)	Palm Beach Gardens (2)	Tampa
Edgewater	Leesburg (City of)	Palm Springs (Village of)	Tavares
Escambia County	Leon County	Pinellas County	Temple Terrace
FDOT District 2	Lighthouse Point	Polk County	Treasure Island
FDOT District 3	Longwood (City of)	Polk County School Board	Vero Beach
FDOT District 5	Manatee County	Pompano Beach	Virginia Gardens (Village of)
FDOT District 7	Marathon	Port Orange	Volusia
Ferdinandina Beach	Mary Esther	Port St. Lucie	Washington County
Fort Myers (3)	Martin County	Redington Beach	Weston
Fort Walton Beach	Marion County	Sanibel (City of)	Wellington
Gulfport	Miami		
	Miami-Dade County – Debris Removal		
State of Georgia			

Tab 3: Company Information

Debris Removal Services

Blakely-Early County – Prequalified	Brunswick Charlton	Colquitt (City of) Colquitt County	Garden City Miller County
State of Hawaii			
Honolulu			
State of Kansas			
Johnson County			
State of Kentucky			
Owensboro (City of)			
State of Louisiana			
Abita Springs (Town of) Ascension Parish Assumption Parish Baker (City of) BREC Calcasieu Parish Cameron Parish	East Baton Rouge Parish/ City of Baton Rouge Evangeline Parish Greater Lafourche Port Commission Iberia Parish Iberville Parish	Jefferson Parish Lafayette Parish Lafourche Parish New Orleans (City of) Plaquemines Parish (2) Port of New Orleans	Slidell (City of) St. Bernard Parish St. Charles Parish State of LA – Sand Tangipahoa Terrebonne Parish
State of Maryland			
Caroline County Frederick County (2) Harford County Prince George County	State of Maryland – Region A State of Maryland – Region B	State of Maryland – Region C State of Maryland – Region D	State of Maryland – Region E
State of Mississippi			
Gautier (City of)	Jackson County	Tupelo (City of) – Prequalified	Lee County Moss Point (City of)
State of Missouri			
Greene County			
State of New York			
New York (City of)	State of New York		
State of North Carolina			
Burgaw Caroline Beach - Sand Greene County Greenville (City of) Havelock	Jones County Montgomery Morehead City New Hanover County Pamlico County (3)	Pender County Pine Knoll Shores (Town of) (2) Sampson County	Southport Surf City (Town of) (3) Topsail Beach Wilmington (3)
State of Oregon			
Washington County – Prequalified			
State of South Carolina			
Allendale Bamberg County	Barnwell County Jasper County	Oconee County- Prequalified Pickens – Prequalified	Rock Hill

Tab 3: Company Information

Debris Removal Services



State of Tennessee			
Metro Nashville – Davidson County	Memphis	Madison County	
State of Texas			
Aransas Pass Bellaire Brazoria Cedar Hill Chambers County Cleveland Conroe Duncanville (City of) Edinburgh El Campo (City of) Friendswood (City of) Freeport (City of)	Fort Worth Galveston (City of) (3) Galveston County Galveston Wharves Garland Groves Harris County Houston (2) Houston Galveston Area Council Humble Huntsville Ingleside	Jamaica Beach Jefferson County Jefferson Co. Drainage District No. 7 Kemah La Porte (2) McKinney Mesquite (City of) Morgan's Point Nederland Piney Point Village	Port Aransas Port Arthur Port Neches Port of Corpus Christi Richwood Seabrook San Antonio Shenandoah Taylor Lake Village Texas City Tyler County University of Texas Medical Branch at Galveston
State of Virginia			
Amelia County Buckingham County Central Virginia Waste Management Authority	Charlotte County Virginia Department of Emergency Management (2)	Lunenburg County Loudoun County Prince Edward Prince William	Roanoke (City of)
State of Washington			
State of Washington			

RELEVANT WORK EXPERIENCE

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	Work in Progress	Work in Progress
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejeune	18	Work in Progress	Work in Progress
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	302,004.00	\$ 4,833,620
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	\$ 69,757,413
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	Maryland: Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	Florida: Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93
Hurricane Matthew	Florida: Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian North Carolina: New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach Georgia: Georgia Department of Transportation	14	579,473.65	\$13,572,406.02

Tab 3: Company Information

Debris Removal Services



2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	Texas: Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
Louisiana Storm Event	Louisiana: East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
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
2013	Activations	Temporary Sites	Cubic Yardage	Contract Value
Midwestern Tornado Outbreak	Missouri: St. Louis County, St. Charles County, and City of Bradenton Oklahoma: City of Pottawatomie and City of Oklahoma City	2	205,288.10 Cubic Yards 50,426.28 Tons	\$ 3,253,487
2012	Activations	Temporary Sites	Cubic Yardage	Contract Value
Superstorm Sandy	New Jersey: Piscataway and City of Ocean City New York: New York Department of Transportation Maryland: Harford County	N/A	988,081.93	\$ 19,063,581
Hurricane Isaac	Louisiana: Louisiana Department of Transportation, Ascension Parish, St. John the Baptist Parish, Jefferson Parish, East Baton Rouge Parish, St. Charles Parish, City of New Orleans, New Orleans Downtown Development District, and City of Mandeville	6	814,611.22	\$ 11,929,391
2011	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Irene	North Carolina: New Hanover County, Pender County, Pamlico County, North Topsail Beach, Havelock, and Southern Shores Virginia: Virginia Department of Transportation, Virginia Department of Emergency Management, City of Richmond, Suffolk Maryland: St. Mary's County, Calvert County, and Harford County Rhode Island: Rhode Island Department of Transportation, Burgaw, Barrington, Cranston, Narragansett, Cumberland, Providence,	14	872,108.16	\$ 18,477,522
2011 Tornado Outbreak	Alabama: Alabama Department of Transportation Divisions 1, 3, and 5, Alabama Department of Natural Resources, Jefferson County, Franklin County Calhoun County, City of Birmingham, City of Trussville, Town of Phil Campbell, Birmingham Airport Authority, and University of South Alabama Mississippi: Holmes County, Clay County, Durant,	12	2,695,808.75	\$ 32,235,282
FEMA Site Development	North Dakota: Minot	N/A	N/A	\$ 9,367,899

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Debris Removal Services

2010	Activations	Temporary Sites	Cubic Yardage	Contract Value
Deepwater Horizon Oil Spill	Louisiana: USES of Louisiana, Plaquemines Parish, Terrebonne Parish, St. Bernard Parish, Lafourche Parish, and Jefferson Parish Florida: Okaloosa County, Santa Rosa County, and Escambia County	N/A	N/A	\$ 185,334,468
2008	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Ike	Texas: Texas GLO, Texas Department of Transportation, Trinity Bay Conservation, Harris County, Jefferson County, Jefferson County Drainage District, Nassau Bay, City of Nederland, City of Humble, Jamaica Beach, Port Arthur, Baytown, El Largo Port of Galveston, City of Groves, Piney Point Village, City of Galveston, Taylor Lake Village, City of Bellaire, City of Port Neches, and the City of Houston	25	11,377,207.60	\$ 169,770,518
Hurricane Gustav	Louisiana: Louisiana Department of Transportation, Assumption Parish, Iberville Parish, Bayou Lafourche Fresh Water District, St. John the Baptist Parish, St. Landry Parish, Iberville Parish, Lafayette Parish, Iberia Parish, Tangipahoa Parish, Terrebonne Parish, City of Kenner, and the City of New Orleans	21	4,289,503.96	\$ 38,218,302
2005	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricanes Katrina, Rita and Wilma	Louisiana: Louisiana Department of Environmental Quality, Orleans Levee District, East Baton Rouge Parish, Washington Parish, Plaquemines Parish, St. Tammany Parish, City of Kenner, City of Westlake Mississippi: USCG, Mississippi Department of Transportation, and the City of Gulfport Florida: Florida Department of Transportation, Palm Beach Solid Waste Authority, Martin County, Miami-Dade County, Monroe County, Palm Beach County, Plantation, Deerfield Beach, North Miami, Miami, Hollywood, and the City of Gulf Breeze	20	Currently Unknown	\$ 1,162,578,450
2004	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricanes Charley, Frances, Ivan and Jeanne	Florida: South Florida Management District, Okaloosa County, Escambia County, St. Lucie County, Hillsborough County, Indian River County, Martin County, Jacksonville Beach, Mary Esther, Broward County, City of Tampa, Crestview, Deerfield Beach, Deltona, Hollywood, Orchid, Plantation, Tarpon Springs, Niceville, Sanford, Temple Terrace, West Palm Beach, Vero Beach	10	Approximately 10,000,000	\$ 130,293,371

Tab 3: Company Information

Debris Removal Services



EXPERIENCE WITH FEMA REIMBURSEMENT

Having participated in every major disaster for the past 30 years, 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.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. With over 30 years of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
2015	TX Severe Storms & Flooding	TX	DR-4269

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2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
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
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
2005	Hurricane Katrina	FL, LA, MS	DR-1602, DR-1603 DR-1604
2005	Hurricane Wilma	FL	DR-1609
2005	Hurricane Rita	TX, LA	DR-1606, DR-1607

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2005	Hurricane Ophelia	NC	DR-1608
2005	Hurricane Dennis	FL	DR-1595
2004	Tropical Storm Gaston	SC	DR-1547
2004	Hurricane Charley, Francis, Jeanne, and Ivan	FL	DR-1539, DR-1545 DR-1561, DR-1551
2003	Hurricane Isabel	VA	DR-1491
2002	Hurricane Lili	LA	DR-1437
2002	Emergency Tire Fire	VA	FSA-2397
2002	Hurricane Isadore	LA	DR-1435
2002	Severe Floods	VA	DR-1406
2002	Snow Storm	NY	DR-1404
2001	Ice Storm	KS, MO	DR-1366, DR-1412
2001	Tropical Storm Gabrielle	FL	DR-1393
2001	Tropical Storm Allison	LA	DR-1380

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2001	Severe Flooding	WV	DR-1378
2001	Severe Flooding	TX	DR-1379
2001	Ice Storms	OK, LA	DR-1355, DR-1357
		TX	DR-1356
2000	Catastrophic Flood	NJ	DR-1337
2000	F4 Tornado	TX	DR-1323
2000	Ice Storm	NC	DR-1312
2000	Ice Storm	GA	DR-1311
1999	Hurricane Floyd	FL, SC	DR-1300, DR-1299
		NC	DR-1292
1999	F5 Tornado	OK	DR-1272
1999	Hurricane Irene	FL	DR-1306
1999	Tropical Storm	TX	DR-1274

We are committed to the people and communities we serve. No matter the project, we approach our work with the goal of bettering our clients' lives.

Tab 3: Company Information

Debris Removal Services



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 20 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

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. Mark 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, Mark 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

Other Certifications: Hazwoper

“The team at DRC has been most professional, engaging, and amenable to the City’s needs during the initial five-year period.”

— Harry Hayes Director of Solid Waste Management City of Houston

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.

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

Other Certifications: Hazwoper

Cliff Lowe, Vice President of Business Development

Cliff Lowe has over ten years of experience in the disaster management industry and has managed federal projects around the globe, giving him a unique knowledge of state and federal contracts. Since he has been with DRC, Mr. Lowe aided in the Hurricane Michael recovery at the Tyndall Air force Base in Florida. As DRC’s Vice President of Business Development, Mr. Lowe is responsible for the day to day management of DRC’s Regional Manager Team, sales and marketing, and coordinating with DRC’s sister company, SLS.

Mr. Lowe was previously employed at HDR Engineering and Construction, where he worked as a Project Manager for HDR’s OCUNUS Program. The program collectively performed 300 million cubic yards of work in Iraq, Afghanistan, and Kuwait. In 2016, he was awarded the Pathfinder of Distinction for Leadership for his role in Hurricane Matthew recovery efforts.

Mr. Lowe has a Bachelor’s Degree of Science and a Master’s Degree of Science, both obtained at Texas A&M University.

Certifications: 40 Hour HAZWOPER, License Asbestos Inspector

Joe Newman, Vice President of Operations

With more than 13 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.

Tab 3: Company Information

Debris Removal Services



As Vice President of Operations, Mr. Newman provides operational oversight in order to measure 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 Bush, Regional 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

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

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 Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, 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-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

OSHA Certifications: OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700

Other Certifications: ADEM – QCI Certification, Hazwoper, 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, 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 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

Other Certifications: Hazwoper

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LITIGATION

DRC EMERGENCY SERVICES, LLC FIVE YEAR LITIGATION LIST

(Updated and Revised: May 16, 2019)

The following is a list of all litigation involving DRC Emergency Services, LLC ("DRCES") pending or resolved in a five year period commencing May 16, 2014 and ending May 16, 2019.

ALABAMA

1. *Fuzzell v. DRC Emergency Services, LLC*, No. 14-904190, Jefferson County Cir. Ct., AL. Claim by Stewart G. Fuzzell for breach of an alleged verbal employment agreement which included a purported verbal revenue share. Plaintiff claimed \$26 million. Matter settled and dismissed on April 19, 2016.
2. *Cahaba Disaster Recovery, LLC v. DRC Emergency Services, LLC*, Civil Action No. 01-CV-2015-903953, Circuit Court, Jefferson County, Alabama removed to U.S. Dist. Court for the Northern Dist. Of Alabama, Case No. 15-2096. Payment claim for \$2,477,680.29 by plaintiff for work allegedly performed on a Joplin, MO tornado debris removal project. Matter settled and dismissed on April 22, 2016.
3. *DRC Emergency Services, LLC and Liberty Mutual Insurance Company v. R. Baker, Inc.*, Civil Action No. 14-2281, United States District Court for the Northern District of Alabama, Birmingham Division. Declaratory action filed by DRCES and its surety against a sub-subcontractor regarding non-liability for lower tier sub-subcontractor claims. Franklin County and Town of Phil Campbell tornado recovery projects. Matter settled and was dismissed on February 12, 2016.
4. *B&B Environmental Services, et al v. DRC Emergency Services, LLC*, et al, Mobile County, Alabama Circuit Court, Case No. 14-903439. Unquantified suit by lower tier sub-subcontractors for payment claiming existence a partnership/joint venture between DRCES and its former subcontractor. Multiple disaster recovery projects. Matter settled and dismissed on March 21, 2016.
5. *Luc Raymond v. DRC Emergency Services, LLC*, Case No. 2012-CV-901342, Mobile County, Alabama Circuit Court. Lawsuit for earthquake related work performed in Haiti. Case Settled for \$175,000 and dismissed July 24, 2014.
6. *Acton Plumbing & Heating Co., Inc. v. DRC Emergency Services, LLC*, Case No. 2014-904235, Jefferson County, Alabama Circuit Court. Claim by lower-tier sub-subcontractor for Birmingham tornado recovery work. Case settled for \$17,896.29 and dismissed on November 12, 2014.
7. *International Camp Sales & Service v. DRC Emergency Services, LLC, et. al.*, Circuit Court of Mobile County, AL, Case No. 09-902111. Dispute over an alleged commission agreement for sale of equipment. Lawsuit removed to United States District Court for the Southern District of Alabama, Case No. 09-775, then remanded to state court. Matter stayed pending arbitration. Arbitration ruling against DRC final. DRC satisfied and paid claimant. Lawsuit dismissed August 22, 2014.

FLORIDA

8. *Hills v. Tap Out*, et al, No. 18-627, 16th JDC Monroe County, Florida. Claim by a pro se plaintiff for alleged failure of tenants to pay rent following home repairs under a public assisted house repair program not involving DRC. The lawsuit is frivolous and was filed by a plaintiff with a history of such pro se filings. The litigation is pending. Filed May 13, 2018.

LOUISIANA

9. *Gulf State Construction v. DRC Emergency Services, LLC*, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking \$180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.
10. *Down South Services, LLC v. DRC Emergency Services, LLC*, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.
11. *American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al*, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.
12. *B&S Equipment v. DRC Emergency Services, LLC, et al*, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Lawsuit removed to United States District Court for Eastern District of Louisiana, Case No. 11-3144, then remanded to state court. Claim by lower-tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled for \$175,000 on July 3, 2014.
13. *Terrebonne Parish Consolidated Government v. DRC Emergency Services, LLC, et al*, Case No. 177363, 32nd Judicial District Court, Terrebonne Parish, Louisiana. Suit by the Parish claiming default and breach of contract in connection with a waterway dredging project. Immediately after suit, DRC met with Parish representatives and asserted that: (1) its dredging methods on the project complied with accepted industry standards; (2) the engineering design template could not be achieved due, in part, to (a) soil and waterway conditions, and (b) defects/flaws in the original project design and specifications; and, (3) DRC further asserted that claims by neighboring landowners were outside the scope of the parties' contract. The parties' dispute was settled. Under the settlement DRC performed limited repair work to adjacent tracts; no additional dredging was required of DRC. The project has now been accepted by the Parish and the lawsuit was dismissed May 4, 2017.
14. *Ultra Lane, Ltd. v. DRC, et al*, No. 17-430, USDC MDLA Suit by Ultra Lane, lower-tier sub-subcontractor for payment. DRC dismissed from litigation.
15. *Baker v. DRC*, No. USDC WDLA. Collection lawsuit. DRC disputed the claim. Matter settled for \$125,000 and dismissed September 26, 2017.
16. *Infinity Trucking v. Cahaba Disaster Recovery, et al*, USDC EDLA, Case 18-1700. \$94,000 claim by lower tier subcontractor on a demolition project. Claim is disputed by DRC based on no contract privity. Settled and dismissed December 10, 2018.
- 16A. *IceX Systems Management, LLC v. DRC Emer. Servs.*, No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contends that equipment was removed from project by plaintiff. Disputed by DRC.

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17. *Environmental Works, Inc. v DRC Emergency Services, LLC*, Circuit Court, Greene Co., MO, Case No. 1331-CC00237. Suit for breach of contract for work in Joplin, MO regarding air monitoring services. USACE Joplin tornado recovery project. Case settled for \$135,000 and dismissed on June 10, 2014.

18. *Hershewe v. DRC Emer. Services, LLC*, Case NO. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project.

NEW YORK

18A. *DRC Emergency Services, LLC v. Fuzzell*, Case No. 15-1000, United States District Court for the Southern District of New York. Suit to recover equipment. Settled and dismissed on March 16, 2016.

18B. *Luther S. Pate, IV v. DRC Emergency Services, LLC, et al*, Index No. 654058, Supreme Court of New York, County of New York. Suit for breach of contract regarding an alleged verbal promise to convey non-voting equity following the default of a loan guaranteed by plaintiff and subsequent settlement agreement by plaintiff of same. DRC is listed as a non-party defendant. The entire lawsuit was dismissed July 18, 2016.

NORTH CAROLINA

19. *Caroline-A-Contracting v. DRC, Inc. d/b/a DRC Group DRC Emergency Services, LLC and Ray Peele*, Case No. 12-CvD-0394. Claim by lower-tier subcontractor for non-payment. Birmingham tornado recovery project. Case settled for \$27,000 and dismissed on December 16, 2014.

TEXAS

20. *Contreras v. Terrence, et al*, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between \$50,000 and \$200,000.

21. *Yester Avila, et al. vs. SLSCO, Ltd., et al.*, No.18-cv-00426, USDC SDTX. Class action wage underpayment claim on a project in which DRC had no involvement.

22. *DRC Emer. Servs. v. Blomquist, et al*, No. 18-0345, 122nd JDC, Galveston County, TX. Suit by DRC for breach of contract arising out of a private business agreement.

22A. *DRC Emer. Servs. v. Blomquist, et al*, No. 18-0345, 122nd JDC, Galveston County, TX. Suit by DRC for breach of contract and damages.

BP OIL SPILL RELATED LITIGATION

23. The lawsuits set forth in Sub-paragraphs 23(a)-(II) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to general economic loss claims, personal injury tort-based claims, contract-based charter-hire payment claims and purported discrimination claims. Pursuant to the BP-DRCES Master Subcontract Agreement, BP is obligated and has defended and indemnified DRCES.

a. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, United States District Court for the Eastern District of Louisiana, Civil Action No. MDL 2179. This is the lead case in the BP Multi-District Litigation. With the exception of a few state

court cases, all cases below have been consolidated into the lead MDL case. Pursuant to the District Court's February 2016 ruling, many personal injury claims below have been dismissed; however, out of an abundance of caution, these cases remain listed until a formal dismissal order is issued. By court order, all non-personal injury cases consolidated in the MDL are stayed and unserved on the defendants until further notice by the District Court.

b. *Caulfield v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1891.

c. *Black v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-867. Dismissed.

d. *Pearson v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863.

e. *Lambert v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311.

f. *Baudier v. DRC Emergency Services, LLC, et al.*, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286.

g. *Turner v. DRC Emergency Services, LLC, et al.*, Case No. 52826, Harris County, Texas Circuit Court, removed to USDC EDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.

h. *McCormick v. DRC Emergency Services, LLC*, 11-2141 Civil Action No. 11-2141. Settled and dismissed on March 18, 2013.

i. *Turlich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076.

j. *Luke Boudreaux v. The DRC Group, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179.

k. *Fitzgerald v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650.

l. *Matherne Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449.

m. *Rodrigue Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445.

n. *Pearson and Black v. DRC Emergency Services, LLC*, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778.

o. *Chad Rogers v. DRC Emergency Services, LLC, et al.*, 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295.

p. *Frelich v. DRC Emergency Services, LLC, et al.*, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616.

q. *Foussell, et al. v. DRC Emergency Services, LLC, et al.*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195.

r. *Trung v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766.

Tab 3: Company Information

Debris Removal Services



- s. *Daigle v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2499.
- t. *Duong, et al v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. (DRCES tendered to BP for defense/indemnity; awaiting response).
- u. *Duong, et al v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605.
- v. *Dinwiddie v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. (DRCES tendered to BP for defense/indemnity; awaiting response).
- w. *Brown v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. (DRCES tendered to BP for defense/indemnity; awaiting response).
- x. *Elmer Rogers v. DRC Emergency Services, LLC*, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USCD EDLA Civil Action No. 14-2285 (DRCES tendered to BP for defense/indemnity; awaiting response).
- y. *Gros, et al v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1824. Wage claim. Settled and dismissed March 21, 2013. Related matter *DRC Emergency Services, LLC, et al v. BP Exploration & Production, Inc., et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2510. Settled and was dismissed on March 7, 2014.
- z. *Hayden v. Mitchell Liftboats, LLC v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5234 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.
- aa. *Hayden v. A.M.C. Liftboats, Inc. v. DRC Emergency Services, LLC, et al*, 25th Judicial District Court, Plaquemines Parish, Louisiana, Civil Action No. 60-624. Lawsuit removed to U.S. Dist. Court for Eastern District of Louisiana, Case No. 13-5235 and consolidated with MDL 2179. Case settled and dismissed on December 5, 2014.
- bb. *In re Triton Asset Leasing GmbH*, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179.
- cc. *Alexander v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179.
- dd. *Strike Zone Charters v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960.
- ee. *Reefkeeper, LLC v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955.
- ff. *Terry v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137.
- gg. *Lim v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950.
- hh. *Duong v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953.
- ii. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957.
- jj. *Ly v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027.
- kk. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952.

II. . *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955.

DOMINICAN REPUBLIC

24. *Group CG Builders v. DRC Emergency Services, LLC, et al.* Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in the United States against DRCES dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending but inactive for over three years.

REGULATORY

25. DRC Emergency Services, LLC was suspended by the U.S. Air Force in September 2014 for 22 business days relating to a project in Joplin, Missouri that occurred over seven years ago when the company was operated under previous ownership. Following a detailed response at the direction of DRC's new ownership and management, the suspension was lifted. None of the individuals that were named in the suspension are currently employed by DRC Emergency Services, LLC. Moreover, the company implemented a robust corporate responsibility, compliance, safety and ethics program at all employment levels. DRC Emergency Services, LLC currently operates in good standing with all branches of Government.

26. On September 12, 2014, the Louisiana Department of Natural Resources, Office of Coastal Management issued a Compliance Order to DRC Emergency Services, LLC for the temporary damage to marsh grass (e.g. tracks in marsh grass caused by marsh buggy and work staging) and ordering a contribution of \$144,058.00 to the State's Coastal Mitigation Account. The Consent Order expressly acknowledged that the habitat area had been naturally restored. The Compliance Order was appealed and the parties subsequently settled the matter which included a non-admission of liability by DRC Emergency Services, LLC. The matter was dismissed on October 5, 2015.

27. By Consent Order dated March 9, 2015, the South Carolina Department of Health and Environmental Control assessed a \$10,000 civil penalty against DRC Emergency Services, LLC for burning vegetative debris within 1000 feet from a public roadway. The incident was self-reported by DRC Emergency Services, LLC.



TEXAS CAPITAL BANKTM N.A.

November 8, 2018

DRC Emergency Services, LLC
P.O. Box 131486
Houston, Texas 77219

To Whom It May Concern:

DRC Emergency Services 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 \$60,000,000 led by Texas Capital Bank and has an accordion feature to increase the credit facility to \$100,000,000 if needed. DRC 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 keeps ample levels of Working Capital available at moments notice.

I've personally banked the owners of the company for over 10 years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. I've witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

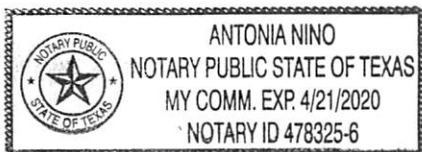
Please feel free to contact me should you need additional information.

Mike Chryssikos

Mike Chryssikos
Senior Vice President
Texas Capital Bank
832-308-7109

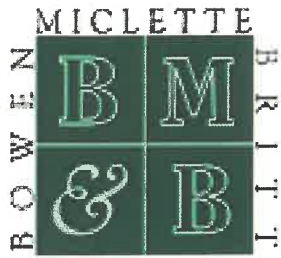
STATE OF TEXAS
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 8th day of November, 2018, by Mike Chryssikos.



Antonia Nino

www.texascapitalbank.com



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
1111 NORTH LOOP WEST, SUITE 400
HOUSTON, TEXAS 77008
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

October 11, 2018

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

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 Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to \$150,000,000 as long as these projects fit within a \$300,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford 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

DT/rg



The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

One of the primary missions of any the State 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 the State of Oklahoma achieve these goals. DRC's approach to **prepare**, **respond**, and **recover** are fundamental to successful disaster management.



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



Tab 4: Response to Specifications/Requirements

Debris Removal Services



PREPARE



- *Contract Award*
- *Local Teaming Partners*
- *Available Equipment*
- *Joint Planning & Training*
- *Ensuring FEMA Compliance*

Contract Award

Upon award, DRC's Regional Manager Mark Bush will schedule a meeting with the State of Oklahoma. The initial meeting is critical, allowing both the State 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 temporary designated areas (or 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 in the last 30 years. 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



Tab 4: Response to Specifications/Requirements

Debris Removal Services

The use of local subcontractors helps revitalize the State of Oklahoma's community and economic recovery after a disaster. DRC is always committed to utilizing local subcontractors because we are dedicated to the complete recovery of the State of Oklahoma's community. RPF Emergency Services, LLC is the proposed subcontractor for the State.

RPF Emergency Services, LLC
Hunter Fuzzell
2903 7th street
Tuscaloosa, AL 35401
205-345-6060

RPF Emergency Services is a turn-key subcontractor in the Emergency Services industry. Based out of Mobile, AL, RPF is ready to respond within 24 hours to any of the State of Oklahoma needs. RPF is wholly owned by R. Hunter Fuzzell. Hunter founded the company in 2015, after spending over a decade working in various roles throughout the industry. Hunter possesses a BS – Finance and MBA from Auburn University and a Master's of Engineering – Construction Management from the University of Alabama – Birmingham. In 2016, RPF responded to 18 contracts, the majority being simultaneous in response to Hurricane Matthew. They handled over 3.5 million cubic yards of debris, taking it "cradle to grave" from the public ROW, to the DMS, through the reduction process, and finally to final disposal. RPF continued to grow in 2017, when it managed over 20 contracts and handling in excess of 5 million cubic yards of debris

RPF owns 6 "Double" self-loaders and 2 singles. On large events, RPF partners with companies owned by immediate family members and in total they own over 20 "doubles". RPF's true strength lies in its vast network of subcontractors. In 2017, RPF was simultaneously managing in excess of 1300 load and haul units. Since its inception a mere 3 years ago, RPF has responded to any type of disaster in size and scope that could impact the State of Oklahoma.

RPF has worked hundreds of contracts with DRC and serves as their primary subcontractor.

DRC continues to build its subcontractor base and boast potentially the largest group in the industry. All subcontractors are vetted and the State of Oklahoma will always have a final authority on the use of subcontractors. DRC's current list of additional local subcontractors in the State of Oklahoma area is illustrated below:

"DRC, LLC, its staff, and sub-contractors were an essential and outstanding asset to the County's effort to recover from this destructive storm event. I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."

– George Garrett, Sr. Director of Marine Resources & GIS Services of Monroe County, Florida

Tab 4: Response to Specifications/Requirements

Debris Removal Services



Available Equipment

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. **Most recently, during the 2017 hurricane season, we operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Michael, and Maria.**



List of Available Equipment

DRC Emergency Services Asset List		
Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various 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
Slings	various models	5

Tab 4: Response to Specifications/Requirements

Debris Removal Services

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
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 boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12
Total:		4225
Marine Vessels/Equipment		
Equipment Type		Quantity
Inland Marine Harvester		1
Air Boat		3
Amphibious Aquatic Excavator		1

Tab 4: Response to Specifications/Requirements

Debris Removal Services



Tug Boat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
Total:	61

Joint Planning and Training

DRC provides the State of Oklahoma with planning and training throughout the length of the State'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



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.



Tab 4: Response to Specifications/Requirements

Debris Removal Services



Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

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

Ensuring FEMA Compliance

Having participated in every major disaster for the past 30 years, 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.** DRC will work closely with agency personnel to ensure that all work is FEMA compliant and all documentation is properly obtained.

RESPOND



- *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*

Alert Phase

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

- ⚙ 72 hours before impending impact, Mark Bush will contact the State of Oklahoma to discuss activation and response
- ⚙ At the discretion of the State, 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

Tab 4: Response to Specifications/Requirements

Debris Removal 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 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 the State of Oklahoma'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

Within 48 Hours Post Event

- Initial understanding of crew type and quantity has been established with the State's Point of Contact
- 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 State's Point of Contact
- Truck certifying continues
- Daily Safety Meetings continue

Within 96 Hours Post Event

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, bonds 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 State point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue



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 State, 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 the State of Oklahoma
- 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 State’s third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.



Tab 4: Response to Specifications/Requirements

Debris Removal 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 State) 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 100 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 State.
- As subcontractors complete zones, the areas are jointly surveyed by the State of Oklahoma 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:

PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process

WRONG WAY

- CROSSING THE LINE**
Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.
- PROPPING UP**
Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.

CORRECT WAY

Homeowners and businesses are being asked to separate debris into the following categories:

- HOUSEHOLD GARBAGE**
 - Bagged trash
 - Discarded food
 - Packaging, papers
 - All garbage should be placed curbside the night before the scheduled weekly pickup.
- CONSTRUCTION DEBRIS**
 - Building materials
 - Drywall
 - Lumber
 - Carpet
 - Furniture
 - Mattresses
 - Plumbing
- VEGETATION DEBRIS**
 - Tree branches
 - Leaves
 - Logs
- HOUSEHOLD HAZARDOUS WASTE**
 - Cats
 - Batteries
 - Pesticides
 - Paints
 - Cleaning supplies
 - Compressed gas
- 'WHITE' GOODS**
 - Refrigerators
 - Washers, dryers
 - Freezers
 - Air conditioners
 - Stoves
 - Water heaters
 - Dishwashers
- ELECTRONICS**
 - Televisions
 - Computers
 - Radios
 - Stereos
 - DVD players
 - Telephones

HELPFUL HINTS

- Limit curbside garbage to two 32-gallon containers or eight trash bags.
- Share piles with neighbors.
- Refrigerator and freezer doors must be secured with duct tape.

Sources: Army Corps of Engineers, debris removal contractors
STAFF GRAPHIC BY: DAN SWENSON

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.

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



Tab 4: Response to Specifications/Requirements

Debris Removal 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 contractual terms and conditions



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

Tab 4: Response to Specifications/Requirements

Debris Removal Services



Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

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 the State of Oklahoma 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 State'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 the State of Oklahoma'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





Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the State'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



Tab 4: Response to Specifications/Requirements

Debris Removal Services



Demolition

DRC Emergency Services, LLC 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 the State of Oklahoma.

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 State. This clean fill dirt will be compacted and directed by the State.

Debris Management Site/Residential Drop off 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)
- DMS Site Plan is established and submitted



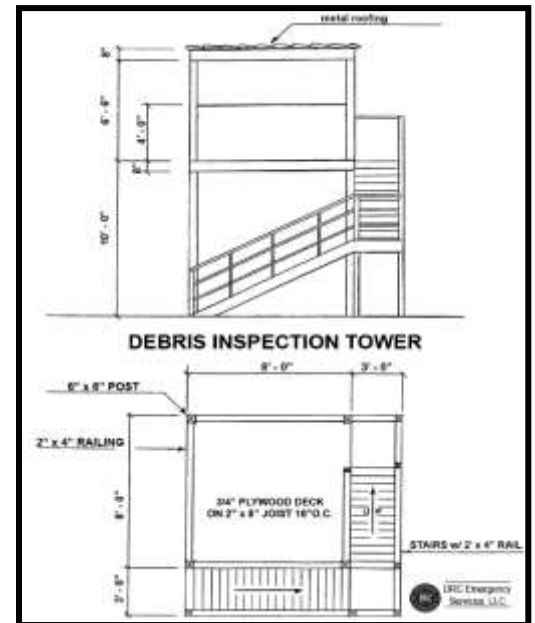
Environmental Considerations

- 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.

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.



Tab 4: Response to Specifications/Requirements

Debris Removal 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.



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.



“This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.”

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

Tab 4: Response to Specifications/Requirements

Debris Removal 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 State 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 the State of Oklahoma and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.



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:

1. 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.

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.

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



Tab 4: Response to Specifications/Requirements

Debris Removal 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.

DRC will notify the procuring agency within 24 hours of any notices of violation or other notice of any legal actions taken against the supplier or its own subcontractors while conducting work within the scope of this contract.

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 State (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.



RECOVER



- *Man Camp Services*
- *Post Disaster Temporary Housing*
- *Marine Services*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

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.



Tab 4: Response to Specifications/Requirements

Debris Removal 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.



In anticipation of Hurricane Florence's impact on the East Coast, SLS was activated by the Virginia Department of Emergency Management to provide emergency shelter services for the state of Virginia and surrounding state evacuees.

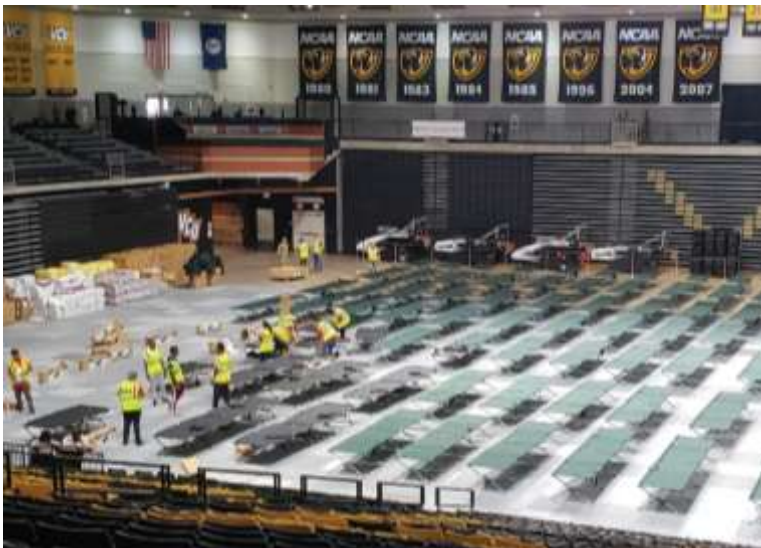
Project specs:

Location: Richmond, Williamsburg, and Newport News, Virginia

Client: State of Virginia

Type: State of Virginia

Units: 5,775 beds in three locations





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



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



DRC Emergency Services, LLC requires no additional agreements in relation to this solicitation.

Please see Price Proposal under separate cover per the RFP requirements.



PO Box 17017 • Galveston, TX 77552
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

PRICE PROPOSAL
Debris Removal Services

SOLICITATION NO. 0900000378

MAY 21, 2019 • 3:00PM
ORIGINAL

STATE OF OKLAHOMA
Central Purchasing
5005 N. Lincoln Boulevard • Suite 300
OKC, OK 73105

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:

Kristy Fuentes, Kfuentes@drcusa.com

Mark Bush, Mbush@drcusa.com

DRC Emergency Services, LLC

State of Oklahoma RFP 0900000378 Debris Removal Services

Pricing Schedule

ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS).	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
0 to 15 miles	Cubic Yard	\$ 9.25	\$ 8.25	\$ 7.25	\$ 74.00
16 to 30 miles	Cubic Yard	\$ 9.25	\$ 8.25	\$ 7.25	\$ 74.00
31 to 60 miles	Cubic Yard	\$ 9.25	\$ 8.25	\$ 7.25	\$ 74.00
Greater than 60 miles	Cubic Yard	\$ 9.25	\$ 8.25	\$ 7.25	\$ 74.00
ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
0 to 15 miles	Cubic Yard	\$ 21.28	\$ 20.28	\$ 19.28	\$ 148.96
16 to 30 miles	Cubic Yard	\$ 22.28	\$ 21.28	\$ 20.28	\$ 155.96
31 to 60 miles	Cubic Yard	\$ 23.28	\$ 22.28	\$ 21.28	\$ 162.96
Greater than 60 miles	Cubic Yard	\$ 25.28	\$ 24.28	\$ 23.28	\$ 176.96
Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
0 to 15 miles	Cubic Yard	\$ 34.63	\$ 33.63	\$ 32.63	\$ 242.41
16 to 30 miles	Cubic Yard	\$ 35.63	\$ 34.63	\$ 33.63	\$ 249.41
31 to 60 miles	Cubic Yard	\$ 36.63	\$ 35.63	\$ 34.63	\$ 256.41
Greater than 60 miles	Cubic Yard	\$ 38.63	\$ 37.63	\$ 36.63	\$ 270.41
Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
0 to 15 miles	Cubic Yard	\$ 47.35	\$ 46.35	\$ 45.35	\$ 331.45
16 to 30 miles	Cubic Yard	\$ 48.35	\$ 47.35	\$ 46.35	\$ 338.45
31 to 60 miles	Cubic Yard	\$ 49.35	\$ 48.35	\$ 47.35	\$ 345.45
Greater than 60 miles	Cubic Yard	\$ 51.35	\$ 50.35	\$ 49.35	\$ 359.45
DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
	Cubic Yard	\$ 1.95	\$ 1.95	\$ 1.25	\$ 15.60
DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
	Cubic Yard	\$ 3.75	\$ 3.25	\$ 2.95	\$ 40.05
DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
	Cubic Yard	\$ 1.00	\$ 1.00	\$ 1.00	\$ 22.50
DMS Management and Reduction by Compaction Work consists of managing and operating DMS for acceptance and reduction of eligible C&D disaster related debris through compaction.	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
	Cubic Yard	\$ 1.00	\$ 1.00	\$ 1.00	\$ 22.50
Haul-out of Reduced Debris to a End User Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User	Unit	Low Range	Mid Range	High-Range	\$ Per Ton (Alternate)
		0-100k CY	100k-500k CY	500k+ CY	
0 to 15 miles	Cubic Yard	\$ 17.63	\$ 16.63	\$ 15.63	\$ 123.41
16 to 30 miles	Cubic Yard	\$ 18.63	\$ 17.63	\$ 16.63	\$ 130.41
31 to 60 miles	Cubic Yard	\$ 19.63	\$ 18.63	\$ 17.63	\$ 137.41
Greater than 60 miles	Cubic Yard	\$ 21.63	\$ 20.63	\$ 19.63	\$ 151.41

SCHEDULE 1 - UNIT RATE PRICE (CONT'D)

Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW	\$ Per Tree	
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6 inch to 12.99 inch diameter	\$ 55.00
13 inch to 24.99 inch diameter	\$ 165.00
25 inch to 36.99 inch diameter	\$ 200.00
37 inch to 48.99 inch diameter	\$ 250.00
49 inch and larger diameter	\$ 350.00
Hanger Removal (per Tree)	\$ 95.00

Removal of Hazardous Stumps

Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved	\$ Per Stump
24.1 inch to 36.99 inch diameter	\$ 175.00
37 inch to 48.99 inch diameter	\$ 275.00
49 inch and larger diameter	\$ 375.00

ROW White Goods Debris Removal

Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for	\$ Per Unit
Refrigerators and freezers requiring reffridgerant recovery and decontamination	\$ 125.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$ 65.00

Used Electronics Removal

Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User	\$ Per Unit
	\$ 45.00

Household Hazardous Waste Removal, Transport, and Disposal

Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill	\$ Per Pound
	\$ 9.95

Abandoned Vehicle and Vessel Removal

Work consists of the removal and transport of eligible abandoned vehicles and vessels.	\$ Per Unit
Passenger Car	\$ 300.00
Single Axle	\$ 450.00
Double Axle	\$ 650.00

Dead Animal Carcasses

Work consists of the recovery and disposal of dead animal carcasses.	\$ Per Pound
	\$ 2.50

18. Storm Drains, Canals and Ditches

	\$ Per Linear Foot
Storm Deposited Silt-Canals and Ditches. Ditch width 0-4 feet	\$ 14.15
Storm Deposited Silt-Canals and Ditches. Ditch width 4.1-8 feet	\$ 28.15
Storm Deposited Silt-Canals and Ditches. Ditch width 8.1-12 feet	\$ 34.15
Storm Deposited Silt-Canals and Ditches. Ditch width 12.1-16 feet	\$ 38.15
Storm Deposited Silt-Canals and Ditches. Ditch width 16.1-20 feet	\$ 42.15
Storm Deposited Silt-Canals and Ditches. Ditch width 20.1-30 feet	\$ 46.15
Cleaning and Clearing of Storm Drain Lines. Drain Line Diameter 0-15 inches	\$ 22.25
Cleaning and Clearing of Storm Drain Lines. Drain Line Diameter 15.01 and greater inches	\$ 32.25
19.. Cleaning of Catch Basins	\$ Per Each
Cleaning and Clear of Cath Basins and Inlets. 4' x 4'	\$ 400.00
Cleaning and Clear of Cath Basins and Inlets. 8' x 8'	\$ 550.00
Cleaning and Clear of Cath Basins and Inlets. 10' x 10'	\$ 700.00
Cleaning and Clear of Cath Basins and Inlets. 20' x 20'	\$ 850.00

Notes

Final Disposal is included in the rates above for line items going to final disposal. The quoted rate is \$61.50/ton or \$8.78/CY. We anticipate the ability to negotiate a better disposal rate post event as well as incorporating the use of state approved composting sites once final quantities are known. Should disposal rates increase or decrease, DRC will pass on the increase or savings to the State and invoice disposal rates at direct cost with no markup.

DRC Emergency Services, LLC

State of Oklahoma RFP 0900000378 Debris Removal Services

Hourly Pricing Schedule

EQUIPMENT TYPE	EQUIPMENT HOURLY RATE
Air Curtain Pit Burner	\$225.00
Air Curtain Refractory Incinerator	\$245.00
Bobcat Loader	\$175.00
Bucket Truck w/Operator	\$275.00
Chipper/Mulcher (8" throat)	\$345.00
Chipper/Mulcher (12" throat)	\$365.00
Crash Truck w/Impact Attenuator	\$185.00
Dozer, Tracked, D5 or similar	\$250.00
Dozer, Tracked, D6 or similar	\$350.00
Dozer, Tracked, D7 or similar	\$450.00
Dozer, Tracked, D8 or similar	\$500.00
Dump Truck, 18 CY-20 CY	\$120.00
Dump Truck, 21 CY-30 CY	\$130.00
Generator and Lighting	\$100.00
Grader w/12' Blade	\$260.00
Hydraulic Excavator, 1.5 CY	\$180.00
Hydraulic Excavator, 2.5 CY	\$190.00
Knuckleboom Loader	\$270.00
Lowboy Trailer w/Tractor	\$150.00
Log Skidder	\$250.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	\$245.00
Pickup Truck, ½ Ton unmanned	\$40.00
Soil Compactor 81 HP+	\$195.00
Soil Compactor 80 HP	\$175.00
Soil Compactor, Towed Unit	\$125.00
Stump Grinder 30" diameter or less	\$225.00
Stump Grinder greater than 30" diameter	\$265.00
Traffic Control, Temporary Single Lane Closure	\$245.00
Tub Grinder, 800 to 1,000 HP	\$645.00
Waste Collection Rear Loader Truck	\$245.00
Water Truck	\$135.00
Wheel Loader, 2.5 CY, 950 or similar	\$185.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	\$195.00
Wheel Loader, 4.5 CY, 980 or similar	\$205.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	\$175.00
Weighing Scales, Truck, Portable and Certified	\$250.00

LABOR TYPE	EQUIPMENT HOURLY RATE	
Project Manager with Cell Phone and Vehicle	\$80.00	
Operations Manager with Cell Phone and vehicle	\$90.00	
Crew Foreman with Cell Phone and Vehicle	\$75.00	
Tree Climber with Chainsaw and Gear	\$90.00	
Laborer with Chainsaw	\$45.00	
Laborer with small tools, traffic control or flag person	\$40.00	
Bonded and Certified Security Personnel	\$85.00	
DESCRIPTION	UNITS	UNIT PRICE
Dehumidifier Equipment		
Dehumidifiers	DAY	\$ 150.00
Large Dehumidifiers	DAY	\$ 250.00
Air Movers	DAY	\$ 55.00
VEHICLES/TRANSPORTATION		
PICKUP TRUCK	DAY	\$ 350.00
PICKUP TRUCK EXTENDED CAB	DAY	\$ 350.00
PICKUP TRUCK 4 X 4	DAY	\$ 400.00
PICKUP TRUCK 1 TON	DAY	\$ 450.00
BOX TRUCK	DAY	\$ 650.00
PASSENGER CAR	DAY	\$ 300.00
20' RESPONSE TRAILER	DAY	\$ 595.00
36' RESPONSE TRAILER	DAY	\$ 695.00
OFFICE TRAILER	DAY	\$ 650.00
FLATBED TRAILER	DAY	\$ 250.00
VEHICLE USE- PICKUPS, VANS, CARS	MILE	\$ 3.50
VEHICLE USE- TRAILERS, HEAVY TRUCKS	MILE	\$ 4.50
12' WORK BOAT W/MOTOR	DAY	\$ 450.00
12' WORK BOAT W/O MOTOR	DAY	\$ 400.00
VACUUM TRUCK 3500 GALLON	DAY	\$ 2,980.00
PERSONAL PROTECTIVE EQUIPMENT (PPE)		
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)	DAY	\$ 758.00
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)	DAY	\$ 380.00
LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)	DAY	\$ 235.00
SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE	EACH	\$ 57.00
CASCADE AIR SYSTEM PER EMPLOYEE	DAY	\$ 119.00
AIR FILTRATION PANAL	DAY	\$ 230.00
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE	DAY	\$ 100.00
RESPIRATOR AIRLINE 50' SECTION	EACH	\$ 20.50
RESPIRATOR CARTRIDGES	PAIR	\$ 40.00
LEVEL A SUIT- KAPPLER RESPONDER OR EQUAL	EACH	\$ 995.00
LEVEL B SUIT- KAPPLER RESPONDER OR EQUAL	EACH	\$ 610.00

TYVEK	EACH	\$ 7.95
PROSHIELD	EACH	\$ 12.60
SARANEX	EACH	\$ 23.80
ACID SUIT	EACH	\$ 144.00
RAIN SUIT	EACH	\$ 147.80
NEOPRENE GLOVES	PAIR	\$ 19.00
NITRILE GLOVES	PAIR	\$ 22.40
SILVERSHIELD GLOVES	PAIR	\$ 40.25
PVC GLOVES	PAIR	\$ 12.80
COTTON OR LATEX GLOVES	PAIR	\$ 3.20
LEATHER WORK GLOVES	PAIR	\$ 19.10
PVC BOOTS (HAZMAX)	PAIR	\$ 29.92
BOOT COVERS	PAIR	\$ 10.92
HEARING PROTECTION	PAIR	\$ 3.17
HIGH HAZARD PERSONNEL DECONTAMINATION	DAY	\$ 515.00
LOW HAZARD PERSONNEL DECONTAMINATION	DAY	\$ 280.00
PORTABLE EYEWASH STATION	DAY	\$ 56.00
FIRST AID STATION	DAY	\$ 30.50
PERSONNEL RETRIEVAL SYSTEM	DAY	\$ 450.00
PERSONNEL RETRIEVAL HARNESS	DAY	\$ 98.00
MONITORING/SAMPLING EQUIPMENT		
COMBUSTIBLE GAS INDICATOR	DAY	\$ 105.00
TOXIC GAS DETECTOR	DAY	\$ 95.00
PHOTOIONIZATION DETECTOR	DAY	\$ 160.00
HAZCAT KIT	DAY	\$ 80.00
DETECTOR TUBES	TEN PACK	\$ 80.00
PH PAPER	PACK	\$ 15.90
SPILL CLASSIFIER	STRIP	\$ 35.00
PERSONNEL AIR SAMPLING PUMP	DAY	\$ 65.00
ASBESTOS BULK SAMPLE	EACH	\$ 39.50
HAND AUGER STAINLESS STEEL	DAY	\$ 56.00
RECOVERY EQUIPMENT		
HAND OPERATED TRANSFER PUMP	DAY	\$ 1,000.00
1" DIAPHRAGM PUMP	DAY	\$ 1,600.00
2" DIAPHRAGM PUMP	DAY	\$ 2,150.00
2" DIAPHRAGM PUMP S. S.	DAY	\$ 3,100.00
3" DIAPHRAGM PUMP	DAY	\$ 2,800.00
1" SUCTION OR DISCHARGE HOSE	DAY	\$ 720.00
2" SUCTION OR DISCHARGE HOSE	DAY	\$ 950.00
3" SUCTION OR DISCHARGE HOSE	DAY	\$ 1,500.00
2" CHEMICAL SUCTION OR DISCHARGE HOSE	DAY	\$ 2,800.00
3" CHEMICAL SUCTION OR DISCHARGE HOSE	DAY	\$ 5,950.00
SMALL COMPRESSOR	DAY	\$ 950.00
185 CFM COMPRESSOR	DAY	\$ 590.00
AIRHOSE SECTION	DAY	\$ 310.00
MISCELLANEOUS EQUIPMENT		
SPIKE BAR	DAY	\$ 58.00
AIRLESS SPRAYER	DAY	\$ 170.00
PRESSURE WASHER	DAY	\$ 152.00
WATER HOSE SECTION (GARDEN)	EACH	\$ 73.00
CUTTING TORCH	DAY	\$ 105.00
WIRE WELDER	DAY	\$ 157.00
AIR BLOWER	DAY	\$ 90.00
HEPA VAC	DAY	\$ 145.00
BARREL CART	DAY	\$ 74.00

WHEELBARROW	DAY	\$ 63.00
OIL DRY SPREADER	DAY	\$ 73.00
TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC. (one crew)	DAY	\$ 335.00
DRILL WITH BITS	DAY	\$ 65.00
GROUNDING CABLE AND ROD	DAY	\$ 113.00
CIRCULAR SAW	DAY	\$ 85.00
HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.	DAY	\$ 90.00
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.	DAY	\$ 120.00
WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS	DAY	\$ 120.00
STEP LADDERS	DAY	\$ 65.00
EXTENSION LADDERS	DAY	\$ 90.00
PHOTOGRAPHIC EQUIPMENT	DAY	\$ 95.00
FLASHLIGHTS	EACH	\$ 25.00
HANDHELD RADIOS	DAY	\$ 325.00
MATERIALS/DISPOSABLES		
5" X 10' ABSORBENT BOOM- PETROLEUM	EACH	\$ 78.00
8" X 10' ABSORBENT BOOM- PETROLEUM	EACH	\$ 135.00
3" X 12' ABSORBENT BOOM- UNIVERSAL	EACH	\$ 48.00
ABSORBENT PADS BUNDLE- PETROLEUM	EACH	\$ 140.00
ABSORBENT PADS BUNDLE- UNIVERSAL	EACH	\$ 190.00
ABSORBENT CLAY BAG	EACH	\$ 15.00
OIL DRY	EACH	\$ 10.00
PEAT MOSS	EACH	\$ 16.00
VERMICULITE	EACH	\$ 25.00
SODA ASH BAG	EACH	\$ 15.00
4 MIL 20 X 100 POLYETHYLENE	EACH	\$ 63.00
6 MIL 20 X 100 POLYETHYLENE	ROLL	\$ 88.00
6 MIL BAGS	EACH	\$ 2.00
DUCT TAPE	ROLL	\$ 11.00
55-GALLON DRUMS	EACH	\$ 72.00
55-GALLON DRUM LINERS 10 MIL	EACH	\$ 55.00
FIBER DRUMS	EACH	\$ 45.00
30-GALLON OVERPACK	EACH	\$ 150.00
95-GALLON POLY OVERPACK	EACH	\$ 350.00
DOT HAZARDOUS WASTE LABELS	EACH	\$ 3.00
FIRE EXTINGUISHER	EACH	\$ 64.00
CAUTION/HAZARD TAPE	EACH	\$ 48.00
RESPIRATOR WIPES	EACH	\$ 4.00
KAPPLER TAPE	ROLL	\$ 72.00
High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4	per Month	\$ 7,400.00
High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6	per Month	\$ 11,025.00
High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8	per Month	\$ 15,425.00
High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12	per Month	\$ 19,350.00
Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch	per Month	\$ 1,160.00
Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch	per Month	\$ 1,440.00

Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch	per Month	\$ 1,840.00
Composite Quick Connect Suction Hose, 8 ft length, 20psi 126 inch	per Month	\$ 2,360.00
Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch	per Month	\$ 1,160.00
Quick Connect Discharge Hose, 50 ft length, 50psi 6 inch	per Month	\$ 1,320.00
Quick Connect Discharge Hose, 50 ft length, 50psi 8 inch	per Month	\$ 2,240.00
Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch	per Month	\$ 1,000.00
Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch	per Month	\$ 1,400.00
Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch	per Month	\$ 1,800.00
Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch	per Month	\$ 2,600.00

DRC Emergency Services, LLC
State of Oklahoma RFP 0900000378 Debris Removal Services
Generator Pricing Schedule

Equipment	KW	Hourly	Daily	Weekly	Monthly	Delivery/Set Up 1 time fee	Monthly Maintenance Price Per Month
Generator	up to 25	\$ 51.00	\$ 510.00	\$ 2,805.00	\$ 9,817.50	\$ 51.00	\$ 510.00
Generator	56	\$ 60.00	\$ 600.00	\$ 3,300.00	\$ 11,550.00	\$ 60.00	\$ 600.00
Generator	100	\$ 72.00	\$ 720.00	\$ 3,960.00	\$ 13,860.00	\$ 72.00	\$ 720.00
Generator	175	\$ 145.50	\$ 1,455.00	\$ 8,002.50	\$ 28,008.75	\$ 145.50	\$ 1,455.00
Generator	250	\$ 207.00	\$ 2,070.00	\$ 11,385.00	\$ 39,847.50	\$ 207.00	\$ 2,070.00
Generator	500	\$ 367.50	\$ 3,675.00	\$ 20,212.50	\$ 70,743.75	\$ 367.50	\$ 3,675.00
Generator	800	\$ 540.00	\$ 5,400.00	\$ 29,700.00	\$ 103,950.00	\$ 540.00	\$ 5,400.00
Generator	1000	\$ 696.00	\$ 6,960.00	\$ 38,280.00	\$ 133,980.00	\$ 696.00	\$ 6,960.00
Generator	1500	\$ 1,059.00	\$ 10,590.00	\$ 58,245.00	\$ 203,857.50	\$ 1,059.00	\$ 10,590.00

DRC Emergency Services, LLC

State of Oklahoma RFP 0900000378 Debris Removal Services

Logistical Services Fee Schedule

SATELLITE COMMUNICATIONS - The Proposer shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	
Rental of Equipment – Capability of calling nationwide from Oklahoma – no additional roaming or long distance charges	Per Unit	\$ 250.00	\$ 950.00	
Per Minute Charge for Usage	Per Minute	\$ 1.50		

TEMPORARY SANITARY/HOUSING FACILITIES - The Proposer shall furnish temporary sanitary facilities on a rental basis and service for maintenance. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
Portable Toilet Units	\$ 185.00	\$ 550.00	\$ 2,200.00	\$ 185.00
Portable Toilet Units (ADA accessible)	\$ 285.00	\$ 650.00	\$ 2,500.00	\$ 285.00
Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	\$ 175.00	\$ 500.00	\$ 1,700.00	\$ 175.00

Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	\$ 300.00	\$ 650.00	\$ 1,900.00	\$ 300.00
Shower/Rest Room Container Unit or Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned.	\$ 4,500.00	\$ 14,500.00	\$ 35,000.00	\$ 7,500.00
Shower Unit, Single, ADA accessible	\$ 4,000.00	\$ 12,500.00	\$ 33,500.00	\$ 3,400.00
Bunk House, Climate Controlled, minimum 6 people	\$ 6,000.00	\$ 28,500.00	\$ 95,000.00	
Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	\$ 5,000.00	\$ 26,500.00	\$ 94,000.00	
If required, licensed electrician will make all required connections.				
REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY - The Proposer shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Hourly Pricing Schedule.				
EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
Refrigeration Containers - 1 temperature setting (refrigerate or freeze) Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	53' - 3675 CF capacity - 15,000 lb capacity		\$ 5,500.00	\$ 20,000.00
Refrigeration Containers - Dual temperature settings (refrigerate and freeze)	53' - 3675 CF capacity -		\$ 6,000.00	\$ 22,000.00

Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	15,000 lb capacity		\$ 0,000.00	\$ 22,000.00
Reefer Container - normally a tractor trailer, fuel powered	53' - 3675 CF capacity -		\$ 6,000.00	\$ 22,000.00
Indicate minimum size of unit: 1) # feet long and Cubic Foot Capacity	15,000 lb capacity			
Bagged Ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE PER BAG	7 pound bag - varies by supplier	\$ 4.20		
Indicate # pounds per bag and #bags per pallet				
If required, licensed electrician will make all required connections.				
POTABLE WATER TRUCK AND DRINKING WATER - The Proposer shall furnish POTABLE WATER TRUCK equipment on a rental basis, maintenance and repair and bottled water. Labor for refilling trucks shall be compensated based on Hourly Pricing Schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services				
EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
Potable Water Tank	500 Gallon	\$ 1,250.00	\$ 6,000.00	\$ 24,000.00
State the minimum gallon capacity of unt proposed				
			MAXIMUM CEILING UNIT PRICE	
Refilling of Potable Water Tanks - PRICE PER GALLON			\$ 3.00	
Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle	16.9 Oz Bottles - 72 cases per pallet		\$ 12.49	
State the minimum ounce per bottle and number of bottles per pallet				

POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK WILL BE MANUAL

MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The Proposer shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

EQUIPMENT/LABOR DESCRIPTION		DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		\$ 1,500.00	\$ 10,500.00	\$ 42,000.00
Mechanic/Technician/ Price per man hour		\$ 750.00	\$ 5,250.00	\$ 21,000.00
Mobile Mechanic with truck and tools		\$ 850.00	\$ 5,950.00	\$ 23,800.00
Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			

Contractor shall have mechanics available at secure location. Roving mechanic with truck will be available as needed.

TEMPORARY SIGNAGE & TRAFFIC CONTROL - The Proposer shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
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Safety Cade Type II Barricades with flashing lights inclusive of maintenance and battery replacement	each	\$ 175.00	\$ 1,225.00	\$ 4,900.00
DOT Black Base 36" traffic cones with two (2) each reflective bands	each	\$ 80.00	\$ 560.00	\$ 2,240.00
Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each	\$ 150.00	\$ 1,050.00	\$ 4,200.00
A-Frame stands for 36" signs	each	\$ 100.00	\$ 700.00	\$ 2,800.00

CANTEEN, TENTS, FURNISHINGS - The Proposer shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Hourly Pricing Schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
Canopy, pole type or pop up without sides, 10' x 10'	each	\$ 500.00	\$ 500.00	\$ 2,000.00
Canopy, pole type or pop up without sides, 20' x 20'	each	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00
Canopy, pole type or pop up without sides, 30' x 30'	each	\$ 6,000.00	\$ 6,000.00	\$ 24,000.00
Tent, pole type or pop up with sides, 15 x 15	each	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Tent, pole type or pop up with sides, 20 x 20	each	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00
Tent, pole type or pop up with sides, 20 x 40	each	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00
Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit	\$ 12,500.00	\$ 25,000.00	\$ 50,000.00

Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit	\$ 19,500.00	\$ 39,000.00	\$ 78,000.00
Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit	\$ 35,000.00	\$ 70,000.00	\$ 140,000.00
Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit	\$ 45,000.00	\$ 90,000.00	\$ 180,000.00
Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each	\$ 5,000.00	\$ 10,000.00	\$ 20,000.00
Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each	\$ 4,500.00	\$ 9,000.00	\$ 18,000.00
Contractor not responsible for sitework or leveling of site. Price does not include bringing in gas, power, water to City provided site				

PORTABLE LIGHTING - The Proposer shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services

EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
Portable Power Light Towers with the following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 – 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the lights	EACH	\$ 1,000.00	\$ 5,000.00	\$ 12,500.00

Generator for light tower will be provided



CONTRACT

State of Oklahoma

DUPLICATE

Dispatch via Print

Supplier 0000495065
 DRC EMERGENCY SERVICES LLC
 110 VETERANS MEMORIAL BLVD
 METAIRIE LA 70005
 USA

Contract ID 0000000000000000000000005639			Page 1 of 2	
Contract Dates 09/24/2019 to 09/23/2020		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0835D - Debris Removal Serv			Contract Maximum 0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	72141504 / Timber removal services See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
2	76131600 / Household hazardous waste removal See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
3	72141503 / Rock removal services See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
4	72141510 / Demo Services and cleanup See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
5	76121604 / Dead animal disposal services See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
6	76121600 / Nonhazardous waste disposal See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
7	76121506 / Abandoned vehicle disposal service See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

DUPLICATE

Dispatch via Print

Supplier 0000495065
 DRC EMERGENCY SERVICES LLC
 110 VETERANS MEMORIAL BLVD
 METAIRIE LA 70005
 USA

Contract ID			Page	
0000000000000000000000005639			2 of 2	
Contract Dates		Currency	Rate Type	Rate Date
09/24/2019 to 09/23/2020		USD	CRRNT	PO Date
Description:			Contract Maximum	
SW0835D - Debris Removal Serv			0.00	
Allow Open Item Reference				
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
8	72141700 / Equipment rental See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA	0001	
9	76122000 / Landfill services See pricing for details	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA	0001	
10	80101600 / Project management personnel	HR	0.00	0.00	0.00	0.00

COMMENTS:

SW0835D Debris Removal Services

Contract Period: 09/24/2019 - 09/23/2020
 Agreement Period: 09/24/2019 - 09/23/2024

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



DEBRISTECH

REQUEST FOR PROPOSALS DISASTER DEBRIS MONITORING SERVICES

Thursday, April 20, 2023

CITY OF SHAWNEE, OKLAHOMA

Prepared by:
DebrisTech, LLC
923 Goodyear Blvd
Picayune, MS 39466

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.
www.DebrisTech.com



April 20, 2023

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812

**RE: Request for Proposals for
Disaster Debris Monitoring Services**

To the Selection Committee Members of
the City of Shawnee,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

RECENT, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Ian (2022), Kentucky Tornadoes (2021), Oklahoma Ice Storms (2020), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's



ADMS is structured so that data is entered once and populates all required documents needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, pictures are taken of every load coming in and out of dump sites, these pictures are available but not required by FEMA. Other unique features are located in the **Industry-Leading Reports** section.

SIMPLE, COMPETITIVE PRICING: DebrisTech's pricing structure is simple and straightforward. Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to clients.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible by our clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,



Brooks R. Wallace, P.E.
Founder and Managing Principal



DEBRISTECH e-Ticket 001206810

Truck Num: 00009113

Project: December 2021 Tornado Debris Removal Sub: County Waste

Prime: Ashbriitt Owner: County waste

Contract: Road: Debris Type: C & D

Zone: Dawson Springs CS-2011

Transit Time 14:32 Haul(d)* 6.2 Haul(r)* 8.4

Load Info		Measurement Info		Disposal Info	
Time	Date	Time	Date	Time	Date
16:30:28	3/15/22	7:02:36	3/16/22	7:25:23	3/16/22
Loc: 37.1683, -87.6956		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5828	
Site ID: RIAFDS		Site ID: RIAFDS		Site ID: RIAFDS	
Mon: Joseph James Gray		Mon: Jacob Michael Todd		Mon: CHRISTOPHER ALLEN	

Capacity (CY): 75
Pay (CY): 55.5

www.DebrisTech.com *direct, route in miles, Truck Route Distance Provided by ArcGIS.com



DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. [Click this link](#) or scan the QR code to see sample **DT360** footage from the City of Little Rock.







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A. Qualifications of the Firm



DEBRISTECH



EXECUTIVE SUMMARY

Organization Profile

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System has provided real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real-time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations.

Our system can also provide agencies such as FEMA or the Inspector General real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*. DebrisTech takes pride in cultivating personal, lasting relationships with our clients. DebrisTech is committed to providing the attention and service that is second to none. Our trained professionals have extensive experience in the areas of:



RESPONSE



PROCUREMENT



OPERATION



PLANNING



CONTRACT MANAGEMENT



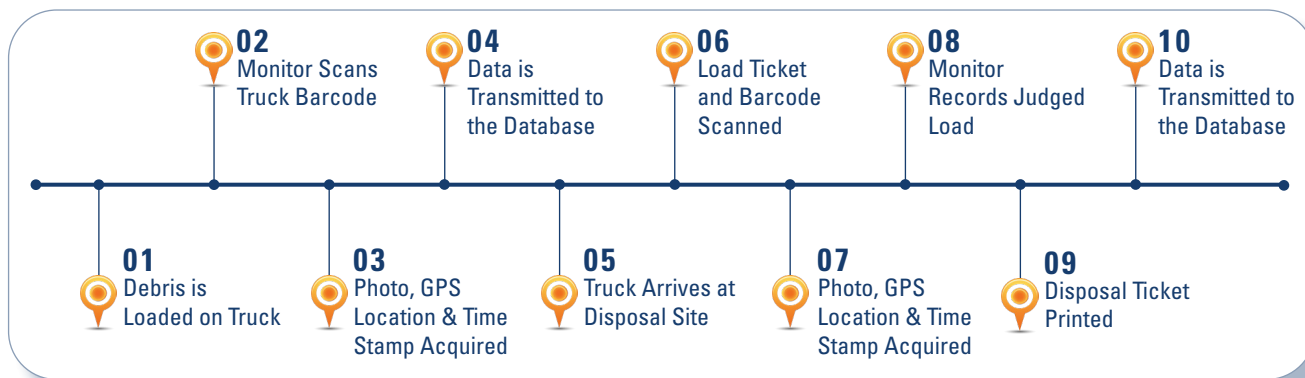
ACCOUNTING SYSTEMS



AUTOMATED SYSTEM

AUTOMATED DEBRIS MANAGEMENT SYSTEM

The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech database. Debris removal monitors, equipped with our tracking devices, keep a bullet-proof digital record from cradle-to-grave. DebrisTech's ADMS data allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. DebrisTech's system can also provide agencies, such as FEMA or the Inspector General, real-time access to this data. This access allows auditors to begin their task early, meaning *quicker reimbursement and recovery*.



DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*. Costs

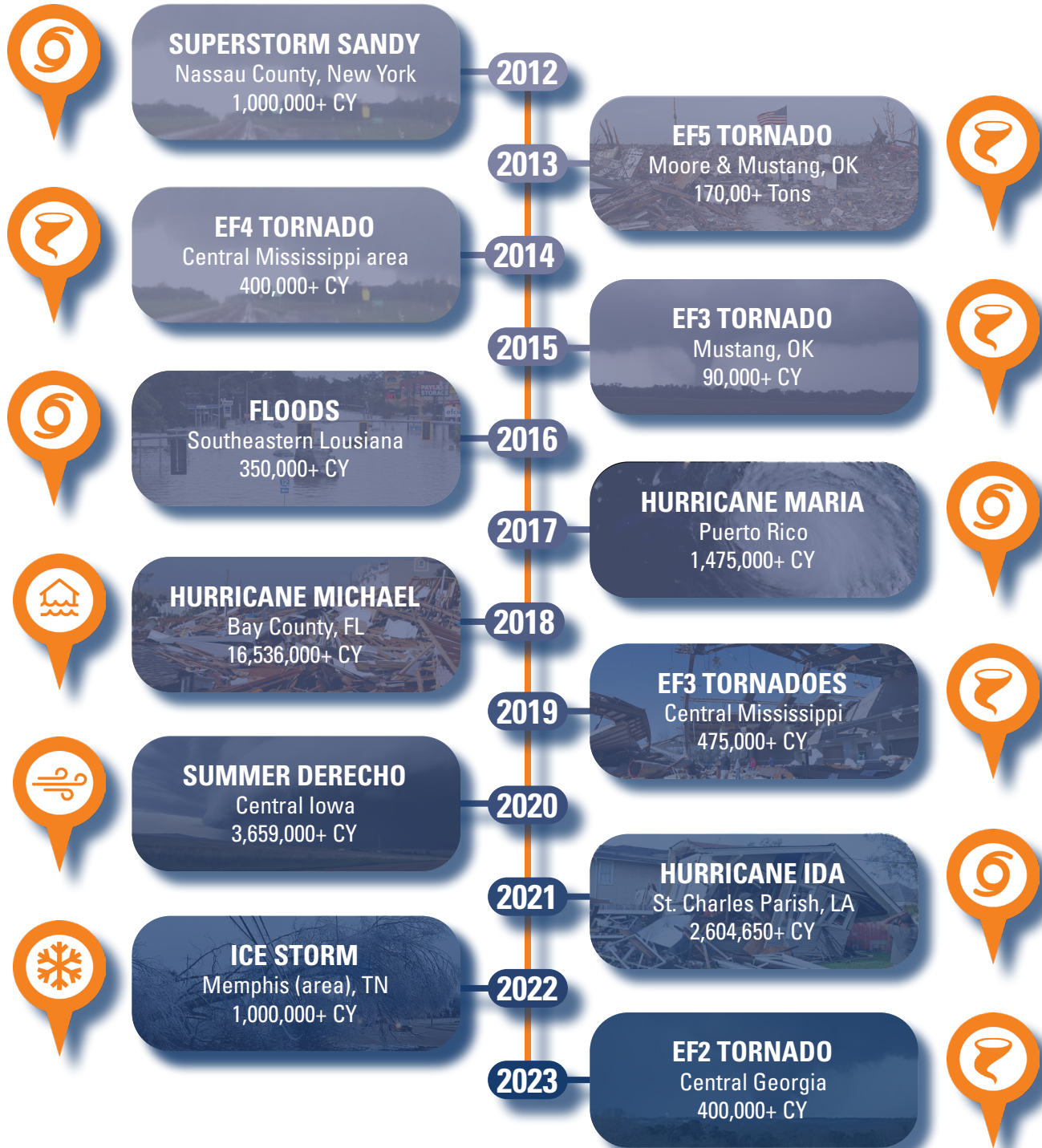
associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. [Click this link](#) or scan the QR code to see sample **DT360** footage.





DEBRIS HIGHLIGHTS

Our DebrisTech team has responded to federally declared disasters across the United States and has monitored **over 50 million cubic yards** of debris. Some of our many projects are highlighted below:





LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICESTORM (DR-4637-TN)	City of Memphis, TN	1,000,681	2022
HURRICANE IDA (DR-4611-LA)	St. Charles Parish, LA	1,679,829	2021
DERECHO (DR-4557-IA)	City of Cedar Rapids, IA	4,618,442	2020
DERECHO (DR-4557-IA)	City of Marion, IA	1,114,546	2020
HURRICANE MICHAEL (DR-4399-FL)	City of Panama City, FL	5,843,262	2018
HURRICANE MICHAEL (DR-4399-FL)	Bay County, FL	10,442,409	2017
HURRICANE MARIA (DR-4339-PR)	Department of Transportation and Public Works, Puerto Rico	1,475,332	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled clients and contracts. DebrisTech currently holds contracts with:



Mississippi Emergency
Management Agency



Association of County
Commissions of Alabama



North Carolina Department
of Public Safety



Florida Division of
Emergency Management



Puerto Rico Department of
Transportation and Public Works



FEMA REIMBURSEMENT

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

FEMA Compliance

DebrisTech monitors the debris removal process from site loading to disposal with electronic tracking ensuring FEMA compliance. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.



Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invoice with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.



CLIENT REFERENCES

Client: **City of Memphis, TN**

Debris Quantity: 1,000,000 + CY

Contact: **Philip Davis**, Deputy Director of Solid Waste

Contact Info: 901-576-6872, philip.davis@memphistn.gov

125 N. Main St #628, Memphis TN 38103

Description: Debris monitoring of debris removal, hazardous tree removal, and Right-of-Entry program.

Client: **St. Charles Parish, LA**

Debris Quantity: 1,700,000 + CY

Contact: **Chandra Sampey**, Contract Monitoring Specialist

Contact Info: 985-783-5012, csampey@stcharlesgov.net

15045 River Road, Hahnville, LA 70057

Description: Debris monitoring of debris removal, hazardous tree removal, and Right-of-Entry program.

Client: **City of Marion, IA**

Debris Quantity: 1,100,000 + CY

Contact: **Ryan Miller**, Public Services Director

Contact Info: 319-377-6367, ryan.miller@cityofmarion.org

195 35th Street, Marion, IA 52302

Description: Debris monitoring of debris removal, hazardous tree removal, and Right-of-Entry program.



The entire staff of DebrisTech was professional and trained properly in the reporting techniques required by FEMA. The DebrisTech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. We had a very positive experience with DebrisTech and we highly recommend their services.

*~ Leon Grant, Director of Public Works
City of Neptune Beach, FL*



I am very pleased to say that DebrisTech is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies. Prior to this contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

*~Dennis R. Dupries, Construction Project Manager
City of Jacksonville Beach, FL*



COMMENDATION LETTER



ASHLAND - BOYD COUNTY - CATLETTSBURG OFFICE OF EMERGENCY MANAGEMENT

2039 MAIN STREET W. ASHLAND, KY 41102

OFFICE (606) 393-1801 FAX (606) 739-0025

www.boydcoem.net

TIM ENGLAND

EXECUTIVE DIRECTOR

HAROLD HOLLEY

CHIEF DEPUTY DIRECTOR - OPERATIONS

JASON QUEEN

FEMA COORDINATOR

GREGORY PRIDDY

DEPUTY DIRECTOR - ADMINISTRATION

June 14, 2021

To Whom It May Concern:

Re: Debris Tech

The Boyd County Fiscal Court appreciates the efforts of Debris Tech in assisting our county with the clean-up tasking in the aftermath of the 2021 Ice Storm that significantly impacted Eastern Kentucky. It is without reservation that I am writing this letter of recommendation on behalf of the residents of Boyd County, Kentucky.

The personnel of Debris Tech were extremely professional as well as specifically trained in the utilization of the reporting techniques required by FEMA for this type of incident. Debris Tech staff worked closely with our debris removal team, thereby ensuring that the removal and reporting process maximized efficiencies to the complete removal of all storm debris. The data that was assimilated by Debris Tech was extrapolated utilizing methodologies that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please feel free to reach out to me if you have any questions regarding the extremely proficient services that Debris Tech provided the Boyd County Fiscal Court during this incident.

Respectfully,

Jason Queen
FEMA Coordinator

C/C: Eric Chaney, County Judge Executive
Tim England, EM Executive Director
file



COMMENDATION LETTER

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner



Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners

P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell

Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343



COMMENDATION LETTER

City of Mustang

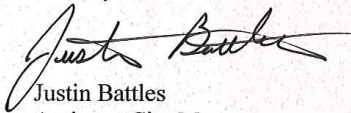
Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Debris Tech,

The City of Mustang could not be any more pleased with the monitoring services we have received from Debris Tech. Their attention to detail and ability to provide data in real time has assisted the City of Mustang in providing accurate information for reports as well as providing it to our citizens. Debris Tech is second to none in their customer service and we appreciate their efforts in delivering a quality product to the City of Mustang.

Thank you,



Justin Battles
Assistant City Manager
City of Mustang, OK



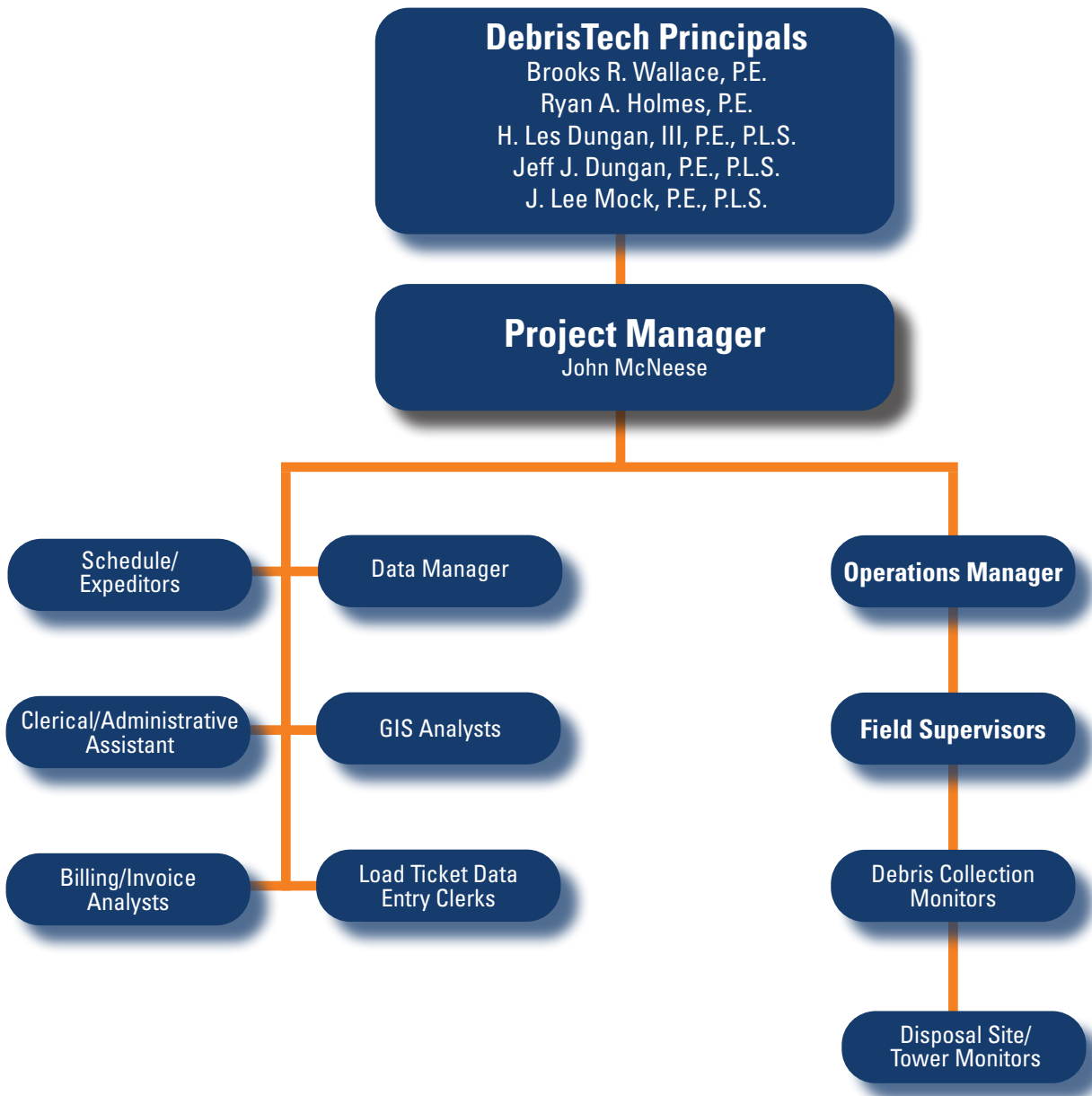
B. Qualifications of the Staff



DEBRISTECH



ORGANIZATIONAL STRUCTURE



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per ten Monitors.



BROOKS WALLACE, P.E., President

brooks@debristech.com



Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA

and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. In addition to the DebrisTech Automated Debris Management System, Mr. Wallace custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies. Additionally, Mr. Wallace custom-designed the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.



Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2023 DR-4685-GA Tornadoes

2023 DR-4685-AL Tornadoes

2022 EM-3587-FL Tropical Storm Nicole

2022 DR-4673-FL Hurricane Ian

2022 DR-4671-PR Hurricane Fiona

2022 DR-4663-KY Floods

2022 DR-4645-TN Winter Storms

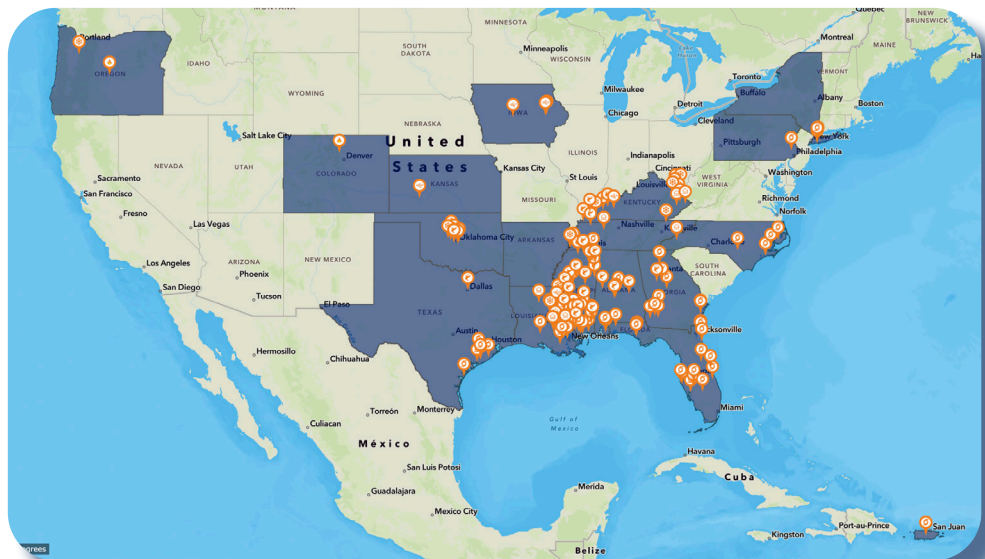
2022 DR-4637-TN Straight-Line Winds

2021 DR-4634-CO Wildfires

BROOKS WALLACE, P.E., President

2021 DR-4630-KY Tornadoes
 2021 DR-4626-MS Hurricane Ida
 2021 DR-4618-PA Hurricane Ida
 2021 DR-4611-LA Hurricane Ida
 2021 DR-4609-TN Floods
 2021 DR-4617-NC Floods
 2021 DR-4595-KY Ice Storm
 2021 DR-4598-MS Ice Storm
 2020 DR-4579-GA Hurricane Zeta
 2020 DR-4576-MS Hurricane Zeta
 2020 DR-4575-OK Ice Storm
 2020 DR-4573-AL Hurricane Zeta
 2020 EM-3549-LA Hurricane Zeta
 2020 DR-4570-LA Hurricane Delta
 2020 DR-4563-AL Hurricane Sally
 2020 DR-4564-FL Hurricane Sally
 2020 DR-4562-OR Wildfires
 2020 DR-4572-TX Hurricane Laura
 2020 DR-4559-LA Hurricane Laura
 2020 DR-4557-IA Derecho
 2020 EM-3530-TX Hurricane Hanna
 2020 DR-4550-TN Tornadoes
 2020 DR-4551-MS Tornadoes
 2020 DR-4536-MS Tornadoes
 2020 DR-4528-MS COVID-19
 2019 DR-4470-MS Straight-Line Winds
 2019 DR-4471-TN Straight-Line Winds
 2019 DR-4465-NC Hurricane Dorian
 2019 DR-4439-OK Tornadoes
 2019 DR-4450-MS Tornadoes

2019 DR-4429-MS Tornadoes
 2018 DR-4406-GA Hurricane Michael
 2018 DR-4400-GA Hurricane Michael
 2018 DR-4339-FL Hurricane Michael
 2018 DR-4393-NC Hurricane Florence
 2017 DR-4339-PR Hurricane Maria
 2017 DR-4338-GA Hurricane Irma
 2017 DR-4337-FL Hurricane Irma
 2017 DR-4332-TX Hurricane Harvey
 2017 DR-4320-TN Straight-Line Winds
 2017 DR-4314-MS Straight-Line Winds
 2017 DR-4295-MS Tornadoes
 2017 DR-4303-KS Winter Storm
 2016 DR-4284-GA Hurricane Matthew
 2016 DR-4283-FL Hurricane Matthew
 2016 DR-4277-LA Floods
 2016 DR-4263-LA Floods
 2016 DR-4248-MS Tornadoes
 2015 DR-4222-OK Tornadoes
 2014 DR-4175-MS Tornadoes
 2013 DR-4117-OK Tornadoes





H. LES DUNGAN, III, P.E., P.L.S., Principal

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has over 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for over 20 years. He has also served as County Engineer for Pearl River County since 2007.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation. As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

RYAN HOLMES, P.E., Principal

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 12 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



JEFF J. DUNGAN, P.E., P.L.S., Principal

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports. With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1993 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

J. LEE MOCK, P.E., P.L.S., Principal

lee@dunganeng.com

Mr. Mock has 20+ years of experience in the field of civil engineering. With a natural bent for precision, a keen attention to detail, and driven to work with both efficiency and excellence, Mr. Mock embodies the company-wide commitment to solving problems and creating solutions for every project and every client.

Mr. Mock has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina and Issac.

As a civil engineer, Mr. Mock has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement and dam rehabilitation to water and wastewater treatment plant designs.

With DebrisTech, Mr. Mock hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Experience

DebrisTech, LLC

Principal & Owner - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 1994 - Present

Education

Mississippi State University

Bachelor of Science, Civil Engineering

University of Mississippi

Bachelor of Business Administration

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4557-IA Iowa Severe Storms - Derecho

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

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2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



JOHN MCNEESE, Regional Manager

jmcneese@debristech.com

John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC

Project Manager - 2012 - Present

Wallace Environmental

Project Manager - 2010-2011

TL Wallace Construction

2010 - Project Manager

Holiday Construction

Project Manager - Equipment Operator - 2005-2006

Education

University of Mississippi

Bachelor of Science, University Studies

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4557-IA Iowa Severe Storms - Derecho

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

DENNIS CRUTHIRDS, Regional Manager

dennis@debristech.com

Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently overseeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2012 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Dungan Engineering, P.A.

CMT Lab Manager - CMT Inspector - 2007 - 2018

Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified

IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS-00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS-00720, IS-00775, IS-00801, IS-00802, IS-00804, IS-00808, IS-00809, IS-00810, IS-00811, IS-00813, IS-00003, IS-00005.a, IS-00008.a, IS-00011.a, IS-00015.b, IS-00101.c, IS-00102.c, IS-00103, IS-00405, IS-00906, IS-00907, IS-00908, IS-00909, IS-00912, IS-00914

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian



TYLER WILLIAMSON, Regional Manager

twilliamson@debristech.com

Tyler Williamson is a Regional Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC

Project Manager - Operations Manager - 2015 - Present

Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi

Bachelor of Science in Business Administration,
Managerial Finance

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

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2020 DR-4557-IA Iowa Severe Storms - Derecho

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2020 EM-3527 Louisiana Tropical Storm Cristobal

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

BUCK DICKINSON, Public Assistance

bdickinson@debristech.com

Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC

Public Assistance Director - 2022 - Present

Florida Division of Emergency Management

State Public Assistance Officer - 2019 - 2022

Programmatic Review Team Lead - 2018 - 2019

Public Assistance Coordinator - 2007 - 2010

Wheeler EMC

Emergency Management Consultant - 2016 - 2018

ER Asisst

Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Florida Lead Scheduler - 2010 - 2012

Education

Florida State University

Bachelor of Science, Political Studies

Grant Experience

4486 – FL – COVID Pandemic (2020)

4468 – FL – Hurricane Dorian (2019)

4337 – FL – Hurricane Irma (2018)

4283 – FL – Hurricane Matthew (2017)

4280 – FL – Hurricane Hermine (2016)

4205 - MS - Tornado (2014)

4177 - FL - Severe Storms (2014)

4138 - FL - Severe Storms (2013)

4068 - FL - TS Debby (2012)

4084 - FL - Hurricane Isaac (2012 - 2012)

BP Oil Spill (2010 - 2010)

1840 - FL - 2009 Northeast Florida (2009)

1831 - FL - North Florida Flooding (2009)

3293 - FL - Hurricane Ike (2008)

1785 - FL - Tropical Storm Fay (2008)

3288 - FL - Tropical Storm Fay (2008)

1806 - FL - Hurricane Gustav (2008)

1679 - FL - Severe Storms (2007)

1604 - MS - Hurricane Katrina (2005)

1609 - FL - Hurricane Wilma (2005)

1602 - FL - Hurricane Katrina (2005)

1595 - FL - Hurricane Dennis (2005)

1551 - FL - Hurricane Ivan (2004)

1545 - FL - Hurricane Frances (2004)

1539 - FL - Hurricane Charley (2004)

1561 - FL - Hurricane Jeanne (2004)

Professional Certifications

Advanced Professional Series in Emergency Management

Professional Development Series in Emergency Management

50+ FEMA Courses



DANIEL BAXTER, C.P.A., Chief Financial Officer

dbaxter@debristech.com

Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over \$100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery needs. Utilizing past experience and ever developing skills make him a valuable part of DebrisTech.

Experience

DebrisTech, LLC

Chief Financial Officer - 2022 - present

Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP

Junior Fellow-Library of Congress

Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi

Master of Accountancy and Data Analytics

Bachelor of Accountancy, University of Mississippi

TN – CPA License #28200 (August 2021 – Present)

MS – CPA License #R8152 (September 2021 – Present)

Debris Monitoring Projects in Process

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

CINDY CARTER, Senior Data Analyst

cindy@debristech.com

Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects include Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisiana. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC

Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi

Bachelor of Science, Criminal Justice

Disasters Worked

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021 DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms



C. Technical Approach



DEBRISTECH



PROJECT APPROACH

Understanding Project Approach

DebrisTech understands that the Client requires disaster debris monitoring services to support the oversight and management of debris removal contractors. DebrisTech shall be prepared to provide a range of services, including field monitoring and other services as needed and ordered.

The Client requires the experience and support of DebrisTech's Debris Removal Monitoring Management Team following a natural disaster. DebrisTech will provide services which may include:

1. Coordinate daily briefings, work progress, staffing, and key items with local officials.
2. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, training, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
6. Assisting local officials with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Furnishing and operating an automated/electronic (paperless) debris tracking system.
9. Develop daily operational reports to keep the client informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the client for processing.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by local staff and designated debris removal contractors.



LOAD SITE MONITORING

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor.

Major increases to the debris. monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12–14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.



DEBRIS SITE MONITORING

- 2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.
- 2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.
- 2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 2.6. Supervisors and all identified Loading Site Monitors will attend a day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.
- 2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.
- 2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.
- 2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

- 3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.
- 3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS
- 3.3. The primary function of the Debris Management Site Monitors is to complete the documentation



FIELD SUPERVISORS

of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

- 3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.
- 3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.
- 3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- 3.7. Supervisors and all identified Debris Management Site Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.
- 3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

- 4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.
- 4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.
- 4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.
- 4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.
- 4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.
- 4.6. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.
- 4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.



OPERATIONS MANAGER

4.8. Field Supervisors and all identified Debris Monitors will attend a 1/2 day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manger determine wether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.



OPERATIONAL SAFETY

8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

8.3. PPE

8.3.1.Hard Hat

8.3.2.High Vis Safety Vest

8.3.3.Safety Glasses

8.3.4.Cell Phone

8.3.5.Recommend Clothing

8.3.6.Long Pants

8.3.7.Collared Shirt

8.3.8.Close Toed Shoe



DebrisTech, LLC has established administrative policies for the reduction and prevention of on-the-job accidents and illnesses, and the protection of the environment. These policies are to be used as a foundation for establishing safety and environmental health programs for DebrisTech, LLC employees. DebrisTech believes that the health and safety of employees are of the greatest importance.

It is DebrisTech's health and safety policy that no job is so important and no service so urgent, that we cannot take time to perform our work safely, and in an environmentally conscientious manner. DebrisTech, LLC will conduct its operation in compliance with all applicable regulation to protect: employees, clients, sub consultants, the community, natural resources, and the environment.

The purpose of DebrisTech's health and safety program is to:

- Provide employees with a safe and healthy work environment
- Develop a safety awareness among employees and others engaged in work for DebrisTech that accidents (personal injuries and property damage) and occupational illnesses will be reduced to a minimum
- Identify and control safety, public health, and environmental hazards associated with their operations
- Work constructively with government agencies and others to develop and implement laws, regulations, and standards to protect public health, safety, and the environment.

Employees should realize the following goals through the health and safety policy:



SAFETY

- The development of an ongoing safety consciousness among all member of DebrisTech.
- A reduction in occupational injuries and illnesses and the associated loss of productivity.

Safety Principles

The success of DebrisTech's health and safety effort depends on:

- Acceptance of the concept that all serious injuries can be prevented
- Supervisors assuming responsibility for preventing occupational injuries and illnesses, and
- All employees participate in health and safety training programs and recognize that working safely is to everyone's advantage

Project Managers and Operations Managers

Managers are responsible for being knowledgeable of and implementing applicable policies and directives and taking other action, as required, to ensure that the personnel and operations they supervise comply with applicable requirements. This includes taking positive action to determine and reduce to as low as reasonably achievable, the accidents and incidents associated with their operations, informing employees of the safety hazards associated with their work, instructing employees in safe work methods, keeping the individual performing the specific tasks apprised of the most recent procedure and trained in its implementation, and enduring that they perform their work according to requirements. Managers have the primary responsibility for operations in the field and for taking the necessary measures to make certain that survey field activities comply with established safety requirements and shall ensure that field crews:

- Use proper safety gear
- Ensure that field crews take precautions against heat-related illnesses and keep hydrated

All DebrisTech employees have an individual responsibility to:

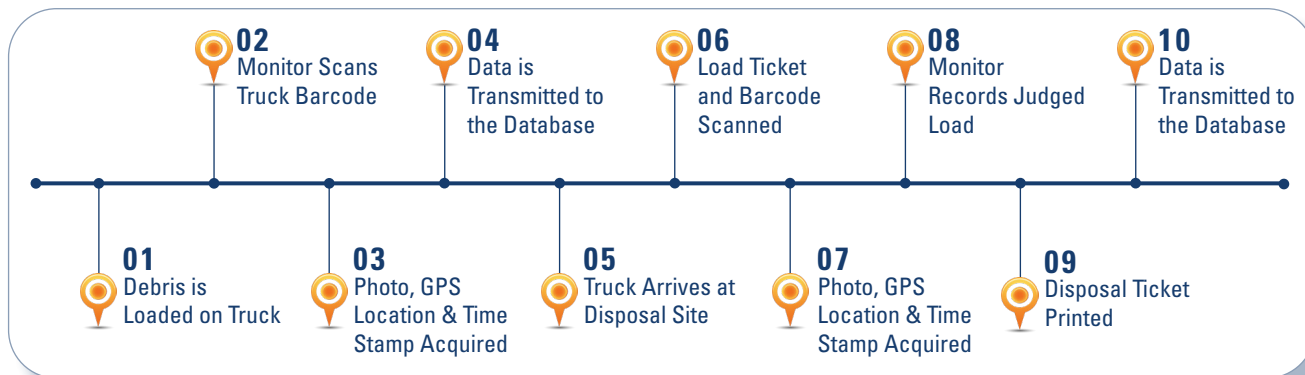
- Know and follow all health and safety rules, policies, and procedures for the area in which they are working
- Maintain a safe work environment
- Use good judgment
- Report to their supervisor immediately all
 - unsafe conditions, accidents, and
 - work-related injuries and illnesses (every occupational accident or injury) must be reported immediately using the DebrisTech's Accident Report.



AUTOMATED SYSTEM

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS. The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over 125 contract activations for the services described in the RFP.



Real-Time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



SCALABILITY

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.



GEO-FENCING

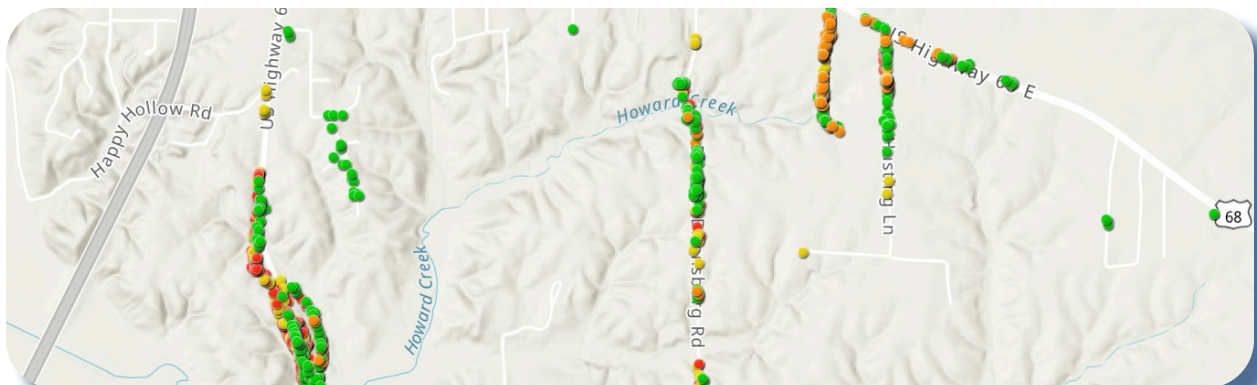
Paper Not Necessary

The DebrisTech Automated Debris Management System is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

The DebrisTech Automated Debris Management System provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

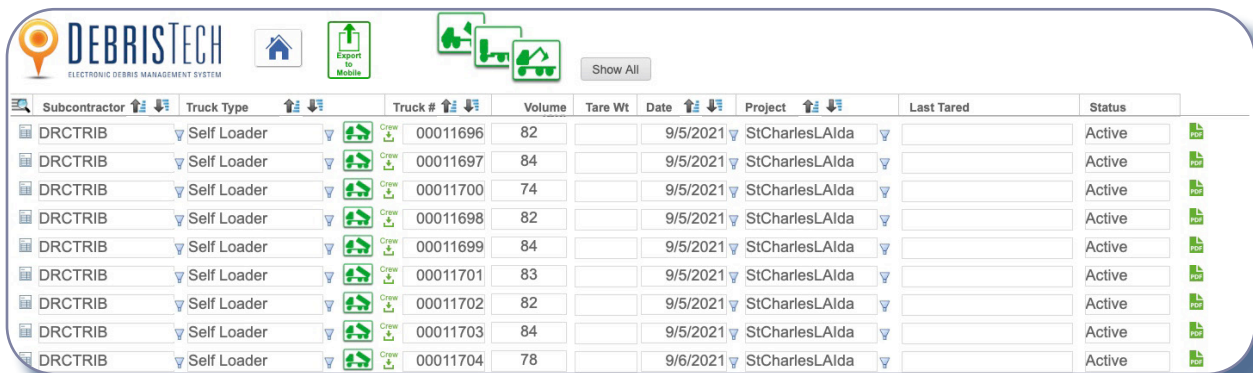




MOBILIZATION

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.



Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRIB	Self Loader	00011696	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011697	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011700	74		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011698	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011699	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011701	83		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011702	82		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011703	84		9/5/2021	StCharlesLAlda		Active
DRCTRIB	Self Loader	00011704	78		9/6/2021	StCharlesLAlda		Active

Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point to meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s)



VEHICLE REGISTRATION

for hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project.

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Project: StCharlesLAlda

Quick Reports: Today, This Week, This Month

Custom Date: 02/01/2021 through 03/23/2022

Filter by: Type All, Truck All, Sub All

Search for Ticket: []

View Map: []

Ticket	Debris Type	Truck #	% Full	Volume	Weight	Load / Meas. / Disposal	Dump	SubCont	Transit	Direct - Miles -	Pickup Address
000828929	C & D	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000828930	Vegetative	00001234				9/1/21				-17712	2 Judge Edward Dufresne
000876250	Vegetative	00011702	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTIB	1:14	289 Lorraine St
001093739	Vegetative	00011696	70	57.4		9/5/21	9/5/21	BAYDMS	DRCTIB	0:51	456 Killona Dr
001093740	Vegetative	00011697	65	54.6						0:49	442 Killona Dr
000876702	Vegetative	00011703	80	67.2						0:54	301 Amie St
000832930	Vegetative	00011698	80	65.6						0:33	222 Lorraine St
000832931	Vegetative	00011699	75	63.0						0:32	235 Lorraine St
000876703	Vegetative	00011702	75	61.5						0:39	154 Ormond Blvd
000876704	Vegetative	00011698	80	65.6						0:23	285 Ormond Blvd
001093749	Vegetative	00011696	80	65.6						0:31	572 Killona Dr
000876705	Vegetative	00011698	50	41.0						0:28	Hermitage Dr
000876706	Vegetative	00011699	50	42.0						0:26	384 Ormond Blvd
000832826	Vegetative	00011702	75	61.5						0:24	240 Ormond Blvd
001093744	Vegetative	00011696	75	61.5						0:40	220 Ormond Blvd
000832932	Vegetative	00011700	95	70.3						0:30	21 Oak Aly
000832827	Vegetative	00011703	50	42.0						0:22	232 Ormond Blvd
001093745	Vegetative	00011697	65	54.6						0:18	199 Ormond Blvd
000876707	Vegetative	00011698	85	69.7						0:28	22 Hermitage Dr
000876708	Vegetative	00011699	75	63.0						0:25	20 Hermitage Dr
000832829	Vegetative	00011702	45	36.9						0:33	240 Ormond Blvd
001093737	Vegetative	00011696	65	53.3						0:29	221 Ormond Blvd
001093738	Vegetative	00011697	55	46.2						0:28	214 Ormond Blvd
000832830	Vegetative	00011703	60	50.4						0:24	230 Ormond Blvd
000832933	Vegetative	00011700	80	59.2						0:18	21 Oak Aly
000876709	Vegetative	00011698	75	61.5						0:26	22 Hermitage Dr
000876710	Vegetative	00011699	85	71.4						0:23	20 Hermitage Dr

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government
Truck Number 00012517

Current

Truck Owner: Marriot
Truck Tag State: LA, Truck Tag Number: 757aa096
Trailer Tag State: LA, Trailer Tag Number: 7637
Owner Truck No: 7637

Truck Type: Self Loader
Sub Code: DRCMARR
Capacity (CY): 78

Diagram Dimensions:
50.15", 265.5", 73", 16.97", 20", 85", 78", 316.5", 63", 34.5"

78 CY
102" Width

Bed Hoist (Inches)
L1: L2:
W: H:
End Radius (Inches)
R: H:
Bottom Radius (Inches)
R: L:

Measured By: Dalton Daniel Outbirds
Date Measured: 9/27/2021 1:33:56
www.DebrisTech.com



PROJECT SCHEDULE

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We act as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS you have 24/7 access to the database that provides real-time updates on the progress of the cleanup. Below is a graphic that summarizes the activities that will take place over the duration of the project:





AVAILABLE RESOURCES

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 10,000 monitors across more than 125 contract activations in the last 12 years. Every DebrisTech manager and associate understands our primary role is to thoroughly document the removal of eligible storm debris in a concerted effort to maximize the reimbursement of funds from FEMA.

Since 2010, our team has served every level of government in response to *more than 25 federally declared disasters* across the country and has never had a contract terminated for failure to perform. All of our clients have received the data required for reimbursement for all eligible work performed.

In the past two years alone, DebrisTech was responsible for the documentation and monitoring of the removal of tens of millions of cubic yards of eligible storm-generated debris for over 80 projects. This debris was documented from cradle-to-grave to provide a clear record of the proper removal and disposal. Our experience in handling multiple projects simultaneously across several states gives us confidence that we will successfully fulfill any needs the Client has for our services.

Deployable Equipment

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1,000 devices, 400 ready to be deployed.



DEPLOYABLE EQUIPMENT

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met within the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed at any time. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meet the needs of multiple clients simultaneously.

Available Equipment and Readily Available Equipment:

Project Managers	12
ADMS Devices	1,000
TDMS Cases	60
Time and Material Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

**All paper Field Documents are replenished as needed. DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.*

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project.

Since our founding we have never had a contract terminated for failure to fulfill. DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications.



INDUSTRY- LEADING REPORTS

DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary software.

At NO additional cost, DebrisTech will customize reports to fit the needs of clients. This level of customer service is one of the reasons DebrisTech is an industry leader in debris monitoring. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential clients, which is best accomplished with an in-person presentation.**

SAMPLE REPORT - TRUCK CERT.

DebrisTech measures and certifies every truck and trailer utilized for hauling in a debris removal project.



Truck Certification Form

Hurricane Ida Debris Removal
St. Charles Parish Government

Current

Truck Number 00012517

Unique DebrisTech code for FEMA/invoicing purposes

Truck Owner: Marriot

Truck Type: Self Loader

Truck Tag State: IL Truck Tag Number: 757aa095

Sub Code: DRCMARR

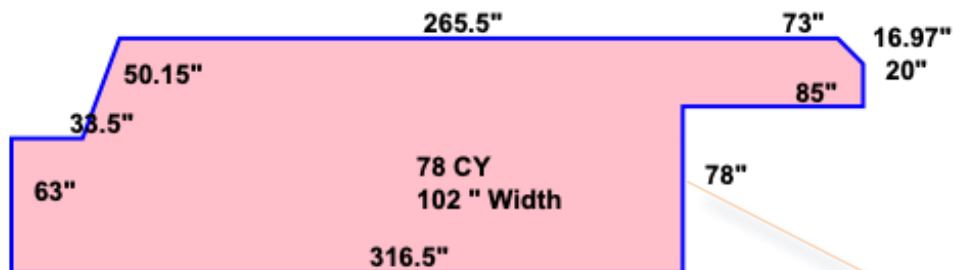
Trailer Tag State: Trailer Tag Number:

Capacity (CY): 78

Owner Truck No: 7637

Contractor ID
Number

Total truck capacity



Exact Trailer
Dimensions



Bed Hoist (Inches)

L1: L2:

W: H:

End Radius (Inches)

R: H:

Bottom Radius (Inches)

R: L:

Measured By: Dalton Daniel Cruthirds

Date Measured: 9/27/2021 1:31:55

www.DebriTech.com



SAMPLE REPORT - HANGER TICKET

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/Leaner ticket: **1).** Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements



e-Ticket

February 2022 Ice Storm Debris Removal

Ticket: 501332501

Truck: 00013788

City of
Memphis

Prime Contractor:

Michaels Tree And Loader Services

Truck Owner:

HDR

Monitoring Firm:

DebrisTech, LLC

Timestamp: 4/10/2022 7:06:35 AM

Debris Type: Hanger

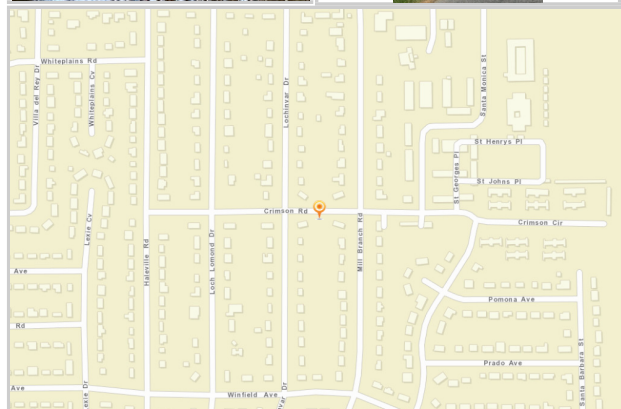
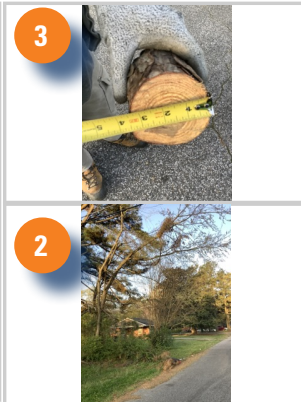
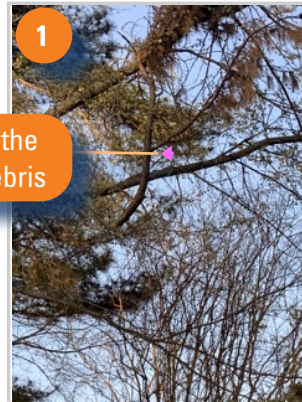
Coordinates: 35.0032, -90.0083

Address: 1644 Crimson Rd

Monitor: Williams Moses Perry

Arrow indicates the location of the debris

Exact GPS coordinates are automatically captured with every ticket created



Map location for easy location and reference

www.DebrisTech.com

SAMPLE REPORT - LOAD TICKET

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

- 1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)
- 2). Load call when the truck enters the disposal site to document the percentage full
- 3). Validation that the truck disposes of the entire load and leaves the disposal site empty



DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 001206810



HOPKINS COUNTY
EST. 1804

Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal

Prime: Ashbritt

Sub: County Waste

Owner: County waste

Contract:

Zone: Dawson Springs

Road: CS-2011

Debris Type: C & D

% Full: 75

Capacity (CY): 74

Pay (CY): 55.5

Load Info		Transit Time	Measurement Info		Haul(d)*	Haul(r)*	Disposal Info	
Time: 16:30:28	Date: 3/15/22	14:32	Time: 7:02:36	Date: 3/16/22	6.2	8.4	Time: 7:25:23	Date: 3/16/22
Loc: 37.1683, -87.6956			Loc: 37.1708, -87.5827				Loc: 37.1708, -87.5828	
Site ID: RIAFDS			Site ID: RIAFDS				Site ID: RIAFDS	
Mon: Joseph James Gray			Mon: Jacob Michael Todd				Mon: CHRISTOPHER ALLEN	

1



2



3



Customizable zones as defined by the Client

Site ID indicates temporary or final disposal site

Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



SAMPLE REPORT - PUNCH LIST

Having a punch list limits the work allowed by the contractor and contains overall costs. Our Punch List tickets verify that high priority items are addressed and ensures that there is an equity of coverage across all communities within an affected disaster area.

Type of debris pile needing to be picked up

**DEBRISTECH**

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal
Punch List

**Debris Type:** Vegetative**Record Number:**

022322085626941

Truck:

00011696

Timestamp:

2/23/2022 8:56:25 AM

Prime Contractor:

DRC Emergency Services

Subcode:

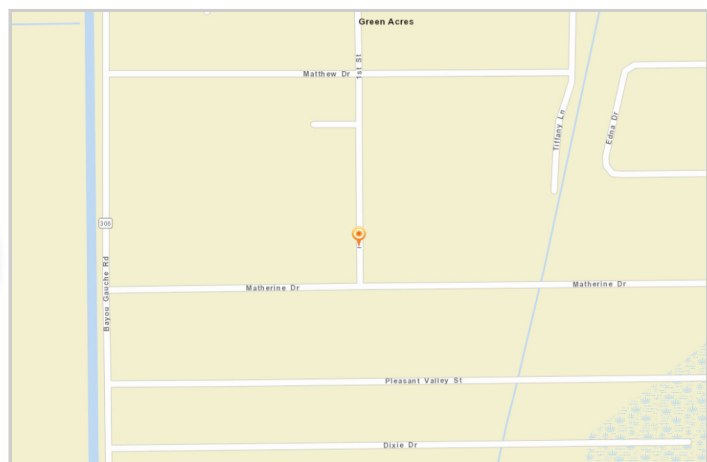
DRCTRIB

Truck Owner:

Triple bar

Monitoring Firm:

DebrisTech, LLC

Coordinates: 29.8057, -90.4252**Address:** 455 1st St**Monitor:** Hayden Cole Bryanwww.DebriTech.com

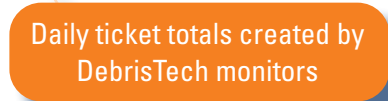
GPS coordinates captured and street address recorded for most efficient location pinpointing of the debris pile

Map location for additional reference point

Downloaded from <http://ajph.org/> on November 10, 2015

Red Dots - Leaners

Up-to-date totals of total CY of debris hauled and tree hazards removed





SAMPLE REPORT - DAILY SUMMARY

DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC Total Work Days To Date: 64
Monitoring Firm: DebrisTech, LLC Total Days into Contract Period: 67

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	<u>19</u>	Today's Debris Production: <u>5,391.5</u>	<u>0.0</u>
Average Loads Per Truck:	<u>4.9</u>	Average Daily Production: <u>19,487.3</u>	<u>9.9</u>

Total active trucks on that date

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	<u>26</u>	<u>12,538</u>	Vegetative Debris:	<u>1,565.2</u>	<u>652,930.7</u>	<u>0.0</u>	<u>15.0</u>
C & D Loads:	<u>54</u>	<u>7,556</u>	C & D Debris:	<u>2,451.4</u>	<u>350,481.5</u>	<u>0.0</u>	<u>618.8</u>
Wood Chip Loads:	<u>5</u>	<u>1,022</u>	Wood Chips:	<u>515.2</u>	<u>94,812.6</u>	<u>0.0</u>	<u>0.0</u>
C & D Haul Out Loads:	<u>9</u>	<u>1,744</u>	C & D Haul Out:	<u>859.7</u>	<u>148,959.9</u>	<u>0.0</u>	<u>0.0</u>

Daily total of debris removed

Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	<u>94</u>	<u>22,860</u>	Total Cubic Yards:	<u>5,391.5</u>	<u>1,247,184.7</u>	<u>0.0</u>	<u>633.9</u>

Daily load total

Unit Rate Items				Today		To Date	
	Today	To Date		Today	To Date	Today	To Date
Leaning Trees (6"-12"):	<u>0</u>	<u>71</u>	White Goods:	<u>15</u>	<u>222</u>		
Leaning Trees (13"-23"):	<u>0</u>	<u>32</u>	Stumps:	<u>0</u>	<u>0</u>		
Leaning Trees (24"-36"):	<u>0</u>	<u>13</u>	Traffic Control (Inter.):	<u>0</u>	<u>0</u>		
Leaning Trees (37"+):	<u>0</u>	<u>1</u>	Traffic Control (2 Way):	<u>0</u>	<u>0</u>		
Hanging Limbs:	<u>0</u>	<u>1,844</u>	Separation Crew:	<u>0</u>	<u>0</u>		
			Consolidation Crew:	<u>0</u>	<u>0</u>		

Cumulative total of debris removed

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

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SAMPLE REPORT - ZONE SUMMARY

DebrisTech's reports can also be broken down by zones as assigned by the Client. This customization allows the Client to track needed measurables across neighborhoods, communities or zones to ensure equitable coverage of debris removal.



St. Charles Parish Government Hurricane Ida Debris Removal

Debris Quantity Summary By Zone - 02/23/2022

Zone: 11 - St. Rose

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	600	0.0	30,529.3	0.0	0.0
C & D Debris:	8	875	552.3	41,496.2	0.0	140.6
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	8	1475	552.3	72,025.5	0.0	140.6

Separate zones as
specified by the Client

Zone: 12 - Bayou Gauche

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	4	445	244.7	21,143.5	0.0	0.0
C & D Debris:	2	483	124.0	23,719.8	0.0	4.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	6	928	368.7	44,863.3	0.0	4.1

Zone: 13 - Hahnville

	Load Count		Volume (CY)		Weight (Tons)	
	Today	To Date	Today	To Date	Today	To Date
Vegetative Debris:	0	984	0.0	43,942.7	0.0	0.0
C & D Debris:	0	818	0.0	32,492.3	0.0	78.1
Wood Chips:	0	0	0.0	0.0	0.0	0.0
C & D Haul Out:	0	0	0.0	0.0	0.0	0.0
Zone Totals:	0	1802	0.0	76,435.0	0.0	78.1

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com



D. Cost Proposal



DEBRISTECH



PRICING SCHEDULE

PERSONNEL DESCRIPTION	HOURLY RATE
Principal	No Charge
Project Manager	\$68.00
Operations Manager	\$57.00
Field Supervisors	\$47.00
Field Monitors	\$34.00
Fixed Site Monitors	\$34.00
Data Manager/GIS Analyst	No Charge
Grant Management Clerical	\$40.00
Grant Management Consultant	\$95.00
Grant Management Project Specialist	\$75.00

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. All Per Diem expenses shall be billed directly to the County at a rate not to exceed the GSA Per Diem allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 hours per week shall be billed at 1.5 times the straight time rate.



E. Additional Information



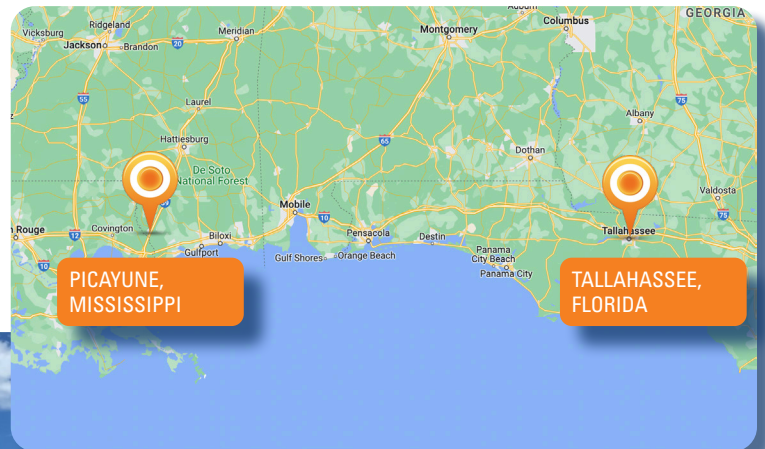
DEBRISTECH



MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution. Based in Picayune, MS, as our principal office, with an auxiliary office in Tallahassee, FL, DebrisTech provides debris monitoring services to clients across the United States with a full-time staff of approximately 200.

Our three state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.





Your Hometown Bank Since 1947

Date: March 23, 2023

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains a \$3,600,000.00 business line of credit and a business demand deposit account. Both accounts are handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

David B. Hemeter, President & CEO

Email: dbhemeter@fnbop.com

Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284



March 11, 2022

RE: DebrisTech, LLC

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with NAS Surety Group.

Our company represents DebrisTech, LLC for all their bonding needs and has found them to be an outstanding client. Based on their past experience, we will consider single jobs of \$30,000,000 with an aggregate program of \$50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc. along with their agents and owners accept no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry
Vice-President

16 Thompson Park, Hattiesburg MS (601) 554-7300 • www.bxsi.com



LITIGATION SUMMARY

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employee employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.



DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

923 Goodyear Blvd, Picayune, MS 39466

DEBRIS REMOVAL MONITORING
INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the 27th day of April, 2023 (the “Effective Date”), by and between SHAWNEE, OKLAHOMA (the “City” or “Applicant”) and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate upon completion of the emergency debris removal and disposal documentation requirements. It is anticipated that this contract will last approximately **30 days** subject to the provisions of Paragraphs 5 and 6 (the “Initial Term”). Therefore, the Initial Term shall terminate on May 20, 2023. Upon expiration of the Initial Term, this Agreement can be extended in 30 day increments pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The City or Contractor may terminate this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the City shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the City shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The City understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the City. As such, the City designates the below listed individuals as City representatives authorized to issue Directives to Contractor on the City's behalf. In the event any additional City representatives are designated for this Project, the City shall promptly notify Contractor of such designation(s) in writing.

Owner-designated representative: Rachelle Erickson, EM Director at rachelle.erickson@shawneeok.org

6. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to **Exhibit B**. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on **Exhibit B**. However, Contractor will not allow Contractor personnel to incur hours in excess of forty (40) hours without the consent of the City, said consent will not be unreasonably withheld. In addition, the City shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's personnel in accordance with the IRS rate for mileage and the GSA rate for per diem. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the City Council immediately following receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed **\$500,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, “Confidential Information”). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City’s employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City’s employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents; or (iv) is lawfully requested pursuant to the Oklahoma Open Meetings Act.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a “Dispute”), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an “Authorized Representative”), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within ten (10) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party’s Authorized Representative, the parties shall

engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the “Mediation Period”). The mediation shall be conducted in Shawnee, Oklahoma by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the District Court of Pottawatomie County, Oklahoma.

11. Relationship with Debris Removal Contractor. The City acknowledges and understands that the Contractor’s relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor. The City further acknowledges that the Contractor does not direct the operations of the debris removal contractor nor does the Contractor have any control over the acts or operations of the debris removal contractor.

12. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the City, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City. A certificate of insurance shall be provided by its producing agent to the City prior to the Contractor’s beginning work under this Agreement.

Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers’ compensation insurance providing workers’ compensation insurance to Contractor’s employees, unless Contractor is not required by law to have such insurance coverage.

13. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

14. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

15. Contract Work Hours and Safety Standards Act.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such

contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

16. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

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

18. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall 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 material 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 by 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.

19. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

20. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor 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.

(g) In the event of Contractor'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 Contractor 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.

(h) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities 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; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

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

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

23. Access to Records. The Contractor agrees to provide the City, 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.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

24. DHS Seal, Logo, and Flags. 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.

25. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. 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.

26. No Obligation by Federal Government. 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 the contract.

27. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

29. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

30. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

32. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

33. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:
DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:
City of Shawnee, Oklahoma
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, Oklahoma 74801

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

CITY OF SHAWNEE, OKLAHOMA

By: _____
Brooks R. Wallace, Manager

By: _____
Andrea Weckmueller-Behringer, City Manager

EXHIBIT A SCOPE OF SERVICES

I. BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Oklahoma and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals and/or Bids for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

- i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the County with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

EXHIBIT B PAYMENT SCHEDULE

Position	Description	\$/hr
Project Manager	The Project Manager's Prime role is to oversee total project operations and procedures from starting the project through completion.	\$68.00
Operations Manager	The Operations Manager's main purpose is to handle daily project operations from the start of the project thru the completion.	\$57.00
Field Supervisor	The Field Supervisor's main purpose is to handle coordination between upper management and no more than 10 monitors from the start of the project through the completion.	\$47.00
Field Monitor	The Field Monitor's main purpose is to identify eligible debris and operate the DebrisTech device in the field.	\$34.00
Fixed Site Monitor	The Fixed Site Monitor's main purpose is to score loads entering into the debris management site and operate the DebrisTech device in the field.	\$34.00
Grant Management Clerical	general clerical activities	\$40.00
Grant Management Consultant	Responsible for overall management and oversight of the clients reimbursement process	\$95.00
Grant Management Project Specialist	Responsible for compiling project worksheet	\$75.00

*DebrisTech Devices Rates are factored into provided rates. This will be the price with or without the Automated Debris Tracking and Reporting System.

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20____.

DebrisTech, LLC

Brooks Wallace, President

ATTEST: _____
Notary

EXHIBIT D
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 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.

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.

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 section 1352, Title 31, U.S.C. 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.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Brooks Wallace, President

Date



Department

Date: April 27, 2023
To: Board of City Commissioners
From:
Subject: Adjournment

Background:

Financial Impact:

Attachments:

Staff Recommendation: