

FIRST AMENDMENT

No. 12225

THIS IS A FIRST AMENDMENT to the Agreement No. 517 dated

_____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company authorized to do business in Florida, having its office and place of business at 6702 Broadway St, Galveston, Texas 77554, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the parties entered into Service Contract No. 517 for post disaster emergency catering services on April 25, 2019, ("Original Agreement"), and approved by City Ordinance No. 2019-60; and

WHEREAS, the CITY and CONTRACTOR have mutually agreed to extend the Original Agreement for one (1) additional five-year period, and to substitute Exhibit “A,” to the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The terms and conditions contained within the Original Agreement No. 517 between CITY and CONTRACTOR, effective April 25, 2019, approved and adopted by Ordinance No. 2019-60, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect for the new contract extension term except as specifically amended herein below.

3. The attached Exhibit "A," Proposal Form, is hereby substituted for, and in all references replaces, that Exhibit "A," Proposal Form, which was attached to, referenced and made a part of the Original Agreement.

4. The parties hereto agree to extend the Original Agreement No. 517 for one (1) additional five-year period, ending April 24, 2029, under the same terms and conditions.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”

DRC Emergency Services, LLC
An Alabama Limited Liability Company

By: DRC Equity LLC
a Texas Limited Liability Company, it's Owner

Witnesses:

Lisa Walsh

Lisa Walsh
(Print or Type Name)

Jayne Songy

Jayne Songy
(Print or Type Name)

Kristy Fuentes

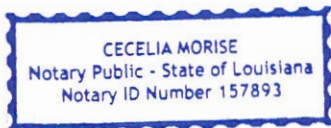
By: Kristy Fuentes, Vice President

STATE OF Louisiana

COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of March, 2024 by Kristy Fuentes as Vice President of DRC Emergency Services, LLC, an Alabama limited liability company, on behalf of the company. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Cecelia Morise
NOTARY PUBLIC, STATE OF Louisiana

Cecelia Morise
(Name of Acknowledger Typed, Printed or Stamped)

157893
Commission Number

PROPOSAL FORM
CATERING SERVICES – POST DISASTER

Breakfast – Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$40.47	1 – 500
\$39.66	501 – 750
\$38.84	751 – 1000
\$38.48	Over 1000

Lunch – Boxed Meals

Cost Per Meal (1 Serving)	Cost Per Meal (2 Servings)	# of Meals
\$42.67	\$78.94	1 – 500
\$41.82	\$77.35	501 – 750
\$40.96	\$75.78	751 – 1000
\$40.54	\$74.98	Over 1000

Dinner – Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$54.45	1 – 500
\$53.35	501 – 750
\$52.26	751 – 1000
\$51.72	Over 1000

The Supplier's price per meal **shall** include their actual labor costs and total cost of doing business, including but not limited to the following:

- § Overhead
- § Set-up and tear-down costs
- § Profit
- § Travel time
- § Service charges
- § Gratuity
- § Delivery
- § Potable water
- § Lodging
- § Fuel cost (propane, gas, electric, etc.)
- § Generators
- § Food products and transportation
- § Drinks, for meals only to include soft drinks – regular & diet (name brands only), coffee, ice tea, water, milk, juices
- § All necessary catering and miscellaneous equipment
- § Refrigeration equipment
- § Serving items (plates, cups, eating and serving utensils, to go boxes, etc.)- **No Styrofoam**
- § Tools
- § Insurance
- § Fringe benefits

Updated Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2024

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

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

PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Turner Murphy PHONE (A/C No. Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: turner.murphy@mcgriff.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Crum & Forster Specialty Insurance Company	NAIC # 44520
INSURER B : United States Fire Insurance Company	21113
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Argonaut Insurance Company	19801
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** M8V5DJMC **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	X	ECG107202	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		X	X	1387748556	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		X	X	EFX125034	03/31/2024	03/31/2025	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 929088471754 OS	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

APPROVED *Rebecca Harrison*
 By Rebecca Harrison at 8:25 am, Apr 02, 2024

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Emergency Catering Contract

In the event of cancellation by the insurance companies the General Liability, the Texas Workers' Compensation, 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 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.

CERTIFICATE HOLDER The City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	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 <i>R Michael Broadlove, Jr</i>
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ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/01/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Excess Liability
 Effective: 03/31/2024 - 03/31/2025
 Carrier: Axis Surplus Insurance Company, NAIC #: 26620
 Policy Number: ELZ661484012024
 \$5,000,000 Each Occurrence
 \$5,000,000 Aggregate Limit

This policy is excess to the Lead Excess shown on page 1 and the Contractors Pollution & Error and Omissions Liability, policy number P03CP0000055600.



ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 04/01/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Contractors Equipment Coverage
 Carrier: Travelers Lloyd's Insurance Company; NAIC #: 41262
 Policy #: QT6608076X50ATLC24
 Policy Period: 03/31/2024 to 03/31/2025
 \$500,000 Leased or Rented - Any One Item
 \$ 1,000 Deductible

Certificate Holder is Loss Payee and Additional Insured, as their interest may appear, if required by written contract.

Orig. 22

ORDINANCE NO. 2019- 60

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT FOR POST DISASTER EMERGENCY CATERING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DRC EMERGENCY SERVICES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract for Post Disaster Emergency Catering Services between the City of Pompano Beach and DRC Emergency Services, LLC is approved and a copy of the Service Contract is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Service Contract.

SECTION 3. If any provision of this Ordinance or the application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 9th day of April, 2019.

PASSED SECOND READING this 23rd day of April, 2019.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

JES
3/15/19
L:ord/2019-152

Org. 22

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 25 day of April, 2019, by the City of Pompano Beach ("City") and DRC Emergency Services, LLC, an Alabama limited liability company authorized to do business in Florida ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** This Agreement consists of the Scope of Work set forth in Exhibit "A" (RFP E-09-18 and Contractor's Response) and, if needed, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. **Purpose.** City contracts with Contractor to provide post disaster emergency catering services upon the terms and conditions herein set forth herein.

3. **Scope of Work.** Contractor shall provide the services and insurance set forth in Exhibits "A" and "B" attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. **Term of Contract.** This Contract shall be for a term of five (5) years or less beginning with the date this Contract is fully executed by both parties.

5. **Renewal.** In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) five (5) year terms upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payments shall be made for meals and services rendered per the rates contained within Exhibit "A".

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City on a monthly basis after services are rendered.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.



9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Recreation Program Administrator or designee and the Contractor's Contract Administrator shall be Lisa Garcia (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Lisa Garcia
 110 Veterans Memorial Blvd., Suite 515
 Metairie, LA 70005
 Office: (504) 482-2848
 Email: lgarcia@drcusa.com
 Fax: (504) 482-2852

If to City: Recreation Program Administrator, Contract Administrator
 1801 NE 6th St.
 Pompano Beach, FL 33060
 Office: (954) 786-4191
 Email: mark.beaudreau@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
 100 West Atlantic Blvd.
 Pompano Beach, FL 33060
 Phone: (954) 786-5574
 Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

13. Insurance. If required, Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.



A. Contractor shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also



be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.



2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
[**RecordsCustodian@copbfl.com**](mailto:RecordsCustodian@copbfl.com)

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.



24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.



29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

36. Supplemental Conditions - Federal Regulations. All terms and conditions below shall apply to this Agreement as necessary to comply with Federal procurement regulations contained within 2CFR and Federal Emergency Management Agency (FEMA) mandates. This is an acknowledgement that FEMA financial assistance will be used to fund the contract, if available. The Contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. Equal Employment Opportunity.

During the performance of this Agreement, the Contractor agrees to the following:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The 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 the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The 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.

e. The 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.

f. In the event of the 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 the 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 as 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.

g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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 the



contractor may request the United States to enter into such litigation to protect the interests of the United States.”

B. Davis Bacon Act and Copeland Anti- Kickback Act. During the performance of this contract, the contractor agrees as follows:

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply,



FEMA requires the following contract clause:

“Compliance with the Copeland “Anti -Kickback” Act.

- (1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

C. Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. 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 (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

D. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.



E. Clean Air Act and the Federal Water Pollution Control Act. Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

Clean Air Act

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

Federal Water Pollution Control Act

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

F. Debarment and Suspension

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



b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. 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.

2. If any funds other than Federal appropriated funds have been paid or will be

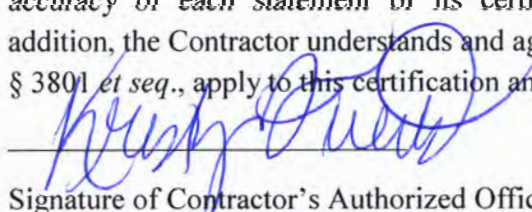


paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, DRC Emergency Services 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kristy Fuentes, VP, Secretary & treasurer
Name and Title of Contractor's Authorized Official

8/2/18

Date"

H. Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;



(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

I. Access to Records. In addition to Section 22. Public Records the following shall also apply:

a. The contractor agrees to provide City of Pompano Beach, 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.

b. 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.

c. 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.

J. 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.

K. 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.

L. 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Morway

By: [Signature]
REX HARDIN, MAYOR

Shelley R. Barbados

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of April, 2019 by REX HARDIN as Mayor, GREGORY P. HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



“CONTRACTOR”

DRC Emergency Services, LLC

Witnesses:

Walsh

USA Walsh

(Print or Type Name)

Gilman

Gilman & Williams

(Print or Type Name)

By: Kristy Fuentes

Kristy Fuentes, Vice President

STATE OF Louisiana

Parish
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 2nd day of August, 2018, by Kristy Fuentes as Vice President of DRC Emergency Services, LLC, an Alabama limited liability company authorized to do business in the State of Florida on behalf of the company. She is personally known to me or who has produced herself (type of identification) as identification.

NOTARY’S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Louisiana

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Service contract 2/27/2018 ACP



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-09-18**

POST DISASTER EMERGENCY CATERING SERVICES

**RFP OPENING: May 16, 2018 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 16 2018

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-09-18

The City is seeking proposals from qualified firms to provide Post-Disaster Emergency Catering Services to the City as described herein.

The City will receive sealed proposals until **2:00 p.m. (local), May 16, 2018**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The City of Pompano Beach is requesting proposals from qualified suppliers for a self-contained, mobile catering service capable of providing nutritious meals to City of Pompano Beach employees and emergency workers after a disaster. This contract would be activated immediately after a major disaster in our area. Although the primary intent of this request is for catering services after a hurricane, catering services may be needed after other disasters as well.

A. Scope Of Services

The City will provide forty-eight (48) hours stand-by notice for activation. If your company needs more than forty-eight (48) hours for notification, please take exception to this requirement and list your deviation on company letterhead.) Should a storm's projected path abruptly change course, the City will notify supplier to cancel their services no later than ten (10) hours from anticipated arrival.

The meals required for first responders are estimated at one thousand (1000) per meal, up to three (3) meals per day, or more on a daily basis for up to one week or more in the event of a natural disaster or other emergency related crisis or, as designated by City. Any reference to quantities shown in the request for proposal is an estimate only. Since the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

In a post emergency setting, the City's employees will be working outside under extremely difficult, stressful conditions that are potentially hazardous. This work will require stamina and the expenditure of a great deal of energy during the course of recovery operations. The weather will play a significant role (i.e. hot & humid conditions) and will necessitate adequate hydration and proper nutrition to ensure our employees overall well-being. The supplier shall provide a daily menu that includes foods that are visually appealing, appetizing and nutritionally sound. Each meal should include the USDA recommended servings of protein, grains, fruits and vegetables. Boxed meals shall be appealing, tasty and travel well. Consideration should be given to providing a variety of foods at each meal to ensure a choice for special dietary needs (i.e. vegetarian, diabetic, kosher).

B. Tasks/Deliverables

Bidder's Responsibility:

- 1) The Bidder shall purchase and prepare an adequate quantity of food to serve three (3) meals per day (plus two daily snacks) for the activated period of time. The City will initially require approximately meals for one thousand (1,000) first respondents per day. As utilities are restored and employees can eat at home, this figure will decline. Meals to be served include breakfast, lunch and dinner, where breakfast and dinner meals shall be hot meals. Drinks shall be included with all meals.
- 2) Provide at a minimum: Breakfast (6am), Lunch (11am), and Dinner meal (5pm).
- 3) Boxed meals shall be prepared no more than twelve (12) hours prior to serving.
- 4) All meals shall be prepared, maintained and served under national, state and local health safety and sanitary conditions and shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation.
- 5) The Bidder shall be capable of mobilizing to the designated servicing sites and be operational within forty-eight (48) notice.
- 6) The Bidder's equipment shall be self-sufficient with backup generator provided power. Bidder shall be responsible for providing their own fuel source to run their generators.
- 7) The Bidder shall provide plates, napkins, containers and utensils for all meals.
- 8) The Bidder shall understand that normal food suppliers in our area will be closed, without power and unavailable for re-supply. The Bidder shall make arrangements for restocking from outside the immediate area. Please submit your plan of action with your proposal, assume worst conditions such as a major category three (3) or above hurricane.
- 9) All refuse and waste material created by the Bidder's operation shall be promptly disposed of after each meal. The City will provide a dumpster at the site. Bidders are requested to provide their plan with their proposal for handling gray water, cooking oils and other by-products. Bidder is responsible for providing waste containers and trash bags.

- 10) The Bidder shall not serve leftovers from the previous day.
- 11) The Bidder shall provide measured serving portions to equal one meal plus one-half of a second meal. The one and one-half serving portion shall constitute the bid price for one meal as entered on the Bid Response Page.
- 12) The successful Bidder shall submit an invoice to the City Representative at a minimum every second day for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. The City reserves the right to pay by credit card.
- 13) The successful Bidder must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact.
- 14) Bidder shall have the option to prepare all meals offsite or at site(s) designated by the Emergency Coordinator or designee. The Bidder is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Cambro type containers, Chafing Dishes or Steam Tables for meals that will be served in-house and provide disposable containers for meals that are picked up by individuals going out into the field.
- 15) Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

Personnel Requirements

- 16) All employees of the Bidder shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public and their fellow employees.
- 17) The Bidder shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy and service required.
- 18) The Bidder shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.
- 19) The Bidder shall provide an adequate number of employees to operate the site to run their catering operation. All employees shall be clean and courteous to the public.

City's Responsibility

- 1) Provide a secure site for set up and operation.
- 2) Provide a dumpster at the site.
- 3) Provide electrical power at the site if the normal power is operational.

- 4) Provide security, if needed.
- 5) Provide an estimated count for all meals to be provided at the site.
- 6) Provide a written twenty-four (24) hour notice to Bidder to shut down operations

C. Term of Contract

The initial contract period shall be for five years, commencing upon award by the appropriate City officials. The City reserves the right to renew for two (2) five year terms.

D. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-112, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

Please note that, while no Local Business goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

The Exhibit "Proposal Form" will be the primary method of stating cost. Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

F. Bidder Experience, Expertise and Reliability:

- 1) Bidder shall submit with their bid a brief history of the organization, including accreditation status, if applicable.
- 2) Bidder shall provide a detailed description of the two or three largest events the company has catered in the past two years. That description should include, at the minimum, the number of meals provided, type of food provided, the number of hours the event lasted, and the number of employees used for that assignment. Please include contact names and telephone numbers of the clients for these events.
- 3) Bidder shall thoroughly describe its capability to perform/facilitate the services required, to include methodology, approach, available operational facilities and/or number of locations, etc.

- 4) Bidder shall address in its response the mobilization and staging abilities for delivering meals to multiple locations, or if it would be the City's responsibility to pick up meals from the Bidder's location.
- 5) Bidder shall address the number of employee's it would dedicate to this effort and a list of equipment the company owns to meet the requirements described herein.
- 6) Bidder shall provide a detailed description of the meal options for breakfast, lunch and dinner as requested on the Bid Response Page.
- 7) Bidder shall provide an explanation of its experience in providing meals in large quantities under emergency conditions and a detailed plan on how it would meet the City's requirements during a disaster event.
- 8) The - Bidder shall have a current occupational license for their city / City / state. Provide a copy with your submittal.
- 9) Bidder shall list any current commitment that may impact the proposer's ability to provide services to the City along with an explanation detailing how the proposer will be able to fulfill its obligations to existing contracts and the City. The City reserves the right to deem a proposer not responsible if the proposer has competing commitments that would impede the proposer from providing services to the City.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
 XX comprehensive form
 ___ owned
 ___ hired
 ___ non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and

- d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

H. Evaluation Procedure

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, shall be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

- 1) Responsiveness of the proposal related to the Scope of Work;
- 2) The ability, capability and skill of the proposer to perform the contract;
- 3) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- 4) The ability of the proposer to provide future service for the use of the subject of the contract;
- 5) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the commodities or service;
- 6) Whether the proposer can perform the contract within the time specified, without delay or interference;
- 7) The quality of performance of previous contracts;
- 8) The number and scope of conditions attached to the bid or proposal;
- 9) Responsiveness of client references;
- 10) Net costs; and

11) Such other information as may be secured.

I. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1 Experience, Expertise, and Reliability	0-25
a. Brief history of the organization, including accreditation status, if applicable.	
b. Experience in providing meals in large quantities under emergency conditions.	
c. Detailed description (with dates) of the two or three largest events the company has provided food services (catered). The description should include, at the minimum, the number of meals provided, type of food provided, the number of the hours the event lasted, and the number of employees used for the assignment.	
d. Organization's ability to show that they have adequate financial resources or the ability to obtain such resources as required.	
2 Methodology (40 points)	0-40
a. Describe its capability to perform/facilitate the services required, to include methodology, approach, available operational facilities and/or number of locations, etc., and a detailed plan on how it would meet the City's requirements during a disaster event.	
b. Provide the number of employee's it will dedicate to this effort and a list of equipment the company owns to meet the requirements described herein.	
c. Provide all other similar contracts and describe how vendor proposes to fulfill all contractual obligations including the City of Pompano Beach in case of a major event hitting all of South Florida, Southwest Florida, etc...	
3 Cost for Services (30 points)	0-30
a. Provide a detailed description and cost of the meal options for breakfast, lunch, dinner and snacks as requested in the scope of work. Prices quoted shall be firm for the initial contract term and extension periods. Thereafter, any extensions may be approved by the City.	
4 References (5 points)	0-5
a. Provide a list of at least five (5) references.	
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals the City may invite Proposers for an interview to make an oral presentation, discuss the proposal, and meet to firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

J. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

K. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain

and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

L. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

M. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

N. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

O. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

P. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Q. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

R. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

S. Termination

When outside of the mobilization period, the contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

T. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

U. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

V. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

W. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this

RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

- iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

X. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Y. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were

issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

Z. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____,
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____


Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

Exhibit – Contractor Performance Report

	<p>City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060</p>
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**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

**PROPOSAL FORM
CATERING SERVICES – POST DISASTER**

Breakfast – Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$	1 – 500
\$	501 – 750
\$	751 – 1000
\$	Over 1000

Boxed Meals – Lunch (Price should reflect cost per person)

Cost Per Meal (1 Serving Per Person)	Cost Per Meal (2 Servings Per Person)	# of Meals
\$	\$	1 – 500
\$	\$	501 – 750
\$	\$	751 – 1000
\$	\$	Over 1000

Dinner - Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$	1 – 500
\$	501 – 750
\$	751 – 1000
\$	Over 1000

The Supplier's price per meal **shall** include their actual labor costs and total cost of doing business, including but not limited to the following:

- Overhead
- Set-up and tear-down costs
- Profit
- Travel time
- Service charges
- Gratuity
- Delivery
- Potable water
- Lodging
- Fuel cost (propane, gas, electric, etc.)
- Generators
- Food products and transportation
- Drinks, for meals only to include soft drinks – regular & diet (name brands only), coffee, ice tea, water, milk, juices
- All necessary catering and miscellaneous equipment
- Refrigeration equipment
- Serving items (plates, cups, eating and serving utensils, to go boxes, etc.)- **No styrofoam**
- Tools
- Insurance
- Fringe benefits

NOTE: The City is exempt from paying taxes. A tax-exempt certificate will be provided upon request.

Exhibit A RFP E-09-18 and Contractor's Response

CATERING SERVICES – POST DISASTER

Optional Add on Items:

Indicate whether or not Contractor able to provide the following items, however, the City does not guarantee usage of said items:

Item	Cost per Item
Ice	
Bottle Water	

Pricing for the above items shall be negotiated when needed.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

May 16, 2018

ADDENDUM #1, RFP E-09-18

POST DISASTER EMERGENCY CATERING SERVICES

To Whom It May Concern,

Please review the following change to RFP E-09-18.

The City intends to issue primary and alternate contract awards to firms to provide emergency catering services to the City as needed. The alternate contractor would be requested to provide service if the primary contractor was unable to meet the City's requirements.

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has been extended to **5:00 p.m. (local) May 17, 2018**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed proposals in the City's eBid system, **has been changed to 2:00 p.m. (local), May 24, 2018.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website

City of Pompano Beach, FL (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Jeff English Purchasing Agent	Address	1190 NE 3rd Avenue Building C Pompano Beach, FL 33060	Address
Email	jeffrey.english@copbfl.com	Contact	Jeff English Purchasing	Contact
Phone	(954) 786-4098 x	Department		Department
Fax	(954) 786-4168 x	Building		Building
Bid Number	E-09-18 Addendum 1	Floor/Room		Floor/Room
Title	Post-Disaster Emergency Catering Services	Telephone	(954) 786-4098 x	Telephone
Bid Type	RFP	Fax	(954) 786-4168 x	Fax
Issue Date	4/16/2018 03:19 PM (ET)	Email	purchasing@copbfl.com	Email
Close Date	5/24/2018 02:00:00 PM (ET)			

Supplier Information

Company DRC Emergency Services, LLC
 Address 110 Veterans Memorial Blvd
 Suite 515
 Metairie, LA 70005
 Contact Lisa Garcia
 Department
 Building
 Floor/Room
 Telephone (504) 482-2848
 Fax (504) 482-2852
 Email lgarcia@drcusa.com
 Submitted 5/22/2018 03:32:17 PM (ET)
 Total \$0.00

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Signature Kristy Fuentes

Email Kfuentes@drcusa.com

Supplier Notes

Exhibit A RFP E-09-18 and Contractor's Response

Bid Notes

The City is seeking proposals from qualified firms to provide Post-Disaster Emergency Catering Services to the City as described herein.

The City will receive sealed proposals until 2:00 p.m. (local), May 16, 2018. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms & Conditions	Check the box indicating you agree to the terms and conditions of this solicitation.	Agree
2	Acknowledgement of Addenda	Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.	Yes

Exhibit A RFP E-09-18 and Contractor's Response

Line Items

Response Total:

\$0.00



DRC

EMERGENCY SERVICES

Striking Back.

500 South Australian Avenue • Suite 600
West Palm Beach, FL 33901
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

FL License No. CRC1331307

REQUEST FOR PROPOSAL
Post Disaster for Emergency Catering Services

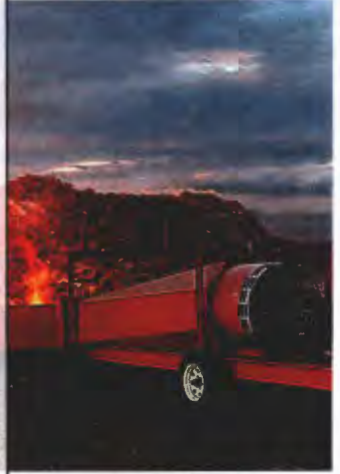
RFP NO. E-09-18

MAY 24, 2018 • 2:00PM
ORIGINAL

CITY OF POMPANO BEACH

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com



TITLE PAGE

The City of Pompano Beach
Request for Proposals
Post Disaster Emergency Catering Services
RFP No. E-09-18

May 24, 2018



PO Box 17017
Galveston, TX 77552
Phone: (888) 721-4372
Fax: (504) 482-2852

The Point of Contact for the City of Pompano Beach is Kristy Fuentes who can be reached at the information above, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

Exhibit A RFP E-09-18 and Contractor's Response

POST DISASTER EMERGENCY CATERING SERVICES

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500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33901 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

May 24, 2018

City of Pompano Beach

Re: Post Disaster Emergency Catering Services
RFP No. E-09-18

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Pompano Beach our proposal to provide Post Disaster Emergency Catering Services as required in the above referenced RFP. DRC ES 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.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 27-year record of 100% federal reimbursement for eligible work performed.

DRC has an office in West Palm Beach, Florida, which is located less than one hour from the City of Pompano Beach. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, and Surf City, North Carolina provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Pompano Beach 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 City of Pompano Beach, 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 ES 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 and Authorized Negotiator for the City of Pompano Beach is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If awarded, DRC is committed to performing the work in a professional and timely manner. 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 City of Pompano Beach in the future.

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)]

FEES & COSTS

PROJECT APPROACH

OPERATIONAL FACILITIES

Island Famous currently has physical plants in Galveston Texas and access to fixed wheel catering units that can travel coast to coast.

NUMBER OF DEDICATED EMPLOYEES

Island Famous has a hotel in the City of Galveston and maintains a minimum staffing of 10 during disasters. There will be approximately 20 dedicated employees depending on the size of the event. More staffing available if needed. Island Famous currently employs more than 300 team members throughout its hospitality portfolio. 10% of their 300+ workforce is dedicated to events, catering and disaster recovery.

MOBILIZATION AND ABILITY TO PERFORM

Team members are able to mobilize within 12 hours of Notice to Proceed allowing us to be in almost any location in the Continental US within 48 hours and prepared to serve. DRC will establish a location from which the City can pick meals up. DRC will be on location and providing food service within 24 hours being activated. Island Famous serves 200 in under an hour on a typical business day. With more than 20 years in the hospitality industry, Island Famous has an extensive network of vendors and suppliers to provide product and equipment tailored to fit any size event. In markets where we have contracts, we continuously monitor these markets for disasters and put our vendors and suppliers on notice if we observe a situation which may result in our mobilization. Like our employees, our vendors and suppliers are able to mobilize within 12 hours. We exclusively utilize National suppliers and vendors thus allowing us the flexibility to mobilize our teams and have vendor/supplier availability anywhere in the Continental US.

SAMPLE BREAKFAST MENU

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes
Bacon	Ham	Bacon	Ham	Bacon	Ham	Bacon
Grits	Hash browns	Grits	Hash browns	Grits	Hash browns	Grits
Toast	Biscuits	Toast	Biscuits	Toast	Biscuits	toast
Milk	Milk	Milk	Milk	Milk	Milk	Milk
Juice	Juice	Juice	Juice	Juice	Juice	Juice
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee

SAMPLE LUNCH MENU

Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich	Grilled Chicken Breast	Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich
Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle
Chips	Grilled Veges	Chips	Grilled Veges	Chips	Grilled Veges	Chips
Cookie	Brownie	Cookie	Brownie	Cookie	Brownie	Cookie

Exhibit A RFP E-09-18 and Contractor's Response

Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Water	Water	Water	Water	Water	Water	Water

SAMPLE DINNER MENU

Fried Shrimp	Fried Fish	Grilled Chicken	Pork Chops	Fried Shrimp	Fried Fish	Grilled Chicken
Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges
Hush puppies	Hush puppies	Mashed potatoes	New potatoes	Hush puppies	Hush puppies	Mashed potatoes
Cookie	Cookie	Cookie	Cookie	Cookie	Cookie	Cookie
Roll	Roll	Roll	Roll	Roll	Roll	Roll
Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea
Water	Water	Water	Water	Water	Water	water

PLAN FOR EXCESS PRODUCTS

If the City requests and food is delivered, any excess goods will not be able to be returned per local Health Code. If the City can provide 48 hour notification of when food services are to be completed, DRC will be able to minimize the excess product. Upon completion of our scope, excess non-perishable product could be offered as an additional scope; discounted and sold to the City.

BACK UP PLANS

As a worst case scenario we would mobile a 46' Mobile Kitchen and produce the meals at a to-be-determined location in Pompano Beach, FL. Details of the capacity of this mobile kitchen are listed below.

SPECIFICATIONS

- 46' length
- Gooseneck trailer
- Approximately 15,000 pounds
- Feeds up to 2,000 per day

EQUIPMENT

- Double stack convection oven with 10 racks
- 6-burner stove
- 48" flat top griddle
- 2 40lb. deep fryers
- 30-gallon tilting skillet
- 48" sandwich prep top fridge
- 4-well steam table
- 3-door reach-in refrigerator
- 1-door reach-in freezer
- Hood with fire suppression
- 3-compartment sink plus hand sink
- 2 A/C's
- 2 serving windows with 4 sections (can have 4 lines)

Please see Proposal Form attached

**PROPOSAL FORM
CATERING SERVICES – POST DISASTER**

Breakfast – Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$ 39.29	1 – 500
\$ 38.50	501 – 750
\$ 37.71	751 – 1000
\$ 37.36	Over 1000

Boxed Meals – Lunch (Price should reflect cost per person)

Cost Per Meal (1 Serving Per Person)	Cost Per Meal (2 Servings Per Person)	# of Meals
\$ 41.43	\$ 76.64	1 – 500
\$ 40.60	\$ 75.10	501 – 750
\$ 39.77	\$ 73.57	751 – 1000
\$ 39.36	\$ 72.80	Over 1000

Dinner - Buffet Style (1 ½ servings per person)

Cost Per Meal	# of Meals
\$ 52.86	1 – 500
\$ 51.80	501 – 750
\$ 50.74	751 – 1000
\$ 50.21	Over 1000

The Supplier's price per meal **shall** include their actual labor costs and total cost of doing business, including but not limited to the following:

- Overhead
- Set-up and tear-down costs
- Profit
- Travel time
- Service charges
- Gratuity
- Delivery
- Potable water
- Lodging
- Fuel cost (propane, gas, electric, etc.)
- Generators
- Food products and transportation
- Drinks, for meals only to include soft drinks – regular & diet (name brands only), coffee, ice tea, water, milk, juices
- All necessary catering and miscellaneous equipment
- Refrigeration equipment
- Serving items (plates, cups, eating and serving utensils, to go boxes, etc.)- **No styrofoam**
- Tools
- Insurance
- Fringe benefits

NOTE: The City is exempt from paying taxes. A tax-exempt certificate will be provided upon request.

CATERING SERVICES – POST DISASTER

Optional Add on Items:

Indicate whether or not Contractor able to provide the following items, however, the City does not guarantee usage of said items:

Item	Cost per Item
Ice	\$2.00 per pound
Bottle Water	\$3.57 per 16 oz. bottle

Pricing for the above items shall be negotiated when needed.

Additional Pricing Options:

- 1.) A midnight meal can be provided as a fourth meal at the same rate as the Dinner Meal Option
- 2.) Pricing above is based on centralized pick up. We can deliver meals to up to three (3) locations for an additional Five (5%) percent delivery Fee

Please note that meal counts must be received by 7:00pm for the following day's meal needs.

REFERENCES

Jefferson County, Texas
Deborah Clark
1149 Pearl Street
Beaumont, TX 77701
(409) 835-8599
Syphrett@co.jefferson.tx.us
DRC reference

Moody Gardens
John Zendt
1 Hope Boulevard
Galveston, TX 77554
(800) 582-4673
johnzendt@moodygardens.org
Island Famous Reference

Galveston Regional Chamber of Commerce
Gina Spagnola
2228 Mechanic Street
Galveston, TX 77550
(409) 763-5326
gspagnola@galvestonchamber.com
Island Famous Reference

Galveston Restaurant Association
Paco Vargas
PO Box 1429
Austin, TX 78767
409.789.4114
denisedvargas@gmail.com
Island Famous Reference

LITIGATION

DRC EMERGENCY SERVICES, LLC FIVE YEAR LITIGATION

(Updated and Revised: May 9, 2018)

The following is a list of all litigation involving DRC Emergency Services, LLC ("DRCES") related to emergency disaster recovery and management services pending or resolved in a five year period commencing May 9, 2013 and ending May 9, 2018.

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. *Weston v. DRC Emergency Services, LLC, et al*, Civil Action No. 13-900067, Marshall County, Alabama Circuit Court. Unquantified personal injury/wrongful death claim. Decedent was an employee of a lower-tier subcontractor. OSHA investigated and issued no citation. Alabama Dept. of Conservation tornado recovery project. All claims against DRCES were dismissed (no liability) on January 12, 2015.
6. *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.
7. *Group CG Builders v. DRC Emergency Services, LLC, et al*, United States District Court for the Southern District of Alabama, Case No. 11-729, on appeal to the U.S. 11th Circuit Court of Appeals, Case No. 12-14586. \$900,000 claim by sub-subcontractor for disaster recovery work performed in Haiti. Suit in United States against DRCES dismissed by district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending.
8. *Black Warrior Solid Waste Authority v. DRC Emergency Services, LLC*, Tuscaloosa County, Alabama Circuit Court, Case No. 2013-900472. \$30,000 collection dispute involving disposal fees on Tuscaloosa tornado recovery project. Case settled and dismissed on August 15, 2013.

9. *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.

9A. *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

10. *DRC Emergency Services, LLC v. Ashbritt, Inc.*, United States District Court for the Southern District of Florida, Civil Action No. 14-62924. \$50,000,000 business disparagement claim by DRC. Matter voluntarily dismissed on September 16, 2015.

KENTUCKY

11. *Bellsouth Telecommunications, Inc. v. DRC Emergency Services, LLC*, Case No. 11-37, Hickman County Circuit Court, Kentucky. Minor property damage claim to utility pole. Case settled and dismissed on February 20, 2014.

LOUISIANA

12. *Fin & Feather v. Plaquemines Parish, Cahaba Disaster Recovery, All South Consulting Engineers and DRC Emergency Services, LLC*, Civil Action No. 56-844, 25th Judicial District Court, Plaquemines Parish, Louisiana. Unquantified claim for damage to a pier and boat-house. DRCES and Cahaba's motion for summary judgment based on the Hurricanes Katrina and Rita Immunity Statute was granted on October 29, 2015; affirmed on appeal.

13. *Cora Williams v. DRC Emergency Services, LLC, Beck & City of New Orleans*, Civil Action No. 2009-4151, Orleans Parish Civil District Court. Unquantified property damage claim in connection with New Orleans demolition project. DRCES insurer defending. Case settled and dismissed on appeal.

14. *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.

15. *McGraw v DRC Emergency Services, LLC*, Case No. 2009-51580, First City Court of New Orleans. Property damage claim during a New Orleans demolition project. Plaintiff sued DRCES and lower-tier subcontractor. Matter was dismissed on May 29, 2015.

16. *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.

17. *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.

18. *Hatcher v. DRC Emergency Services, LLC, et al*, Case No. 09-7695, Civil District Court of Orleans Parish, Louisiana. Property damage claim for striking a fence attached to an abandoned home. Hurricane Katrina demolition project. Case settled for nuisance value and dismissed on February 6, 2014.

19. *Lincoln v. Plaquemines Parish, et al*, Case No. 57-205, 25th Judicial District Court, Plaquemines Parish, Louisiana. Unquantified property damage claim arising out of the Hurricane Katrina canal debris removal project. Case settled and dismissed on April 30, 2013 (main demand) and July 23, 2013 (third party demand and cross claims).

20. *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.

21. *Harbor Community Church v. Cahaba Disaster Recovery, LLC, et al*, Case No. 2013-10113, Orleans Parish, Louisiana Civil District Court. Property damage claim: Hurricane Ike recovery project. Case settled for \$10,000 and dismissed on June 23, 2014.

22. *DRC Emergency Services, LLC v. Welborn, Clerk of Court, et al* No. C658294, 19th JDC, East Baton Rouge Parish. Suit to cancel improperly recorded lien. Defendant voluntarily released its lien.

23. *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.

24. *Baker v. DRC*, No. USDC WDLA. Collection lawsuit. DRC disputed the claim. Matter settled for \$125,000 and dismissed September 26, 2017.

25. *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.

MISSISSIPPI

26. *DRC Emergency Services, LLC v. City of Louisville, Mississippi*, Case No. 2014-087-CVM, Circuit of Winston County, Mississippi. Disaster debris removal contract award protest by DRCEs. Dismissed February 26, 2015.

MISSOURI

27. *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.

28. *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.

NORTH CAROLINA

29. *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

30. *Wells v DRC Emergency Services, LLC*, Case No. JC-134-11, Small Claims Chambers, Texas. Suit for alleged minor damage to land. Hurricane Ike, Chambers County recovery project. Case settled for \$4,750 on August 6, 2013.

34. *Mustang Rentals v. DRC Emergency Services, LLC, et al*, District Court, Harris, Texas, Case No. 2013-22617. Claim for rental fees owed by subcontractor. Case settled for \$25,000 and dismissed on June 11, 2013.

31. *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.

BP OIL SPILL RELATED LITIGATION

32. The lawsuits set forth in Sub-paragraphs 32(a)-(ll) 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.

1. *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.
- 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 USDC 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.
- ll. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955.

DOMINICAN REPUBLIC

33. *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

34. 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 five 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.

35. 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.

36. 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.

CITY FORMS

Please see Proposer Information Page Form attached

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

BIDDER EXPERIENCE, EXPERTISE, AND RELIABILITY

For over 29 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. 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, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 29 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 DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 29 years 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 Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel
- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Following Louisiana Severe Storms and Flooding (DR-4277), DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish.
- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4,000 pieces of specialized equipment
Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards in a single day
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 29-year record of 100% federal reimbursement for eligible work performed

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. Our former name was Emergency Communications and Logistics LLC and in 2001 the company began operating as DRC Emergency Services, LLC. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 200 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 29 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

Please see Texas Secretary of State Certificate attached. The State of Texas does not offer local occupational license.

FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- 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 \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four-and-a-half-month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never 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

Surety

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

Insurance

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

KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many 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

Kurt Thormahlen, General Manager

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/ Management from Texas A&M University.



FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-200.b, IS-632.a, IS-700.a, IS-2900



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

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.

"They provided a service that exemplifies the dedication of DRC Emergency Services to its customers."

– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

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



Joe Newman, Vice President of Operations

With more than 12 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.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, 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.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

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

Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.



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

All of the above personnel can be reached at 888-721-4373.

TEAMING PARTNER

DRC has formed an alliance with Island Famous Inc. This alliance will allow DRCES to, establish relationships with other local civil contractors and provide local knowledge that otherwise would not be obtained. Island Famous Inc. is a hospitality company operating restaurants, hotels, bars, full service catering and food service for disaster recovery. Founded in 2002, Island Famous Inc. has grown from a single unit restaurant operator with 20 employees to a diverse hospitality company with annual revenues exceeding \$15M+. Employing over 300+ with a minimum of 10% of the total staff available for full service catering and food service for disaster recovery we are fully equipped for rapid response.

Whether it's food service, post natural disaster, or a wedding, our guests can expect fast and friendly service with a compassionate touch. Island Famous food service for disaster recovery experience dates back to 2008 with Hurricane Ike in Galveston Texas and most recently Hurricane Harvey. During Hurricane Harvey, Island Famous operated on a menu that changed daily based on product and staff availability and served more than 750+ guests per day

Island Famous is able to mobilize fixed wheel catering units to sites and with more than 20 years in the hospitality industry, they have contacts coast to coast. When possible they attempt to source local labor in an effort to contribute to the communities in which they serve.

Owned equipment includes a full commercial kitchen, multiple walk in coolers and freezers, prep tables, mixers, fryers, ovens, grills, sandwich top refrigerators, etc.

The information contained in this proposal is our combined experience.

CONTACT INFORMATION

Island Famous Inc.
3204 Seawall Blvd.
Galveston Island, TX 77550
Office: 409.621.4059
Fax: 409.762.8271

SERVSAFE CERTIFICATION

All employees of Island Famous are food handler certified. Additionally all of their managers are ServSafe certified. The National Restaurant Association's ServSafe Food Safety training program is widely recognized and respected in the foodservice industry for the following reasons:

- Uses quality materials and exams created by foodservice and regulatory experts exclusively for the foodservice industry
- Reinvests proceeds from programs back into the industry
- Accepted in all 50 states, making it ideal for single and multi-unit operations
- A single source, one-stop show for both food safety training and the certification examination
- Delivers up-to-date regulatory information
- Provides support from foodservice subject matter experts available to answer questions
- Offers flexible online, classroom, in-unit and one-on-one training and examination options

LARGE EVENTS FROM THE PAST 2 YEARS

2017 Events:

Event: Lone Star Rally
Attendees: 500,000 in aggregate. 20,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: 4 day event
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Mardi Gras
Attendees: 250,000 in aggregate. 30,000 guests served
Cuisine: Burgers, Fried Shrimp, Alcohol Service
Hours: Two weekend event.
Staffing: 80 per shift. Two shifts per day.
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: Post Harvey Disaster Food Service
Attendees: 8,000
Cuisine: Fried Shrimp & Fish, Grilled Chicken, Fries, Coleslaw
Hours: 5 day event
Staffing: 6 - 20 depending on demand
Contact: Lauren Desormeaux
Number: 409.539.1394

Event: GRA Epicurean Evening
Attendees: 500
Cuisine: Coconut Shrimp with pineapple mango salsa, burger sliders, tomato basil soup.
Hours: 3 hour serving period
Staffing: 6
Contact: Francisco Vargas
Number: 409.789.4114

Additionally, Island Famous served disaster recovery meals in Galveston Texas post Hurricane Ike and Hurricane Harvey. Post Hurricane Ike they provided an average of 1,000 meals per day for duration of 10 days. During Hurricane Harvey, they provided an average of 750 meals per day for duration of 6 days.

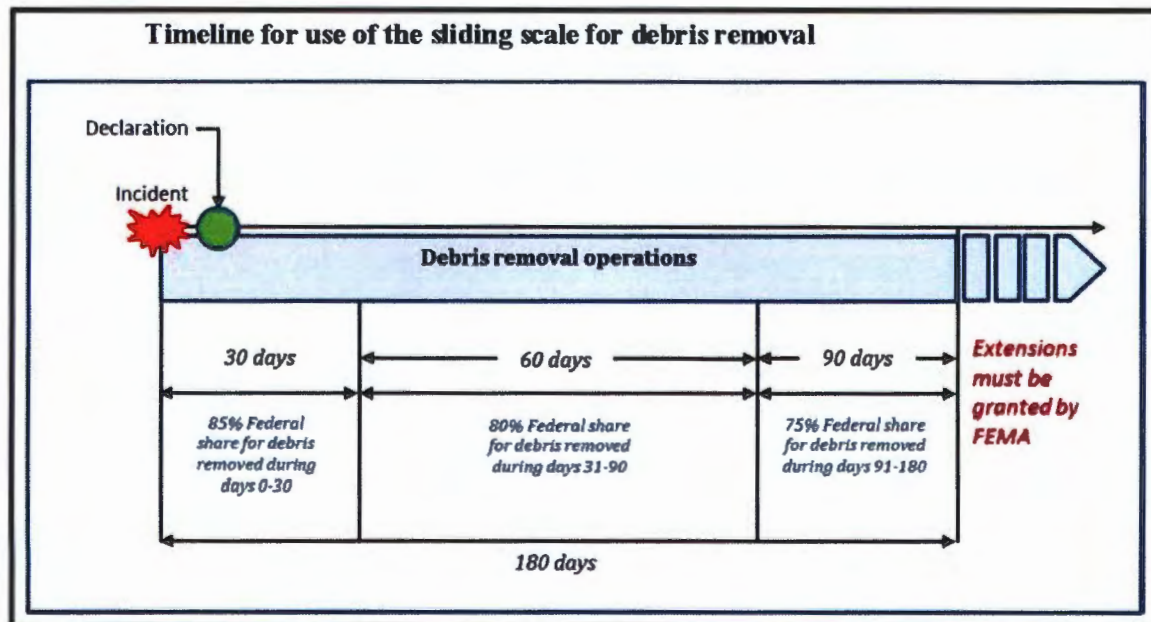
EXPERIENCE WITH FEMA REIMBURSEMENT

For the past 29 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris

Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44 C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 29-year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC, we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

PROJECT WORKSHEET AND APPLICATION PROCESS

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project
- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

INITIAL DAMAGE ESTIMATE

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

IMMEDIATE NEEDS FUNDING

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA).

Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 29-year history, obtain INF.

FEMA TECHNICAL MANAGEMENT TRAINING

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the City. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

PROJECT APPROACH

OPERATIONAL FACILITIES

Island Famous currently has physical plants in Galveston Texas and access to fixed wheel catering units that can travel coast to coast.

NUMBER OF DEDICATED EMPLOYEES

Island Famous has a hotel in the City of Galveston and maintains a minimum staffing of 10 during disasters. There will be approximately 20 dedicated employees depending on the size of the event. More staffing available if needed. Island Famous currently employs more than 300 team members throughout its hospitality portfolio. 10% of their 300+ workforce is dedicated to events, catering and disaster recovery.

MOBILIZATION AND ABILITY TO PERFORM

Team members are able to mobilize within 12 hours of Notice to Proceed allowing us to be in almost any location in the Continental US within 48 hours and prepared to serve. DRC will establish a location from which the City can pick meals up. DRC will be on location and providing food service within 24 hours being activated. Island Famous serves 200 in under an hour on a typical business day. With more than 20 years in the hospitality industry, Island Famous has an extensive network of vendors and suppliers to provide product and equipment tailored to fit any size event. In markets where we have contracts, we continuously monitor these markets for disasters and put our vendors and suppliers on notice if we observe a situation which may result in our mobilization. Like our employees, our vendors and suppliers are able to mobilize within 12 hours. We exclusively utilize National suppliers and vendors thus allowing us the flexibility to mobilize our teams and have vendor/supplier availability anywhere in the Continental US.

SAMPLE BREAKFAST MENU

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes	Pancakes
Bacon	Ham	Bacon	Ham	Bacon	Ham	Bacon
Grits	Hash browns	Grits	Hash browns	Grits	Hash browns	Grits
Toast	Biscuits	Toast	Biscuits	Toast	Biscuits	toast
Milk	Milk	Milk	Milk	Milk	Milk	Milk
Juice	Juice	Juice	Juice	Juice	Juice	Juice
Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee

SAMPLE LUNCH MENU

Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich	Grilled Chicken Breast	Chicken Salad Sandwich	Grilled Chicken Breast	Cuban Sandwich
Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle	Mashed Potatoes	Pickle
Chips	Grilled Veges	Chips	Grilled Veges	Chips	Grilled Veges	Chips
Cookie	Brownie	Cookie	Brownie	Cookie	Brownie	Cookie
Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea	Iced Tea
Water	Water	Water	Water	Water	Water	Water

SAMPLE DINNER MENU

Fried Shrimp	Fried Fish	Grilled Chicken	Pork Chops	Fried Shrimp	Fried Fish	Grilled Chicken
Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges	Grilled veges
Hush puppies	Hush puppies	Mashed potatoes	New potatoes	Hush puppies	Hush puppies	Mashed potatoes
Cookie	Cookie	Cookie	Cookie	Cookie	Cookie	Cookie
Roll	Roll	Roll	Roll	Roll	Roll	Roll
Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea	Iced tea
Water	Water	Water	Water	Water	Water	water

PLAN FOR EXCESS PRODUCTS

If the City requests and food is delivered, any excess goods will not be able to be returned per local Health Code. If the City can provide 48 hour notification of when food services are to be completed, DRC will be able to minimize the excess product. Upon completion of our scope, excess non-perishable product could be offered as an additional scope; discounted and sold to the City.

BACK UP PLANS

As a worst case scenario we would mobile a 46' Mobile Kitchen and produce the meals at a to-be-determined location in Pompano Beach, FL. Details of the capacity of this mobile kitchen are listed below.

SPECIFICATIONS

- 46' length
- Gooseneck trailer
- Approximately 15,000 pounds
- Feeds up to 2,000 per day

EQUIPMENT

- Double stack convection oven with 10 racks
- 6-burner stove
- 48" flat top griddle
- 2 40lb. deep fryers
- 30-gallon tilting skillet
- 48" sandwich prep top fridge
- 4-well steam table
- 3-door reach-in refrigerator
- 1-door reach-in freezer
- Hood with fire suppression
- 3-compartment sink plus hand sink
- 2 A/C's
- 2 serving windows with 4 sections (can have 4 lines)

DRC does not have any current commitments that should impact our ability to provide services to the City of Pompano Beach. Furthermore, 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 City of Pompano Beach, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF AUTHORITY
OF

DRC Emergency Services, LLC
Filing Number: 800551038

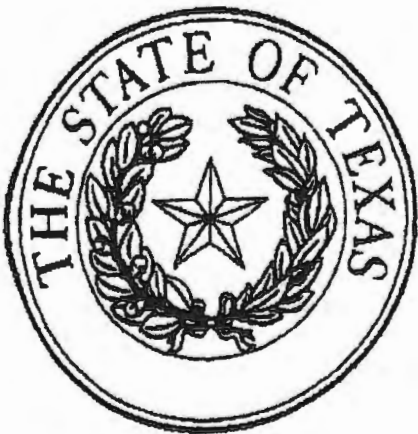
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

DRC Emergency Services, LLC

Dated: 09/28/2005

Effective: 09/28/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Exhibit A RFP E-09-18 and Contractor's Response



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

January 5, 2018

DRC Emergency Services, LLC
 13 Evia Main
 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 \$80,000,000 as long as these projects fit within a \$150,000,000 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



11 Greenway Plaza
Suite 2900
Houston, Texas 77046

www.iberiabank.com

July 20, 2016

DRC Emergency Services, LLC
13 Evia Main
Galveston, TX 77554

Re: DRC Emergency Services, LLC

To Whom It May Concern,

This letter is in support of DRC Emergency Services, LLC ("DRC" or the 'Company'). I am writing on behalf of Iberia Bank Corporation ("Iberia"), which is a publicly traded bank holding company. Iberia is the primary lender for DRC's owners and has banked their various entities for over 15 years. The relationship has resulted in loans in excess of over \$25,000,000, which have always paid as required. Currently, the relationship has the capacity to borrow in excess of its existing credit due to its strong liquidity position and capital structure. The Company has the financial ability to bid on and perform contracts in excess of \$100 million.

The decision to commit to an expanded credit facility will be subject to the review and approval of contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to you if, for any reason, Iberia does not extend additional credit above what is already committed.

We look forward to working with you and DRC Emergency Services, LLC on future project opportunities.

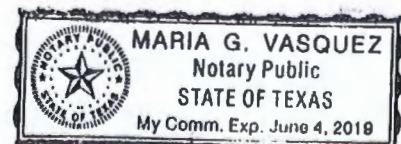
Sincerely,

Bennett Douglas
EVP – Regional Group Manager
IberiaBank

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 20th day of July, 2016, by Bennett Douglas.

Maria Vasquez





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/11/2017

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: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL: ADDRESS:														
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Underwriters At Lloyd's, London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER B : United States Fire Insurance Company</td> <td style="text-align: center;">21113</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER E : Crum & Forster Specialty Insurance Company</td> <td style="text-align: center;">44520</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters At Lloyd's, London	15792	INSURER B : United States Fire Insurance Company	21113	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : Argonaut Insurance Company	19801	INSURER E : Crum & Forster Specialty Insurance Company	44520	INSURER F :	
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INSURER F :															

COVERAGES CERTIFICATE NUMBER: 2NNUZVUH 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 NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	B0621EMSSL000317	05/26/2017	05/26/2018	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	1337407101	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	B0621EMSSL000217	05/26/2017	05/26/2018	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 <input checked="" type="checkbox"/> N	N/A	TSF0001307608 TX WC928318471754	05/26/2017	05/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution & Errors & Omissions	X	X	PKC105162	05/26/2017	05/26/2018	Contractor's Pollution Errors & Omissions \$ 1,000,000 Policy Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 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 General Liability, Automobile Liability, Workers' Compensation and Excess Liability. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to 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 policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

CANCELLATION

"FOR INFORMATION ONLY"	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
------------------------	---



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 07/11/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractors Equipment Coverage
 Carrier: Phoenix Insurance Company
 Policy #QT6608076X50APHX17
 Policy Period: 05/26/2017 to 05/26/2018
 Leased/Rented/Borrowed Equipment Limits:
 \$500,000 Per Item
 \$997,000 Maximum Amount of Payment
 Blanket Loss Payee and Additional Insured as their interest may appear as required by written contract.



EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability	
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse		
— hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent CONTRACTORS	personal injury	
XX personal injury		
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.	
XX comprehensive form		
— owned		
— hired		
— non-owned		

REAL & PERSONAL PROPERTY		
— comprehensive form	Agent must show proof they have this coverage.	

EXCESS LIABILITY		Per Occurrence Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Exhibit B - Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2018

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 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: jbecvar@mcgriff.com	
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 :		

COVERAGES **CERTIFICATE NUMBER:** WXHQGFJC **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	B0621EMSSL000218	05/26/2018	05/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001307608 TX WC928318471754	05/26/2018	05/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED

By John Mealer at 10:44 am, Aug 02, 2018

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP E-09-18 / Post Disaster Emergency Catering Services

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, the Texas Workers' Compensation, 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

City of Pompano Beach
 1190 N.E. 3rd Ave., Building C
 Pompano Beach, FL 33060

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

EXHIBIT "B"**INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability		
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis			
XX comprehensive form	bodily injury and property damage		
XX premises - operations	bodily injury and property damage		
— explosion & collapse hazard			
— underground hazard			
XX products/completed operations hazard	bodily injury and property damage combined		
XX contractual insurance	bodily injury and property damage combined		
XX broad form property damage	bodily injury and property damage combined		
XX independent CONTRACTORS	personal injury		
XX personal injury			
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate		
<hr/>			
AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX comprehensive form			
— owned			
— hired			
— non-owned			
<hr/>			
REAL & PERSONAL PROPERTY			
— comprehensive form	Agent must show proof they have this coverage.		
<hr/>			
EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
<hr/>			
PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/19/2019

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.

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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 FAX (A/C No.): 713-877-8974 E-MAIL ADDRESS: jbecvar@mcgriff.com														
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Underwriters At Lloyd's, London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER B :The Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER C :Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D :Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </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 :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :Texas Mutual Insurance Company	22945														
INSURER D :Argonaut Insurance Company	19801														
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: JP6DFBVH

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> 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	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	0001307608 TX WC928318471754	05/26/2018	05/26/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<div style="border: 2px solid black; padding: 5px; display: inline-block;"> APPROVED <i>D. Thorpe</i> By Danielle Thorpe at 8:12 am, Feb 20, 2019 </div>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Emergency Catering Contract

In the event of cancellation by the insurance companies the General Liability, the Texas Workers' Compensation, 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 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.

CERTIFICATE HOLDER
CANCELLATION

 Pompano Beach
 100 West Atlantic Blvd.
 Pompano Beach, FL 33060

 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

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 02/19/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: _____

Excess Liability
 Effective: 05/26/2018 - 05/26/2019
 Carrier: Certain Underwriters at Lloyds of London
 Policy Number: B0621EMSSL000318
 \$5,000,000 Each Occurrence
 \$5,000,000 Products Completed Operations Aggregate Limit
 \$5,000,000 Personal and Advertising Injury Limit
 \$5,000,000 General Aggregate Limit

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED DRC Emergency Services, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 02/19/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractors Equipment Coverage
 Carrier: Phoenix Insurance Company
 Policy #QT6608076X50APHX18
 Policy Period: 05/26/2018 to 05/26/2019
 \$500,000 Leased or Rented - Any One Item
 \$ 1,000 Deductible
 Blanket Loss Payee and Additional Insured as their interest may appear as required by written contract.