

ORIGINAL



REQUEST FOR PROPOSAL



Town of Southwest Ranches
RFP 25-10
**Disaster Debris Management and
Emergency Logistical Services**
Attn: Christina Semeraro
Procurement Officer



National Headquarters:
19612 SW 69th Place
Fort Lauderdale, Florida 33332

24/7 Direct - (954) 774-0773
Corporate Office - (954) 680-6100
www.BergeronEmergencyServices.com

Ronald M. Bergeron, Jr
Founder / CEO



19612 Southwest 69th Place, Fort Lauderdale, FL 33332
(954) 774-0773 – assistant@BergeronES.com

April 1, 2025

Town of Southwest Ranches
Attn: Christina Semeraro, Procurement Officer
13400 Griffin Road
Southwest Ranches, FL 33330

RE: Disaster Debris Management and Emergency Logistical Services

Bergeron Emergency Services, Inc. (BES) is pleased to submit for your consideration our proposal for the **Town of Southwest Ranches**. We are committed to meet your needs immediately with no delay of deployment of resources or dedicated management oversight to your project. Our record of success is unmatched in the disaster recovery industry. This storm season has brought the highest level of hurricane disaster activity since 1851 and as a result disaster response resources are extremely limited throughout the industry, thereby causing delays in deployment and management oversight by other contractors. We stand committed to provide immediate top-of-the-line resources and staffing for your needs. We continually provide the highest level of quality services while working within all necessary regulatory compliance and timeframes. Our goal is to bring this same dedication and response to the Town of Southwest Ranches. In addition, we will help the client maximize its federal reimbursements for such services.

HISTORY: (BES) has been providing disaster recovery services in the United States since 1992 starting with Hurricane Andrew in Homestead, FL and as recently with Hurricane Idalia in north Florida this past year. The demand for highly experienced firms led to the incorporation of (BES) in April 2006 and throughout its history (BES) has managed and performed more than **300+ activations with 80 major** in disaster recovery projects. (BES) coupled with our management team and a nationwide list of highly qualified and minority subcontractors have over a combined **150 years** of extensive, comprehensive experience which allows us to complete EVERY project within contract requirements, ahead of schedule, and at the utmost highest level of quality assurance.



QUALITY OF SERVICE: (BES) provides excellent quality of service and prides itself on **zero accidents or incidents** in over six years. Additionally, to date, there has never been any liability claims made nor paid under (BES) in its entire history. We incorporate strict quality assurance measures that are upheld by our team, as well as all our subcontractors.

EXPERIENCE: With over **three decades** of experience, our proposal provides multiple examples including Hurricane Michael in 2018/2019, the 2017/2018 devastation from Hurricane IRMA, the recent impact from Hurricane Idalia in 2023/2024, to the current activation for Hurricane Helene in 2024/2025 for VDOT.

At the time, the strength and expanse of IRMA was something never seen or experienced in the State of Florida. This, combined with Hurricane Harvey hitting Texas just 3 weeks before IRMA, put a significant resource strain industry-wide on the entire asset. Overall, for the IRMA response, (BES) served 31 clients, setup and management of 5 Temporary Debris Management Sites (TDMS) processing over 8.5 million cubic yards (CY) of debris. In total, the (BES) IRMA team hauled nearly 2 million CY of debris, covered more than 9 thousand square miles of roads, and served more than 9 million residents.

Similarly, in August of 2023, (BES) responded to two contract activations in north Florida for Hurricane Idalia. Within 48 hours of activation, (BES) deployed massive amounts of resources and a dedicated management team to oversee work performed on two of the major transportation arteries in Florida, 1-10 and 1-75. The following is our full scope of our experience and serviced provided:

Land Operations	Marine Operations	Other Services
Emergency Response	Emergency Response	Portable Housing
Large Scale Debris Removal	Marine Construction	Temporary Power Services
Debris Reduction & Disposal	Marine Salvage	Energy, Ice, & Water Consumables
Tree Trimming & Removal	Beach Renourishment	Hazardous Material Holding
Demolitions & Removal	Water Restoration	Technical Consulting Services
Sand Removal from ROE	Dredging	Management Assistance
Emergency Berm Construction	Bulkhead & Pier Construction	Bio-Mass Recycling
Land Clearing	Vessel Recovery * Disposal	Vertical Construction & Repair
Site Preparation	Inland Waterway Debris Removal	Temporary Roofing
Road & Utility Work		Underground Utility Repair
Beach Sand Screening & Replacement		

FUNDING PROCESS UNDERSTANDING: Our funding process goal is to assist our clients in **maximizing their reimbursement potential** through the often-cumbersome Public Assistance Program (PAP). (BES) thoroughly understands FEMA's Public Assistance Program and Policy Guide Version 4, effective June 1, 2020 and all 2 CFR requirements. (BES) has never had a client be deemed ineligible for Debris Removal (Category A). We have a 100% success rate for federal reimbursement for Category A.


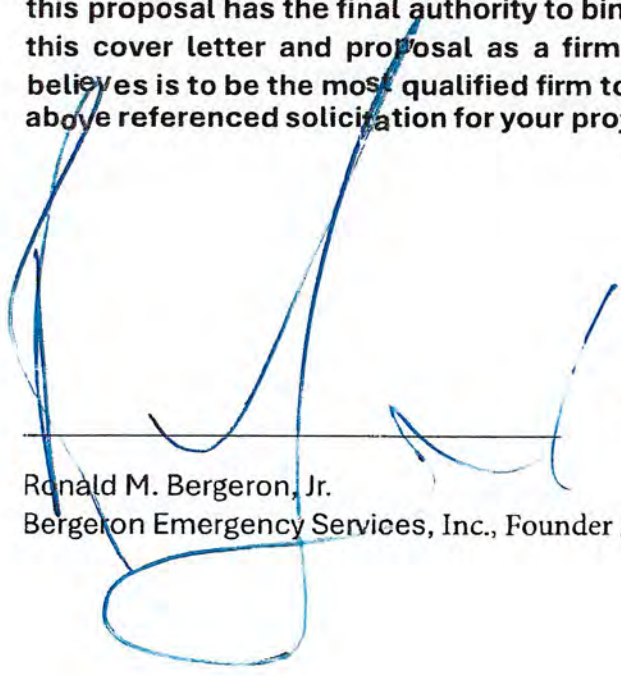
Financially, (BES) is a solid company with a \$50M+ single job and \$100M+ aggregate bonding capacity enabling us to respond quickly to multiple concurrent activations. The combination of our flexible technical approach, our strict quality controls, and company-owned resources lead to an industry proven standard. Our full-time staff brings this dedication to each client providing high quality professional debris removal services for disaster events of any type, natural and/or man-made. Lastly, (BES) has **no past or pending** litigations.

Your primary contact for this solicitation is:

Ronald M. Bergeron, Jr., Bergeron Emergency Services, Inc., Founder CEO

Ronald M. Bergeron, Jr., Founder CEO will be onsite from day 1 with his entire team and will not leave until everyone is **completely satisfied** with the set-up, deployment, project management team, and progress measurements established.

This is a fair proposal developed in good faith without collusion or fraud. The signer of this proposal has the final authority to bind all aspects of the company. Please accept this cover letter and proposal as a firm and irrevocable statement by which (BES) believes is to be the most qualified firm to perform the necessary tasks outlined in the above referenced solicitation for your project.



Ronald M. Bergeron, Jr.
Bergeron Emergency Services, Inc., Founder / CEO



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QUALIFICATIONS AND EXPERIENCE

SUMMARY OF (BES) HISTORY

Brief History of the Business

Bergeron Emergency Services, Inc. (BES) brings forth a history both rich and diverse in disaster recovery efforts and associated land development initiatives. For the past **32 years** (BES) has provided the full spectrum of emergency and disaster recovery management services for clients on the federal, state, international and local levels. Our vast experience is unparalleled in the industry.



Initially our experience with debris management began within the Bergeron Land Development, Inc. with Hurricane Andrew's impact in South Florida in 1992. The severity of the 2004-2006 hurricane seasons provided the necessity of the incorporation of (BES) in the State of Florida on April 14, 2006. During those storm seasons, under four major hurricanes in particular (Ivan, Charley, Frances, Jeanne), (BES) founder, Ronald M. Bergeron, Jr., analyzed disaster recovery efforts nationwide and capitalized on the industry's lack of resources, (BES) continues to grow disaster recovery services each year as shown with our list of clients.

With over \$275+ million in FEMA-funded disaster related recovery projects since incorporation, and 300+ activations, (BES) is one of the nation's - ***safest, strongest, responsible, and reliable*** - disaster recovery experts, partners, and contractors. Bergeron Emergency Services, Inc. continuously fulfills its life-long, fully ingrained mission by providing exceptional quality, upmost value, methodical service, and proven excellence to devastated regions throughout the United States in their unique emergency debris removal management and disposal needs never losing sight of safety being our number one concern for all clients and their citizens.

In the last 12 years alone, (BES) has managed over 50,000,000 CY of debris covering more than 76,423 square miles over multiple states across the nation. Our administrative oversight has focused both on the largest disaster struck zones and the most populated areas - ***ranging from as far west as Texas to the eastern shores of New York & New Jersey*** - and also including distinctive projects such as the ***BP Oil Spill***, and the ***Haiti Earthquake***.

Bergeron Emergency Services, Inc. takes pride in our ability to concentrate our multi-dimensional efforts on targeted yet wide-reaching locations, while still deploying tailored recovery efforts to align with dictated, specific needs at the city, local, state, and federal level.

FINANCIAL QUALIFICATIONS

Financial Stability

(BES) has an abundant reserve in liquid assets which allows (BES) to continue support operations well beyond 6 months. Our bonding agency is ACRISURE located at 220 Congress Park Drive, Suite 100, Delray Beach, FL 33445.

Our insurance capacities are: Commercial General/Umbrella liability Insurance of \$2M; Professional Liability of \$2M; automobile insurance of not less than \$2M per occurrence; Workman's Compensation insurance exceeds normal \$1M requirement; and Umbrella coverage of \$5M. Should additional endorsements be needed, (BES) can secure within 24 hours of request.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 14, 2024

BERGERON EMERGENCY SERVICES
19612 SW 69TH PLACE
FORT LAUDERDALE, FLORIDA 33332

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES: DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



February 6, 2025

Re: Bergeron Emergency Services, Inc
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Bergeron Emergency Services, Inc. Their Surety is Berkley Insurance Company which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to \$50,000,000 for a single bond and \$100,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Bergeron Emergency Services, Inc is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in blue ink that reads 'Brett Rosenhaus'.

Brett Rosenhaus
Attorney-in-Fact & Florida Licensed Agent



**PNC
PRIVATE
BANK**

July 26, 2024

To Whom It May Concern,

Re: Ronald M Bergeron Jr.

We are pleased to provide this bank reference letter on behalf of Ronald M Bergeron Jr., who has been a valued client of PNC Bank for the past nine years.

Mr. Bergeron has maintained several deposit accounts and credit facilities with PNC since July 2015. He is a personal client of PNC Wealth Management & Private Bank and a business client with our Business Banking division. Throughout our banking relationship, Mr. Bergeron has consistently demonstrated financial responsibility, integrity, and an exemplary track record in managing his financial affairs.

Based on our records, we can confirm that Bergeron Emergency Services, one of Mr. Bergeron's companies, has maintained a satisfactory relationship with our bank. Average account balances have been consistently stable, and all financial obligations with us have been managed and serviced as agreed.

Mr. Bergeron has satisfactorily demonstrated an ability to meet his financial commitments. Based on our overall relationship, we have found him to be a reputable and responsible individual with a positive financial track record.

Should you require further information or have any specific questions regarding Mr. Bergeron's or Bergeron Emergency Services' relationship with PNC Bank, please do not hesitate to contact me at 412-209-4607 or Cassandra.allen@pnc.com.

Sincerely,

Cassandra Allen
VP, Banking Advisor
PNC Private Bank
C: 412-209-4607
T: 954-745-4361
Cassandra.allen@pnc.com



Hurricane Idalia: 2023 - 2024
FDOT - District 2

State of Florida

Department of State

I certify from the records of this office that BERGERON EMERGENCY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 14, 2006.

The document number of this corporation is P06000054436.

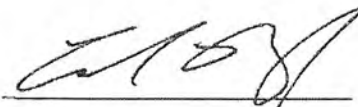
I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 1, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Owner: Ronald M. Bergeron, Jr. (100%)

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of July, 2024*




Secretary of State

Tracking Number: 4833096315CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: BERGERON EMERGENCY SERVICES INC

Receipt #: 325-230337
Business Type: CLEANING/JANITORIAL (JOB SITE
CLEAN/DEBRIS REMOVAL SVCS)

Owner Name: RONALD BERGERON JR

Business Opened: 04/03/2006

Business Location: 19612 SW 69 PL
PEMBROKE PINES

State/County/Cert/Reg:

Business Phone: 954-680-6100

Exemption Code:

Rooms

Seats

Employees

3

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt Fee 33.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

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

WHEN VALIDATED

Mailing Address:

BERGERON EMERGENCY SERVICES INC
19612 SW 69 PL
PEMBROKE PINES, FL 33332

Receipt # WWW-23-00269781
Paid 07/11/2024 33.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt # WWW-23-00269781

Paid 07/11/2024 33.00

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BERGERON EMERGENCY SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

19612 SW 69TH PLACE

6 City, state, and ZIP code

FORT LAUDERDALE, FL 33332

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

- -

or

Employer identification number

-

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

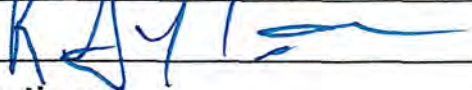
Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person



Date **February 25, 2025**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

SUMMARY OF (BES) EXPERIENCE

Recent Disaster Recovery Experience



Hurricane Helene - 2024 / 2025

Awarded activation in November, 2024, (BES) has provided oversight to multiple counties under Virginia DOT specifications. Contract monetary award is \$42M. To date over 1.2M cy have been hauled. Comprehensive company and subcontractor resources were deployed, and a satellite office was immediately established. The project is well-underway for a safe, successful, productive, on-time, and efficient completion.



Hurricane Idalia - 2023 / 2024

On August 30, 2023, Hurricane Idalia made landfall as a Category 3 storm event which devastated the Florida big bend area with sustained winds of 125 mph and a 7.0' storm surge exacerbated by a concurrent "king tide" and predictions of storm surge in some areas, prior landfall, predicted to reach 16 feet. The safe opening and elimination of roadway hazards for "the only two major interstate roadway arteries" serving north Florida and central Florida were absolutely critical. Understandably, Interstate 75 and Interstate 10 became an immediate priority in order to ensure timely disaster recovery, the steady unobstructed flow of emergency materials





Past Disaster Recovery Experience



**FEMA Public
Assistance Experience**

Event	Year	Total CY / Tons	Total Dollars
Hurricane Helene – VDOT Virginia	2024	On-Going	\$ 42,500,000
Hurricane Idalia Florida	2023	11,900,000	\$ 15,000,000
Hurricane Michael Mexico Beach / Florida Panhandle/Liberty County	2018 & 2019	600,000	\$ 15,200,000
Hurricane Irma (31 concurrent activations) Florida	2017 & 2018	8,500,000	\$ 39,700,000
Florida Keys (Cut and Toss, 112 miles, Card Sound Road to Key West) D-6 FDOT	October 2017	275,000	\$ 2,000,000
Volusia County School Board	October 2017	45,000	\$ 600,000
Indian River County	October 2017	50,000	\$ 650,000
Dania Beach	October 2017	570,000	\$ 7,400,000
City of Oakland Park	October 2017	47,929	\$ 700,000
City of Lighthouse Point	October 2017	50,000	\$ 500,000

City of Hollywood	October 2017	565,000	\$ 7,300,000
Southwest Ranches	October 2017	226,000	\$ 3,200,000
University of Miami	October 2017	30,000	\$ 390,000
City of Miramar	October 2017	480,000	\$ 6,200,000
Town of Palm Beach	October 2017	688	\$ 6,888
Town of Davie	October 2017	725,000	\$ 10,900,000
Loxahatchee Groves	October 2017	32,780	\$ 426,140
Village of Palmetto Bay	October 2017	3,043	\$ 27,394
South Miami	October 2017	3,017	\$ 27,160
West Park	October 2017	15,812	\$ 125,000
City of Pembroke Pines	October 2017	660,321	\$ 9,100,000
Palm Beach Solid Waste Authority	October 2017	232,500	\$ 3,500,000
Village of Royal Palm Beach	October 2017	22,500	\$ 200,000

City of Plantation	October 2017	657,854	\$ 7,000,000
Village of Golf	October 2017	3,448	\$ 45,000
City of Ocean Ridge	October 2017	4,140	\$ 50,000
City of Juno Beach	October 2017	3,083	\$ 30,000
Town of Manalapan	October 2017	245,000	\$ 2,400,000
Lantana	October 2017	150,000	\$ 1,500,000
Hurricane Matthew (5 concurrent activations)	2016	600,000	\$ 15,000,000
City of Lighthouse Point - Tornado Response Florida	2016	1500 tons	\$ 75,000
City of Sarasota – Tornado Response Florida	2016	50,000	\$ 1,000,000
City of Lake Jackson, TX – City of Richwood, TX - Tornado Response Texas	2015	28,000	\$ 420,000
Superstorm Sandy (2 concurrent activations - all 5 boroughs of NYC) <i>New York and New Jersey</i>	2013	NJ 65,000 cy; NJ 394 flush cuts; 694 stump extractions	\$ 1,750,000
Coltsneck, NJ	2013	478,000	\$ 7,100,000

Tropical Storm Isaac - Removal of dead fish from Indian River <i>Florida</i>	2012	22,000 tons	\$ 638,000
Tropical Storm Debby – Flood Generated Debris	2012	2,300	\$ 53,000
Broward County – Solid Waste and Recycling Division – Pickup and haul of mixed curbside debris (17 cities); Regular garbage recycled <i>Florida</i>	2010	550,000 - 600,000 tons annually	\$ 32,700,000 *Annually for 5 years
Kentucky Ice Storms (5 counties) <i>Kentucky</i>	2009	1,800,000	\$ 13,500,000
Hurricane Ike (7 concurrent activations) <i>Pasadena, Baytown, Texas</i>	2008	375,860	\$ 5,600,000
Hurricane Wilma Pickup Operations (9 concurrent contracts - 279 schools) <i>Florida</i>	2006	8,000,000	\$ 79,000,000
Katrina, Florida – Miami – Dade <i>Florida</i>	2005	365,000	\$ 5,500,000

Past Performance

(BES) past performances and our years of experience fully demonstrate our capability to respond to disaster situations. Our experience and our documented performance show we understand how to mobilize, deploy, and engage small and large business partnerships and subcontractors to work with public officials' disaster response management. We apply this performance experience effectively, and work to maintain and continuously improve our capability to perform to ensure (BES) is prepared to respond - **quickly, efficiently, and strategically** - to a call for activation from all clients.

Our team has experience and expertise in every discipline required to successfully complete all clients' disaster recovery and response needs. (BES) standard operating procedures include:

- ▶ **ESTABLISHING** continuous contact with client before, during, and after an event;
- ▶ **CREATING** formal organizational structure by identifying responders by name with multiple means of contact;
- ▶ **PREPOSITIONING** crews, equipment, and instructions when the event demands;
- ▶ **CONDUCTING** exercise drills with key leader participants at least once each quarter, and more frequently, if necessary, to test the operation of each system;
- ▶ **TRAINING** for a minimum of 72 hours with formal, practical exercises to insure the full and complete understanding of the duties and responsibilities of all team members;
- ▶ **BUILDING** a response plan around FEMA, FHWS, and public assistance program requirements;
- ▶ **ASSIGNING** senior executive oversight responsibilities in writing for critical oversight of process to ensure continuous improvement of detailed response plans;
- ▶ **IDENTIFYING** the assembly and deployment requirements of necessary state of the art equipment to fully complement the demands of the disaster recovery effort;
- ▶ **COORDINATING** an effective, unified, and fully integrated response team;
- ▶ **PROVIDING** an experienced well defined organizational structure and response capabilities with clear lines of responsibilities and communication;
- ▶ **EVALUATING** improvement strategies continuously, to ensure the client has an aligned partner with (BES) that is up to date on changes to public assistance programs, the perplexities involved disaster response, the complexities of how to execute quickly and effectively, and the necessity to fully support the client's mission to respond to their unique disaster needs.

BENEFITS TO YOU:

- ~ 300+ (80+ major) Successfully Completed Activations
- ~ \$150M in FEMA-Funded Disaster Related Recovery Projects
- ~ Proven Understanding of FEMA and Public Assistance Programs
- ~ Over 30 Years of Disaster Recovery Experience and All (BES)
Employees and Subcontractors are FEMA Compliant



**Hurricane Helene: 2024 - 2025
VADOT**





Staff Qualifications & Management Structure

SUMMARY OF (BES) ORGANIZATION STRUCTURE

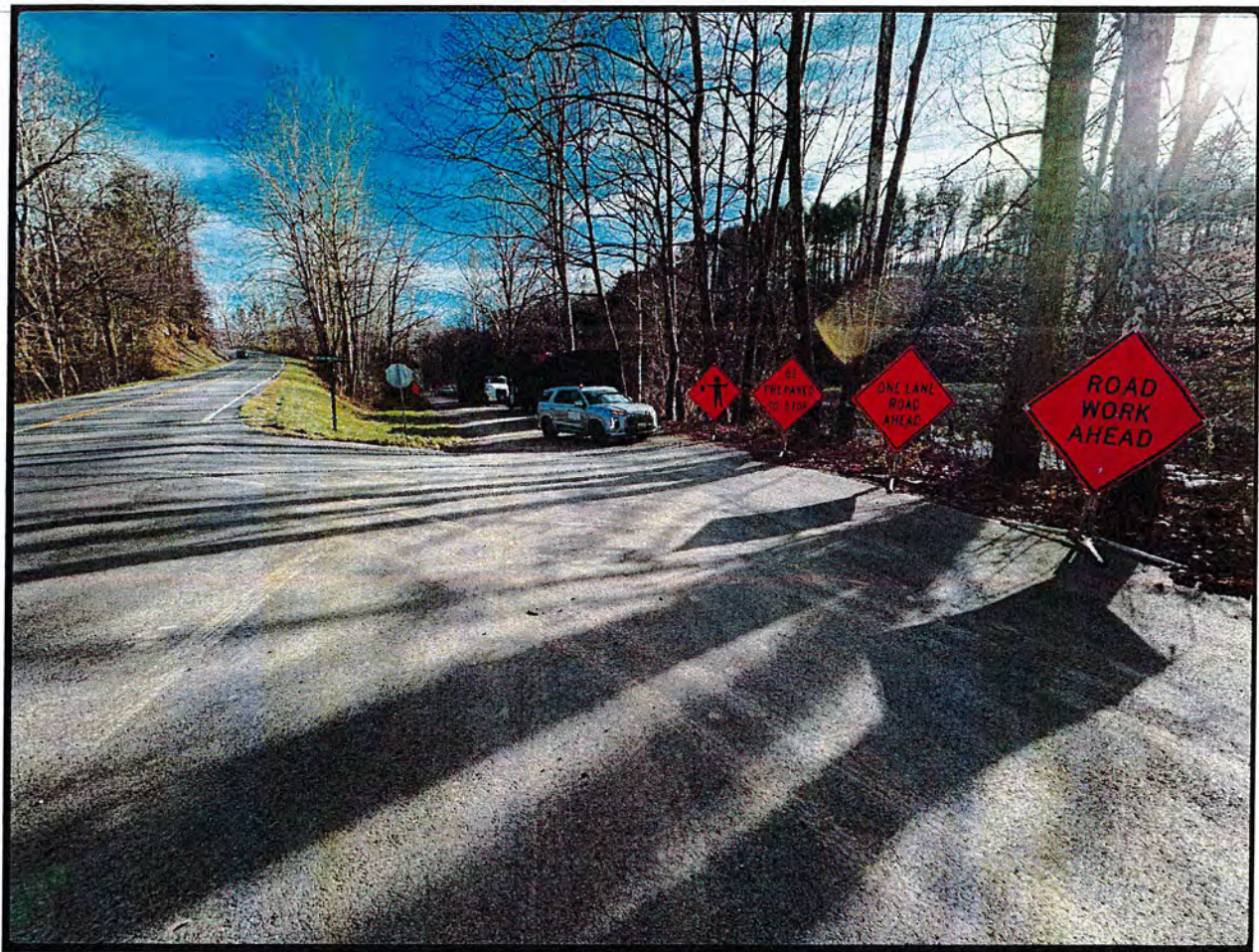
Who We Are

Bergeron Emergency Services, Inc. staff exhibits the experience and expertise in every discipline required to successfully complete any project. (BES) has a history of successfully completing more than **\$275+ million** in FEMA, FHWA, and Public Assistance projects throughout the Southeastern United States with both federal and state regulators.

The (BES) organizational structure is indicative of core management flexibility and adaptability, as utilized during debris removal operations. The CEO / Founder of (BES), Ronald M. Bergeron, Jr., will be onsite from day 1 of the project inception until all parties are fully satisfied with deployment and roll-out of all services.

The client's primary contact for daily operations and ongoing matters will be Lee Buffington, Senior Logistic's Manager and Sommer Bergeron-Stevens, Program Manager. Both will be supported by and have the authority to direct the full complement of resources available documentation management oversight. Other management staff will assist addressing client FEMA and Public Assistance Program needs and serving as an additional level of quality control





Founder / CEO

Ronald M.
Bergeron, Jr.

- Over 30 years experience in disaster related management and response; FEMA Public Assistance Program; Grapple Truck Fleet Management; Logistics Management

**Government
Relations**

Sally Bergeron

- Over 15 years in government relations experience specifically for disaster response. monitors government changes, FEMA updates, and public assistance programs guidelines.

**Senior Logistics
Manager**

Lee Buffington

- Over 20 years of disaster response experience; manages all aspects of disaster response; manages multiple activations when necessary; provides oversight for complete management of each project over every line item and subcontractor deployment.

**Program
Manager**

Sommer Bergeron-
Stevens

- Since 1987 has held various positions within the Bergeron line of business from administration, to human resources, to preparing bid proposals to R&D; several years of progressive experience in storm debris recovery and management taking on leadership roles in major projects.

**Bid & Contract
Specialist**

Lesley Parrish

- Over 30 years experience in business, financial, and operational resources and specializes in disaster response contractual and bidding preparation, line item estimations, and data analysis and compilation.



Overview of Skillset

Bergeron Emergency Services, Inc. imparts extensive experience and competence to each disaster recovery effort with their leadership and management team, their support staff and crews, along with thoroughly vetted and selected subcontractors. The Bergeron team is positioned to provide **immediate, precise, and individually prescribed** response, recovery and restoration of critical services in the aftermath of any natural or man-made disaster. We aim to provide an all-encompassing menu of services required by our clients.

(BES) staff will provide:

- ➔ **Technical guidance and consultation before, during and after the disaster event on all aspects of the recovery and relief process including an annual review of federal, state and local permit requirements, evaluation of private property use agreements, staging areas, site security, traffic control protocols, client's procurement policy, plans to ensure a well-coordinated relief effort, as well as facilitation of annual emergency response training and table top exercises for designated emergency response personnel**
- ➔ **Preparation of a pre-event, site-specific debris management plan for our client in collaboration with the client's emergency management personnel. The benefit of such a plan is significant in the event of a storm-related disaster.**
- ➔ **Administrative support for contracted operations, on-site management staff to work with client's staff, field supervisors, equipment operators, drivers, laborers along with vehicles, equipment, housing and other necessities to ensure a successful recovery operation**
- ➔ **Administrative support that includes vehicle load capacity and equipment certifications, utilization of standardized placards and load tickets**
- ➔ **Project management coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, equipment and personnel in sufficient quantity to rapidly remove all storm related debris, coordination of monitors, data management, daily quantity and progress reports to client's staff and emergency managers, community relations as well as other miscellaneous tasks as directed by the client**
- ➔ **Emergency debris road clearance, as well as tree, limb and stump removal from all public streets, roads and rights-of-way as defined by the client**

- ➔ **Removal of items: white goods, construction and demolition debris including demolition of unsafe structures, dead animal carcasses, mixed debris**
- ➔ **Recovery of items: motor vehicle, boat, house and derelict vessel recovery; removal of hazardous materials from inland waterways**
- ➔ **TDSRS management and site cleanup supervised in a manner that meets and/or exceeds all Environmental, Health and Safety standards as well as federal, state and local jurisdictional requirements; dump site management**
- ➔ **Coastal environment cleanups including sand screening, beach, canal and riverbank cleanup/restoration, berm restoration, re-grading, re-seeding of canal banks or slopes**
- ➔ **Miscellaneous work efforts as defined by the client e.g., bottled water delivery, temporary shelter/command center for client's select emergency personnel**
- ➔ **Total package oversight: Disaster Debris Data Management, Financial Recovery Services, FEMA Interface, Project Closeout Oversight**

(BES) Locations

Our management team and key staff are located at our National Headquarters **19612 S.W. 69th Place, Ft. Lauderdale Florida**. Remote office locations are secured in each disaster recovery with a full complement of resources to meet each disaster recovery effort and client's needs. Bergeron Emergency Services, Inc. maintains a comprehensive list of viable subcontractors and always seek to bring on minority and small business entities to enhance our service provider's list of available staffing resources.





CAPACITY TO PERFORM

The (BES) Advantage

Dedicated, professional, and readily available key staff

Responds immediately to every activation

Never had a FEMA claim rejected

Abundant active, established national supply contracts

Ability to draw on corporate resources

5 FEMA Approved Disposal Site

Key personnel are "battle-tested"

Subcontractors encouraged to communicate value-added innovations

Local small businesses / minority-owned subcontractors used as priority

Subcontractors trained and required to follow (BES) policies

Subcontractors included in mandatory safety meetings





Safety

Our exemplary safety record entails **no lost time incidents** on any response over the last 10 years. Our in- depth safety program is one of the cornerstones of our corporate philosophy along with quality and client satisfaction. Our most valuable assets are the employees and subcontractors whose efforts have enabled us to achieve the level of success we enjoy today. The **safety** and **wellbeing** of every employee, client, and citizen of the community are the most important element in protecting all parties involved. Consequently, (BES) is committed to equipping employees to perform their assigned tasks safely. The safety program cannot be successful without active participation of all employees. Each employee is trained in their roles and responsibilities and is mandated to continue safety training throughout the length of their employment and is empowered through our “See Something, Say Something” policy.



Responsive

Our team is constantly monitoring weather and national alert systems and keeping constant communications with our clients. We back our in-house crews with **minority-owned and local owned small business** to boost the recovery economy of the affected disaster zone area.



Reliable

Bergeron Emergency Services, Inc has **never failed** to respond to a client in the history of our company. Our clients have never had a FEMA claim rejected.

This philosophy is also instilled in our subcontractors. Our subcontractors are also required to attend training classes and attend daily site and toolbox meetings.



Recovery

From jobs as small as spot activations such as a tornado touching down in Lighthouse Point Florida, the major ice storm in Kentucky, to large scale events such as Hurricanes Helene, Idalia, Irma, Matthew, Michael, and Superstorm Sandy, (BES) has the crews and equipment to follow through from pre-event planning to project close out. Our operations team assists with the full spectrum of response from assisting with debris management site (DMS) locations and setup to mobile command centers.

Mobilization and Response Times

Bergeron Emergency Services, Inc. has a full complement of response transportation from our mobile command center. (BES) will, at need, pre-place critical equipment and crews as determined by pre-event correspondence. For hurricane events, clearing and removal operations proceed upon notice to proceed (NTP).

The below are examples - all deployment set by RFP guidelines.

Typical Response Time	
Contract Award	
Pre-Event Planning	On-going
(BES) Training	2 Times Per Year
Known Event	
72 Hours In Advance	(BES) team monitoring NOAA, Weather, Advanced Warning network; Equipment placed on stand-by; Client Contacted
72 Hours In Advance	(BES) confirms crew types and quantities; DMS locations
24 Hours In Advance	Equipment and resources verified, activated, and deployed
24 Hours In Advance	Possibly NTP (notice to proceed) prior to landfall
Notice to Proceed – Post Storm	
+12 – 24 Hours	(BES) Founder/CEO, (BES) Senior Logistics Manager & Operations Manager reports to site
+24 – 36 Hours	(BES) staff and activated subcontractors arrive at designated locations
+36 - 48 Hours	Monitors begin certifying trucks
+36 - 48 Hours	Debris Removal Crews operating
+36 - 48 Hours	DMS sites set-up and receiving debris
+48 – 72 Hours	Debris estimates confirmed
+48-72 Hours	Daily Reports generated and continue on an ongoing basis for extent of response
+7 Days	Road crew Weekly Report generated with daily removal totals
+7 Days	DMS operations begin
+10 Days	Reduced material hauled to final disposal
+180 Days (FEMA Guidelines)	Project Closeout

Available Equipment

When the magnitude of the event demands additional resources, (BES) draws from the full complement of corporate owned assets and equipment, as well as a vast list of readily available, licensed and insured, subcontractors who specialize in the disaster recovery industry. Bergeron Emergency Services, Inc. also maintains **extended long-term, active relationships** with nationally recognized equipment vendors.

Quantities of Company Owned Vehicles

Lowboy Trailers	5
Flat Bed Trailers	3
Water Trucks	5
Fuel Trucks	4
Pick-Up / Extended Cab / Diesel Trucks	24
Grapple Trucks and Trailers	32
Generators	3
Heavy Equipment – CAT, John Deer, Ingram, Komatsu, Boehringer, MGL, Chieftain, Grove Crane Kubota, Solesebee, Garadall, MACK	160

Equipment Agreements

Kelly Tractor and Other Caterpillar Dealers (National)	Heavy Equipment
Neff Rentals (National)	Heavy Equipment
United Rentals (National)	Heavy Equipment
SunBelt Rentals (National)	Heavy Equipment
Linder Equipment	Heavy Equipment
Newman Tractor	Heavy Equipment
Synergy Equipment	Heavy Equipment

Labor Agreements

Tradesman International (National)	Skilled Labor
GL Staffing (National)	General Laborers
LaborFinders (National)	Clerical / Administrative

Personnel - Available Resources

(BES) can assemble the appropriate resources and personnel pursuant to our Corporate Mobilization Plan. The magnitude of the event drives the required resources and personnel. (BES) has always met those requirements on every project as evidenced in our letters of recommendation.

For example we draw specific attention to our recent activations for 2023 Hurricane Idalia and 2024 Hurricane Helene which required immediate mobilizations for large scale areas, 2017's Hurricane Irma where (BES) had over 300 crews operating in response to 31 simultaneous activations and Hurricane Wilma where we mobilized and operated equipment in 9 local communities. Similarly, in Kentucky for the Kentucky Transportation Cabinet Districts that covered 5 counties. (BES) managed over 1.8 million cubic yards of ice storm debris during that event. (BES) brings the right resources for the job and the supporting equipment to keep them working.

For well over 3 decades, (BES) crews successfully met every challenge within schedule, maintaining quality, and within the contracted budget. This is possible when other response firms fail because of our unique combination of talent and commitment. (BES) pulls equipment and personnel resources to facilitate our responses to our clients without disrupting the day-to-day business of our core work.

Additional Staff Resources	
Operations Incident Commander Founder / CEO	<ul style="list-style-type: none">• Miscellaneous oversight and management functions• Client relationships and customer service• Authority to bind (BES) on all matters relating to debris management and operations on all projects
Senior Logistics Manager	<ul style="list-style-type: none">• Provides strategic direction and guidance for all operations personnel• Miscellaneous oversight and management functions• Authority to bind (BES) on all matters relating to debris management and removal• Resolution of project issues associated with FEMA's Public Assistance Program
Operations Manager	<ul style="list-style-type: none">• Proper field documentation by staff and client representation

	<ul style="list-style-type: none"> • Crew supervision • Management of field/crew foreman • Coordination of equipment/personnel assigned to operational area • Communication between client representatives and staff • Solely responsible for coordination between multiple DMS • Personnel supervision of DMS staff • Layout and Maintenance of all DMS • Overall Project Safety Officer
Field Superintendent(s)	Logistical field support
Subcontractor Manager	Manages all aspects of subcontractor engagement
Subcontractors	Highly diverse, trained, qualified MWBE entities
Fleet Managers	Manages all aspects of owned and rented units
Program Managers	Coordinates all program aspects of entire project
Field Contract Administrator	Ensures compliance to contract in field
Operations Support (HR, Controller, and Contracts)	Highly experienced and trained staff to facilitate operational matters at corporate site
Data Center Manager(s)	Highly experienced and trained staff to conduct
	data receipt, analysis and distribution

(BES) has a strong commitment to hiring local small and minority-owned businesses. Our experience has shown that hiring local enhances returning communities to normalcy. Our experience has proven that in the early hours of response, most local businesses are caught up in the disaster event and unable to respond. As operations ramp up (BES) will add local business as they recover and become operational.

Larger category events require advanced methodologies to respond within 24 hours or less timeframes. We have long-term standing agreements with contractors for instant activation as dictated by the size of the event. For each client, we will work closely with our long-time partners.

Spotlight on Key Long-Time Partner

One such example is DTS/DKM out of Greer South Carolina. Together (BES) and DTS/DKM have provided emergency debris services for several decades and 6 large scale category 3-5 events such as Hurricanes Michael, Irma, Matthew, and Wilma. DTS/DKM provided additional trucking and debris site management support.

Subcontractor Management

While the degree of subcontracting varies per event, **getting the community back on its feet quickly** is a (BES) prime focus. That philosophy drives the first line of subcontract resources from bringing local hires if in fact locals are available and have not fallen victim to the event. Nonetheless, as local subcontract resources come online, they have preference in engaging in operations over out-of-town subcontractors.

(BES) generally performs small events up to medium Cat 3 events with our own crews and equipment. For events of greater than a medium Cat 3, (BES) will typically subcontract 70 percent of the response. Each subcontractor, local and non-local, is assigned a (BES) mentor with appropriate construction management and/or engineering experience. We have learned through considerable experience that this arrangement minimizes miscommunication between our staff and local subcontractors and enhances overall quality and performance by instilling our health and safety (H&S) and quality philosophies in them. Our site superintendents ensure frontline supervisors maintain a high level of quality assurance.



(BES) embraces and enforces its safety culture on every project, but especially on emergency response projects where local subcontractors need to be indoctrinated into our culture and trained in all aspects of (H&S), as well as full comprehension of the SSHP and APP. Although (BES) employees understand the safety program, we may use numerous local subcontractors who might not be as adequately trained. Therefore, we have created a program specifically to address this and bolster our subcontractors' safety performance.

Small Business Participation

(BES) has a strong history in support of small and local business participation. Our robust small business participation program has proven successful through similar large-scale disaster events. Additionally, as a condition of our subcontracts, subcontractors are required to establish similar goals to ensure small business utilization. This roll-down mandate helps maintain a thorough utilization of area small and local businesses who can provide disaster recovery services.

Until an event is eminent it is sometimes difficult to name, and guarantee subcontractor participation, be it large business or M/WBE participation. Our subcontracting plan fully meets the requirements of 2 CFR 100.321, FAR 52.219-9(d) and is based on FAR 19.701. Our plan covers base goals and includes the types of services to be provided.

LIST OF POSSIBLE SUBCONTRACTORS TO BE USED	
DKM	Minority / Woman Owned
Bob's Barricades	
Sunderland Trucking	
Grubbs' Emergency Services	
GJS Tree Service	Minorty / Woman Owned
Daniel's Tree Service, Inc.	



Types of Subcontracted Services

Supplies / Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Automated Debris Management System (ADMS)		X					
Debris Removal from Public Roads, Streets, and ROWs, and Hauling to Debris Management or Final Disposal Sites (Vegetative)	X	X	X	X	X	X	X
Debris Removal from Public Streets and ROWs and Hauling to Debris Management or Final Disposal Sites (C&D)	X	X	X	X	X	X	X
Vegetative Debris Reduction at Debris Management Sites includes site management	X						
Final Disposal of Reduced Chips	X	X	X	X	X	X	X
Testing of Ash and Disposal at LandFill	X	X	X	X	X	X	X
Removal of Freon Containing White Goods (refrigerators, freezers, air conditions, etc) includes Freon removal	X	X	X	X	X	X	X
Removal of Non-Freon Containing White Goods (washers, dryers, water heaters, stoves, etc)	X	X	X	X	X	X	X

Construction of Inspection Towers	X	X	X	X	X	X	X
Construction of Hazardous Waste Containment Area	X	X					
Household Hazardous Waste Separation and Removal Crew	X	X					
Debris Separation Crew	X	X	X	X	X	X	X
Search and Rescue Support Crew	X	X					
Emergency Road Clearance Crew	X	X	X	X	X	X	X
HTRW Separation Crew	X	X					
Equipment Transportation for Mobilization, Demobilization, and Operational Support	X	X	X	X	X	X	X
Demolition of Structures	X	X	X	X	X	X	X
Debris Recycling for Beneficial Reuse	X	X	X	X	X	X	X
Rental and Operation of Equipment	X	X	X	X	X	X	X
General Labor	X	X	X	X	X	X	X
Safety and Loss Control Services	X	X	X	X	X	X	X
Quality Assurance / Quality Control	X						
Environmental Services including but not Limited to Emergency Response, Spill Containment, Testing	X	X					
Contract Administration Support	X	X	X	X	X	X	X
Administrative Support	X	X	X	X	X	X	X
Accounting / Auditing	X	X	X	X	X	X	X
Workforce Housing	X	X	X	X	X	X	X
Fuel Services	X	X	X	X	X	X	X

Custodial Services	X	X	X	X	X	X	X
Equipment Maintenance	X	X	X	X	X	X	X
Food Services	X	X	X	X	X	X	X
Real Estate Support	X	X	X	X	X	X	X
Regulatory / Legal Support	X						

We make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

1. **Outreach efforts to obtain sources.** When a determination has been made concerning which division Bergeron Emergency Services, Inc. will support, we will publicly advertise and post subcontracting opportunities specifically for small women-owned, veteran-owned businesses. This program will be in good faith to ensure the inclusion of the local small business community for that respective region.
 - a. Contacting minority and small business trade associations.
 - b. Contacting business development organizations and local chambers of commerce.
 - c. Attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs.
 - d. Requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources.
 - e. Conduct market surveys to identify new sources.
 - f. Identify local trade papers and local trade organization focusing on SB, SDB, WOSB, HUBZone, VOSB and SDVOSB.
 - g. Coordinate with local government to acquire existing lists of pre-identified SB, SDB, WOSB, HUBZone, VOSB and SDVOSB in the Presidentially Declared/FEMA Designated Disaster Area.
2. **Internal efforts to guide and encourage purchasing personnel**
 - a. Presenting workshops, seminars, and training programs.
 - b. Establishing, maintaining, and using Small, HUBZone small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business source lists, guides, and other data for soliciting subcontracts.
 - c. Monitoring activities to evaluate compliance with the subcontracting plan.

3. Other Additional efforts

1. Contact local governments for lists of pre-qualified and pre-identified Small Businesses

Subcontractors are identified through the following source lists and organizations:

- ▶ Lists produced by minority and small business trade associations.
- ▶ Lists produced by business development organizations.
- ▶ Requesting sources from the System for Award Management (SAM), Dynamic Small Business Search, which integrated data from the SBA PRO-Net database.
- ▶ Attending small and minority business trade fairs and procurement conferences.
- ▶ Host Workshop and Recruiting Seminars for Small Businesses in affected areas.
- ▶ Contact local governments for lists of pre-qualified and pre-identified Small Businesses.

(BES) holds over **50 contracts** throughout the Southeastern area of the United States. (BES) has the resources to handle this broad spread of contracts. We have **never failed to respond** to a call to action from our clients.

One of the most efficient, large-scale, response models to ever be developed for rapid deployment is that of the National Forestry Service and their integration of the National Incident Management System (NIMS). Their operational approach to wildfire suppression has facilitated the deployment of thousands of pieces of heavy equipment, thousands of firefighting and support personnel as well as all necessary ancillary support equipment and personnel. Wildfire suppression activities typically take place across large geographical areas, like large scale debris management operations that require established communication conduits and an established incident management system across multiple areas/multiple contracts. Exhibit 16 provided our success in responding simultaneously in multiple Contracts/jurisdictions regardless of United States location.

With that in mind, (BES) has modeled our large-scale deployment approach after that of the National Forestry Service utilizing NIMS. Our approach to this system has been tailored specifically for debris management operations, FEMA, the Federal Highway Administration (FHWA), and Public Assistance Programs. Unlike firefighting, the resources required for debris management operations can vary immensely based on the type and characteristics of the event. The assets required for debris management as a result of a hurricane may differ tremendously from the assets required for a terrorist attack or an earthquake. Some events, such as a hurricane, have advance notice for preparation and deployment, where other type events, such as an earthquake or terrorist attack are sudden unforeseen events and require pre-established plans for successful management.

Therefore, we have developed “typed” equipment/personnel packages that would be pre-identified in the case of an unforeseen event and/or pre-staged for an advance notice event. The make-up of these packages is dependent on the variables associated with each type of event and configured to meet the expected impacts of an event. The proper equipment/personnel for an event can easily be mobilized to meet the needs of the particular event by deploying the proper package. In addition to the equipment and personnel, the proper management structure is also deployed with each package. Depending on the package deployed and the number of packages deployed, management will be adjusted appropriately following the NIMS. The incident command structure will limit the span of control of each area of operation and provide for a defined communication structure.

The geographical boundaries or Regions established, by the client for this solicitation require a structured and controlled deployment. By establishing baseline deployment packages, it is fully understood what the client should expect for each task order in each area. This is the most comprehensive approach that we have experienced in the industry and can easily be tailored to meet the specific needs of the client. Moreover, it has been “tried and true” over and over by the National Forestry Service on numerous firefighting operations.

Our response structure is designed to **identify issues before they happen**. Should an issue arise, our chain of command directs information back to our executive team, who directs the flow correction with the assistance of the Project Manager, Contracts Liaison and FEMA expert.

(BES) has a **well-established and proven approach to the mobilization, clearance, debris site management, and disposal, and coordination** with FEMA, USACE, State, and client regulatory requirements. (BES) has the advantage to seamlessly connect and interact with the client’s debris management systems.

History of Reliability				
Event	Year	Total Activations	Total Crews	Total Equipment
Hurricane Helene-VDOT	2024/2025	1	Ongoing	Ongoing
Hurricane Idalia-FDOT	2023	2	350	625
Hurricane Michael	2018	9	65	35
Hurricane Irma	2017	31	500	750
Hurricane Matthew	2016	4	45	75
Spot Events				
Curbside Debris Pickup	2015	24	10	10
Curbside Debris Pickup	2014	21	10	10

Curbside Pickup	Debris	2013	21	10	10
Superstorm Sandy					
Tropical Storm Isaac		2012	7	10	10
Tropical Storm Debbie		2012	7	10	10
Spot Events					
Curbside Pickup	Debris	2011	21	10	10
Curbside Pickup	Debris	2010	21	10	10
Kentucky Ice Storms		2009	5	500	3500

Compliance

(BES) has **several decades experience of operating under FEMA** disaster debris removal process. As with accurate and timely billing, the key is to understand not only the requirements of each, however, the differences between them and developing a process that meets them all. As demonstrated through our past performance section, our process meets the requirements of all agencies. The two key federal agencies funding and reimbursement are the Federal Highway Administration (FHWA) and FEMA. (BES) has never had a claim found during audit process that ever required reimbursement by the client.



FEMA

Compliance is directly related to understanding the FEMA Public Assistance Programs organizational structure as it relates to FEMA, the client, and the local jurisdiction. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the State that will define the responsibilities and accountabilities for the federal and state governments. The State having requested federal assistance for the recovery through application by the Governor, becomes the "Applicant". Local jurisdictions requesting federal assistance through the State are "Sub-applicants" with no direct contractual relationship to FEMA.



Federal Highway Administration Emergency Relief Program

The Federal Highway Administration Relieve Program is Congress authorized program from the Highway Trust Fund for the repair or reconstruction of federal-aid roads and bridges which have suffered serious damage as a result of natural disasters, or catastrophic failures from an external cause. By law, the Federal Highway Administration (FHWA) can provide up to \$100 million in Emergency Relief (ER) funding to a state for each natural disaster or catastrophic failure that is found eligible for funding under the ER Program.

Under this program, the FHWA will reimburse disaster-affected communities for eligible costs associated with clearing, removing, and disposing of disaster related debris from federal-aid roads. This pertains only to the right-of-way (ROW) on federal-aid routes and, within that ROW, only to the travel way, shoulders, cut and fill slopes, drainage ditches and structures. Debris that is brought to the ROW from public or private property adjoining the ROW is not eligible for FHWA reimbursement. The FHWA debris reimbursement process will pertain only to first pass debris clearing tasks and will include only eligible debris within the ROW. Reimbursement for the cost of subsequent debris removal passes will be the responsibility of other agencies having jurisdiction, such as FEMA. Typically, approved ER funds are available at the pro-rata share that would normally apply to the federal-aid facility damaged. For Interstate highways it's an 80/20 ratio. Other federal state and local cost sharing is 75% FEMA, 12.5% state, and 12.5% city, county, municipality. Below is a list of agencies involved in disaster response recovery.



Program Differences

Debris Removal Differences:

- ▶ FHWA pays for first pass on federal-aid eligible roadways; FEMA pays for subsequent passes on federal-aid roadways if not funded under the ER program.
- ▶ FHWA reimburses 100% for first pass on federal-aid eligible roads for work completed within the first 180 days.
- ▶ FEMA reimburses 75% for all passes on non-federal-aid roadways (70 hours of time and material contract expenses at 75%) for work completed within the first 180 days (private roads typically excluded).
- ▶ FHWA and FEMA reimburse for the removal of hazardous trees and limbs in the interest of public safety; FEMA does not pay to replace trees.
- ▶ FHWA pays for stump grinding if essential; FEMA pays for eligible stump grinding if it is the effective measure and for safety reasons.
- ▶ First pass under FHWA is considered debris removal.
- ▶ All debris passes on non-federal-aid eligible roadways under FEMA is emergency work Category A.
- ▶ Initial push on non-federal-aid roadways limited by FEMA to 70 hours for time and material contract expenses and reimbursed at 75%.
- ▶ Initial push on federal-aid roadways reimbursed by FHWA at 100%.
- ▶ Applicant must separate FHWA vs. FEMA quantities during the debris removal process.

Debris Removal In areas where FEMA Public Assistance is available following a natural disaster, debris removal will not be reimbursed by FHWA. This is a recent change due to passage of MAP-21 legislation.

The FHWA must have a Governor's Proclamation of a State of Emergency or a Presidential Declaration of a State of Emergency to activate the ER program. FHWA considers the ER event to be the physical date of landfall of the hurricane or tropical storm. A repair is classified as an eligible emergency repair by the FHWA if it is performed during (meaning after landfall for hurricanes) and immediately following a disaster and one of several criteria are met.

Approach

Our approach will ensure you achieve your primary goal - **to provide your citizens with life, health, safety and the general public**. (BES) quality, cost effective, response that follows the guidelines of FEMA, FHWA, local, state, and federal rules and regulations.



(BES) Six Step Process

Bergeron Emergency Services, Inc. staff with **proven track record of commitment to client's needs** attend disaster recovery training/exercise and preventative meetings. Successful response completion provides post event updates and reports as needed. Our structure is designed to meet both FEMA and the client's needs. It is designed very simple – every step along the way is focused on why you are conducting the response, how you define success, your goals, and expectations. The client's input is essential to the success of this project. We will listen to your concerns and objectives, and work with you to make logical, informed decisions. We will always provide our opinions and advise you, even if different from yours, to express what we feel is in your best interest so you can make informed decisions. These open discussions, from the beginning to the end, will always result in a better outcome because everyone is focused on what provides you the most benefit.

Operational Capabilities

(BES) understands the client is seeking a qualified, experienced emergency debris removal contractor to provide and support the client with the materials, equipment, transportation, supervision, and all other services necessary to respond to an emergency event in a fast and efficient manner.

(BES) will provide all the necessary materials and equipment necessary to return the client normalcy quickly and efficiently after an emergency event. Our response is based in FEMA and public funding requirements. (BES) has never had a claim rejected. As described in the client's solicitation, (BES) will provide all the necessary reporting and documentation requirements such as daily, weekly summaries, data reconciliation, and final closeout. We have no exceptions to the client's solicitation. Our vehicles have valid registration, insurance

and meet all applicable motor vehicle requirements. Likewise, our staff holds the necessary FEMA, NIMS, and other response requirements and will participate in client training and briefing sessions.

Step 1: Identify Requirements:

Our key staff, led by the Operations Manager, will meet with the client to pre-plan event responses, training, and the pre-staging of equipment for larger responses. During training or actual events, our team continually assesses what operational elements are necessary to support a successful and expedited debris operation. For instance, one of the major factors in supporting a large-scale debris operation is the proper selection of debris management sites. (BES) will assist the client in identification of additional sites at the request of the client. Identification of adequate procured and permitted acreage is critical to getting debris operations off the ground.

There is a myriad of debris management issues that must be addressed prior to any event happening. Notwithstanding, (BES) possesses the skills to provide turnkey large-scale debris management post storm operations as well if there has been a breakdown in your planning efforts.

Critical:

The ability to identify your specific need for any type of disaster is an important key to project success and maximizing reimbursement potentials.

Step 2: Order and Acquire:

If your jurisdiction finds itself impact by a disastrous event, the response must be immediate. Our team possess the skills to rapidly assess the impacts and deploy the “proper” assets to effectively handle your debris operations. Disaster events can generate up to four times the debris a community typically handles in a year’s time.

Critical:

Deploying the right equipment for the job, the first time, is paramount to success. (BES) is self-sustained during disaster operations to the extent that we provide housing provisions for our crews, fuel and maintenance on our equipment and purchasing or short/long term leasing of support equipment. By having preferred vendor status with most of the larger equipment suppliers nationwide, we can supplement our forces with the tools necessary to succeed and meet your required project timelines.

Step 3: Mobilization:

Our Mobilization/Operation Plan is specifically designed to meet FEMA’s, FHWA, and other regulatory/government requirements. We understand that clearing client’s maintained streets, roads, and highway rights-of-way is critical to getting the client and surrounding community back on its feet. (BES) has the staff resources and

equipment to clear right-of-way, provide removal and disposal operations, and manage debris site operations.

During implementation of services, (BES) will attend all meetings convened by the client with respect to the response effort, when directed by the client to do so or otherwise necessary to carry out the work. (BES) will mobilize and transport all necessary supplies, equipment, materials, and personnel for animal carcass collection and management sites, vehicle and/or vessel aggregation sites, and build out the improvements to the sites required for operations.

Critical:

Mobilizing of trained personnel within 24 hours or less from NTP and removal of debris within the requirements of FEMA and other regulatory requirements. (BES) will obtain clearance from underground or overhead utilities and from property owners and government entities for each location, including vegetative and C&D DMS. (BES) and/or its subcontractors will have equipment and vehicles prepared to mobilize upon the first notification to manage animal carcasses or recover vehicles/vessels, should the client task (BES) to do so.

Step 4: Track and Report:

We work closely with the monitoring company to be well-versed on the latest and greatest equipment that is FEMA compliant and approved.

Critical:

Real-time data for optimal reimbursement.

Step 5: Recover/Demobilization:

Our well-defined organizational structure is designed to move seamlessly from initial response to recovery and demobilization. Our organizational structure provides clear written instructions that ensures effective teamwork, and a unified, fully integrated and coordinated response capability. (BES) will ensure the client has a contractor team that understands disaster response, knows how to execute quickly and effectively, and can comprehensively support the mission to respond to a disaster, mitigate the immediate impact, and quickly begin the recovery action that is required to restore the client as quickly as possible. Our past performances and our years of experience fully demonstrates our capability to respond to disaster situations. Our experience and our documented performance show that we understand how to mobilize, deploy, engage small and large business sub-contractors and work with public officials with disaster response management. We apply that experience and work to maintain and continuously improve our capability to ensure we are prepared to respond quickly and effectively to support the client disaster response mission. Your recovery begins as soon as you choose (BES) as your contractor. Planning begins immediately and the key to successful recovery is planning.

Critical:

If you fail to plan... you plan to fail!

Stage 6: Reimburse:

(BES) has provided public assistance program management for many municipalities across the nation. Our company has developed a user-friendly approach to gathering and sorting the multitudes of documentation that is generated during disasters and required for timely reimbursement from Federal funding sources. Numerous types of documentation must support the reimbursement claims submitted by the applicant to maximize its reimbursable potential.

By utilizing FEMA forms and forms created by (BES), the client can begin generating a bank of files to eventually transpose to the FEMA forms that will be submitted for approval. By following the Public Assistance Program Management Guideline proposed to you, (BES) offers assistance in all categories under the Public Assistance Program (A-G).

Critical:

Project reporting systems develop around and using FEMA, FHWA and Public Assistance forms and requirements







Approach and Workplan

Our approach and method for the scopes of work and scenarios of different types of events provided in the client's solicitation is the same for each event. What will differ for each scenario of event types is the quantity and type of crews. **It is tailored to your needs.**

This section describes how the work will be accomplished, the operational processes for debris removal, the quality control process, the operational process for debris reduction sites and how FEMA requirements will be met.

Methods for Mobilization/Demobilization

Mobilization is relatively the same for each area of operation be it removal and disposal, right-of-way clearance, or site management. Critical to mobilization is resource management.

Resource management should be dynamic in nature to support any event and be adaptable to changes. Efficient and effective deployment of resources requires that resource management concepts and principles be used in all phases of debris management and event response.

Our resource management process is separated into two parts:

Part 1: resource management as an element of preparedness, and

Part 2: resource management during an event.

The preparedness activities (resource typing, credentialing, and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an event. Resource management during an event is a finite process, with a distinct beginning and ending specific to the needs of the event.

Our startup procedures are based on responses to more than 300+ emergency storm related events including hurricanes, tornados, ice storms and other environmental responses. We phase our startup to coincide with our client's needs combined with event details.

Mobilization

Our Mobilization/Operation Plan is specifically designed to meet FEMA's, FHWA, and other regulatory/government requirements. We understand that clearing client-maintained streets, roads, and highway rights-of-way are critical to getting the client and surrounding community back on its feet. (BES) has the staff resources and equipment to clear rights-of-way, provide removal and disposal operations, and manage debris site operations.

During implementation of services, (BES) will attend all meetings convened by the client with respect to the response effort, when directed by the client to do so or otherwise necessary to carry out the work. (BES) will mobilize and transport all necessary supplies, equipment, materials, and personnel for animal carcass collection and management sites, vehicle and/or vessel aggregation sites, and build out the improvements to the sites required for operations.

We will assemble the appropriate number of crews required to meet the client's mobilization requirements. (BES) will obtain clearance from underground or overhead utilities and from property owners and government entities for each location, including vegetative and C&D. (BES) and/or its subcontractors will have equipment and vehicles prepared to mobilize upon the first notification to manage animal carcasses or recover vehicles/vessels, should the client task (BES) to do so.

Our mobilization plan is based on a three-phased response approach. Changes in the response and/or activation are triggered by official government watches/warnings and new updates regarding a potential event, or in anticipation of Task Orders from the client. Descriptions of each phase of response as they would relate to our mobilization for the client are as follows:

Demobilization

Typically, as operations began to scale down, we will notice a Exhibit 25: Three Phases of Mobilization marked drop in production due to multiple passes being made as required. When "expected decreases" in production are encountered, (BES) will work with client's staff to allocate proper resources to meet project deadlines. As crews complete their area assignments, client's staff or their designee, is requested to "close out" that area. Once the area is officially closed out, the crews are released, and demobilized. This will continue until all areas are completely closed out. (BES) owned equipment is the last to leave and will serve as a "mop up" crew to make sure any punch list items are handled. Upon completion of all area close outs, the client is requested to sign a project release to allow (BES) to finalize demobilization

Geographic Area Management

Our project organizational structure is designed around a zoned and phased approach for debris removal and disposal services. Our task organization structure allows authority to flow down to the lowest practical level to avoid bottlenecks in decision-making. This structure also fosters communications and operations not only within the team but with other contractors as well. The structure shows clear lines of authority and the reporting chain for the execution of the contract, quality control, and safety organizations. All key positions are identified on the chart by title, and organization, as noted in the exhibit's legend. Our structure provides a precise, logical manner that shows the relationship between the team personnel, support staff, and local subcontractors. This approach and structure are the base of responses for debris removal and management for all events including ice storms, hurricanes, tornadoes, floods, and other environmental causes.

This structure provides for efficient long-term and day-to-day operations across the client, encourages open communication, and independent safety and quality reporting. The organization allows for interaction and consultation between all members of the project team, subcontractors, other contractors, the client, government, and funding organizations. (BES)'s organization structure has a succinct and efficient area operations (AO) team that consists of our executive / management team.

Because the AO Team is minimal, they can efficiently distribute oversight for the debris removal services, and other assigned client projects. Our organizational approach provides the benefits of AO oversight to ensure consistency of execution within the bounds of corporate procedures and practices. Oversight by the AO ensures efficient system support and enables the team to share lessons learned on removal services for the client.

Our Contract/Subcontract Management Administration and Regulatory Compliance Manager oversees all administrative contract/subcontract and regulatory compliance under the contract. This Compliance Manager reports directly to the Operations Manager and interfaces directly with the client. The Contracts and Regulatory Compliance Manager is at the heart of our management and integration strategy managing, coordinating, and tracking all contract objectives, including costs, schedules, safety, quality, procurement, regulatory compliance, FEMA process, and performance objectives. This organization results in an action/results-oriented structure with clear reporting and communication lines, responsibilities, authorities, and accountability. This Manager is supported by the balance of our organization for safety, quality, project controls, procurement, engineering, construction, and regulatory compliance.

Prior to commencing debris removal operations and within three days, or as required in the client's Task Order, (BES) will submit to the client's C=contract coordinator, or as directed, the following plans.

- ▶ Operations Plan - Describes the organizational structure and additional key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the specific geographical area management, and the following additional plans.
- ▶ Contractor Quality Control and Operations Plans -
 - > Draft Site-Specific Health and Safety Plan (SSHSP),
 - > Accident Prevention Plan (APP),
 - > Activity Hazard Analysis (AHAs),
 - > A copy of the (BES) Contractor Quality Control Plan (CQC),
 - > Approaches to waste reduction and through Beneficial Re-Use, all specific to the Task Order and AO, and
 - > Subcontractor quality control.

The operations plan indicates where operations begin, and which streets/roads are cleared during the initial period through submission of a 2, 7, and 14-day plan and agreed upon operation locations. final CQC and Operations Plans describing all aspects of the debris management mission are provided no later than 3 days after the Task Order is issued, or as directed in the Task Order.

The CQC and Operations Plans are also updated by the (BES) Operations Manager and CQC System Manager as necessary and as required by the client and/or Contract Coordinator.

Client's Responsibilities

The client's Contract Coordinator is responsible for defining the boundaries of the geographic working area – AO. If changes in the AO boundaries are required, the client is responsible for providing the updates in writing. (BES)'s approach to management within the defined AOs will remain consistent regardless of the assignment. The general process of separating a task order AO into smaller operating elements, sectors and sites, for the purposes of managing operations defines geographic area management. These key operating element subdivisions are:

Divisions and Zoning

After the preliminary damage assessment (PDA), the (BES) Operations Manager, in consultation with the (BES) CQC System Manager, will coordinate with the client's Contract Coordinator to divide the assigned area into Divisions and Sectors. Generally, zones will run on pre-planned routes and often follow current client's rubbish collections and or bus routes.

- ▶ Divisions - are a large geographical subsection of an OA, a division is a quadrant of the client; the number of quadrants is identified by the client and (BES) Operations Manager.
- ▶ Zones - May be further divided into sub-zones, i.e., 1A, 1B, 1C, using a s grid system that incorporates neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area.

In most cases, zone size will correlate conversely to the residential household numbers or population density. This will create larger zones in rural areas, medium zones in semi-urban areas, and smaller zones in urban areas. Zones are designed to split the AO Division into manageable sizes based on event impact that will generate approximately the same quantity of work to perform (cubic yards of debris, numbers of white goods, roads to perform emergency road clearance, etc.). The intent of this approach is to provide steady production levels and avoid peaks and valleys that would negatively impact the recovery effort by having to continually expand and contract the number of crews, CQC representatives (CQCs), and client representatives (Quality Assurance (QA)/Quality Assurance Supervisor (QAS) operating in the field.

Zones are also arranged in a manner to provide for the shortest hauling distances from all areas. They may be further divided for the purpose of adding additional crews into the area. This process typically occurs if the workload/volume increases in a zone, or as additional crews become available through attrition of workload/volume in other zones.

Division, and zone maps are generated using a professional geographic information systems (GIS) application that will tie in with the DMS and CQC software. The maps are produced and distributed to all (BES) CQC personnel at all levels, client QAS, and field supervisory personnel to ensure systematic and methodical planning as well as efficient and effective operations. Zone maps are distributed to site managers and crews to ensure compliance with the established Geographic Area Management Plan. These maps vary in size and scope captured, from large division maps for overall operational planning to zone and site (street level) maps for distribution to field supervisor and crews performing the work.

Division and Zone Managers

The (BES) CQC Division and Zone Managers are responsibility over all CQC activities within a defined Division or Zone and report to the CQC Division (Area) Manager or Assistant Division (Area) Manager. In addition to the details of duties discussed in the (BES) CQC plan and Debris Management Plan, Zone Managers are responsible for continually collecting information, not only from their own observations, but from all available sources including joint surveys with client QA/QAS personnel, CQC Zone and Site Managers, and/or state and local representatives.

Zone Managers

- ▶ Review and track the daily progress of work via the iPad based CQC technology, for compliance with, as well as adaptability and practicality of, the developed geographic management plan.
- ▶ Make changes to the geographical management plan for their zone when necessary to ensure the most efficient and effective use of resources for the highest level of production and safety.
- ▶ Qualified and empowered to make immediate adjustments in the field to prevent any delays, decreased productivity, and/or identified safety hazards.
- ▶ Engaged with their client counterparts daily to discuss successes and failures of operations within each zone.

It is essential that communications occur at this operational level, especially when finalizing areas for closeout. A zone closeout plan is developed based on joint surveys conducted by zone managers and their client QA/QAS counterparts and may include any number of officials from authorities having jurisdiction.

The (BES) CQC and ADMS systems have the capability to produce in-field real time crew, production and other CQC reports that can be referenced and utilized by zone managers, higher level CQC command and client QA/QAS to verify and ensure production requirements are being met or if modifications need to be made. These forms and data are accessible by any authorized user both from a web-based server and an on-site server. Having real time access to this information allows each zone manager to preplan for the next day's operation and develop more long-term strategies and plans. The CQC Division (Area) Manager reviews each of the zone manager's plans for, and make any changes necessary to, the zone manager's area of responsibility (AOR).

Loading, Hauling and Reduction of Debris

Haul Distance to DMS or Final Disposal from Each Zone. A major influence on debris collection production levels is haul distance. Loads from each Zone should be delivered to the closest DMS or final disposal location available to receive the debris classification being transported. Production capabilities and the cost to the government are directly proportional to haul distance. Additionally, the overall safety of the operation is also directly proportionate to haul distances. The shorter the haul distances, less than 10-15 miles on way, the more productive the operation, the less costly, and the less chance of a safety incident, such as a major accident involving loaded trucks.

Equipment Grouping– Crew Packages

(BES) offers a balance of resources. We match the volume of material to the number and location of debris management sites and place the specific amount of equipment and crews to provide continuous movement of debris. More does not necessarily mean better. This method reduces and often eliminates backup of debris trucks waiting to offload at debris sites and provides the following efficiencies.

- ▶ Continuous movement of removal
- ▶ Reduces/eliminates offload wait times
- ▶ Reduces overall removal times
- ▶ Provides safety
- ▶ Eliminates traffic congestion

(BES) has developed specific crew “packages” to streamline both management and response times. Each package is considered a “crew”. Crews are accompanied by appropriate safety, and/or traffic control personnel and devices (i.e., flagmen, cones, signage, PPE, air monitoring equipment, testing equipment, and other ancillary equipment) as necessary and required. Each piece of equipment/vehicle listed is operated by a qualified equipment/vehicle operator. Multiple crew packages and the make-up of specific crew packages are dependent upon the operational requirements of the sector or zone, actual conditions resulting from an event, local contractor’s available equipment, and direction from the client.

In general, (BES) will provide the minimum number of crews to commence debris removal operations within the required time identified in issuance of the notice to proceed (NTP). Additional crews are added as the event evolves.

Construction and demolition debris may require hauling directly to final disposal site from point of origination, if reduction of construction and demolition is prohibited by Federal EPA, Local, or State standards. All field supervisors ensure that all hauling operations comply with local, state and federal DOT standards in effect at that time and ensure compliance with the Corporate Safety Plan.

Field Supervisors/Crew Foremen Responsibilities

- ▶ Field supervisors report to the senior field supervisor.
- ▶ Ensure work is conducted only in those areas designated by the client. Supervisors will not allow work to commence in additional areas until directed by the client's authorized representative.
- ▶ Safety of all personnel and equipment.
- ▶ Collection of daily personnel and equipment time logs, and their distribution to (BES) designated representative(s) with a copy given to the client.

- Ensuring accuracy, completing CQC and collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms.

Crew foremen report to their designated supervisor. Foremen are responsible to ensure work assignments received from their supervisor are completed to the requirements of the client task order. Foremen are responsible for maintaining the daily personnel and equipment time logs.

Experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective. All supervisors use the FEMA approved check sheet provided by (BES) Safety Officer and or the check sheet provided by the client to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Operations

All field supervisors ensure that all debris-hauling operators are licensed and/or certified to operate required equipment. All debris-hauling operators are given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the client. All debris haul operators visibly display colored signs provided by (BES) and, if applicable, the client. (BES) signs are secured, weather-proof signs will be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the client are displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the client. All signs are removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss.

Colored paper signs/passes are displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to enter work sites. Each sign/pass contains the following information: company logo, contract location, the client name, contract number, truck number, date of issue, supervisor name/signature.

All debris pick-up and haul operators maintain the numbered debris hauling/transportation documentation/verification form "(BES) Debris Transportation" or tickets provided by the client. Each form contains specific directions. All supervisors ensure that all employees using and/or inputting information on the form are procedurally trained. Each supervisor is responsible for maintaining a supply of the required forms. Forms are distributed by supervisors/foremen to debris haul operators during debris pick-up operations. All debris haul operators maintain daily ticket/haul records that are turned into field supervisors, with copies of load tickets at close of business each day.

Collection of HHW

Crews (1-truck, 2-technicians) make passes through assigned affected areas. Once the team has a full load, they return to the collection site(s) to off-load materials.

Collection of Other Materials

- ▶ **Asbestos Containing Materials:** (BES) has the licensed personnel to remove, package, and dispose of known or suspect asbestos containing materials. If any suspect material is found, (BES) has inspectors and certified personnel that can sample, remove, package, and dispose of regulated- and non-regulated asbestos containing materials.
- ▶ **Hazardous Waste, Biohazardous Waste or Other Contaminated Waste:** If directed, (BES) will remove, package, and dispose of all labeled hazardous waste, bio-hazard waste, or any other contaminated waste.
- ▶ **White Goods Containing Freon or Chlorofluorocarbons (CFCs)** (refrigerators, freezers, air conditioners, etc.): For the collection of white goods, a crew consisting of a truck/trailer, skid steer, hand truck, and two recovery technicians. At the curbside, the crews will temporarily secure the door(s) and load the unit on the truck for transport.
- ▶ **Cleaning/Staging White Goods containing Freon or CFCs:** Once the white goods reach the staging area(s), they are staged separate from the HHW. The units are opened and putrefied foods inside the unit is placed into containers, each empty unit is sprayed with a sterilization solution. The area for the putrefied foods is limed as needed to control the anticipated odor problems. The unit is then moved to the Freon removal station. Any white goods that could potentially contain Freon or other CFCs will not be disposed of until they have been certified or confirmed as being free of Freon or CFCs. These are staged separate from the white goods that do not contain Freon or CFCs. Crews at the staging area consist of skid steer, equipment operator and recovery technician.

Removal of Putrefied Foods from Warehouse or Commercial Stores: Removal of large quantities of food, require a different level of PPE. The hazards involved are much greater, including the risk of slips, trips, falls, and cuts. Equipment such as roll off units will be required for the disposal.

- ▶ **Street Collection of Non-Freon White Goods:** (BES) crews for street collection of the non-Freon white goods consist of a skid steer, truck, two dump trucks, two drivers, equipment operator, and a recovery technician. The units are picked up at curbside with the skid steer and loaded into the dump trucks. As the non-Freon units are

loaded, the skid steer moves the Freon units to an unencumbered curbside area for pick up by the Freon unit crews. The other white goods are transported a client designated landfill.

- ▶ Residential E-Waste, Small Tools and Equipment: Any waste that can be recycled is taken to the staging area(s). Batteries are removed where applicable and be placed into drums for disposal. Any equipment containing fuel/oils are staged and the fuel/oils are removed prior to disposal. Any equipment or materials that can be recycled is placed in a separate area for proper disposal.

Debris Disposal

Debris disposal is the pre-planned, pre-approved operation of placing debris in approved DMS sites. Debris disposal operations are segmented into three distinct operations:

1. Haul to and tip at debris disposal site.
2. Physical operation of debris disposal site.
3. Augmentation of debris disposal site permanent staff and equipment.

Disposal Site(s)

A disposal site may be a dump, and/or a landfill owned and operated by private or public sectors. Non-burnable debris are disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

Typical Debris Management Site (DMS)

Construction of debris staging site elements commences immediately upon receipt of a Task Order and NTP from the client. (BES) will ensure that debris staging site construction is accomplished as rapidly as possible, because of the criticality of staging sites to the debris removal process.

Field Supervisors/Crew Foremen

DMS field supervisors report to the senior field supervisor and have the following responsibilities.

- ▶ Management of all operations of the DMS to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security and remediation.
- ▶ Safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

- ▶ Collection of daily personnel and equipment time logs, and their distribution to (BES) designated representative with a copy given to the client Collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms. Crew foremen will report to their designated supervisor and have the following responsibilities.
- ▶ Ensure work assignments received from their supervisor are completed to the requirements of the client's Task Order.
- ▶ Maintaining the daily personnel and equipment time logs.

Debris Staging

Our management team is ready and able to assist the client with location, permitting, traffic routing, setup, management, and closeout of all the necessary DMS locations. Although the layout of a DMS will vary based on the needs and type of event. DMS site design will reflect the type and quantity of material brought to the site. (BES) has the experience and knowledge in the location and setup of temporary debris sites.

For Example: (BES) owns and operates 5 FEMA approved debris sites. During Hurricane IRMA (BES) processed more than 8.5 million CY of debris. During Hurricane Wilma, (BES) established what became Florida's largest DMS site processing 8 million cubic yards of debris.

Site Access

Separate points of ingress and egress are established when possible. Temporary acceleration and deceleration lanes are established adjacent to the primary road leading to and from site access points, if approved by the client and appropriate authority having jurisdiction over primary road right-of-way. All temporary roads leading to and through the debris staging site should be constructed and maintained for all weather use (i.e., rock laid roads).

Inspection Towers

Inspection towers are constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspection towers are used at each debris staging site. One tower at point of ingress for use by (BES) Representative and the client's Inspector, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. The egress tower is manned by at least one representative from the client.

Traffic Controls

Traffic control personnel, with appropriate traffic control safety equipment, are stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel are stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Safety Plan.

Clearing and Grading

Clearing and grading of debris staging sites are accomplished, to the level required, in accordance with the site management plan and Task Order from the client.

Debris Storage Areas

Debris is segregated into the following four main areas of concern unless otherwise instructed by the client:

1. Vegetative Debris. Vegetative debris is cleaned of C&D debris to the extent possible to facilitate compliance requirements for reduction of vegetative debris.
2. C&D Debris. C&D debris is dampened prior to dumping and periodically as needed, to comply with local, State and federal EPA standards.
3. Recyclable/Salvage. Recyclable/salvageable materials is stockpiled in accordance with Task Order.
4. Household Toxic Waste (HTW). HTW is segregated and stored in a client approved containment area. All site personnel receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HTW containment site perimeter is posted and secured for personnel safety.

White goods are segregated, as required by the client Task Order. White goods are placed and stored until instructed by the client as to its final disposition.

Salvageable/recyclable materials are segregated, as required by the client Task Order. Salvageable/recyclable materials are segregated and stored until instructed by the client as to its final disposition.

Debris Reduction

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a client Task Order or NTP, night operations may be conducted. Night operations will be limited to reduction of debris by burning. Night operations will only be conducted upon a determination by the (BES) Safety Officer and concurrence by the client, that such operations may be conducted in a safe manner.

Grinding, Chipping and/or Shredding Operations

Grinding, chipping, and/or shredding operations are accomplished on all vegetative debris not reduced by burning operations. Grinding, chipping, and/or shredding operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is also the most time consuming and costly reduction operation due to material handling and haul disposal costs after reduction operations have been accomplished. Grinding, chipping, and/or shredding of C&D materials is prohibited by and within numerous jurisdictions. Grinding, chipping, and/or shredding operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the client Task Order.

Grinding, chipping, and/or shredding of vegetative debris is accomplished on the piles of vegetative debris as set out below:

1. Vegetative debris is placed into two separate piles.
The first pile (pile one) is the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.
2. Pile two is started and accumulated until the reduction of the pile one has been completed. At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

All (BES) personnel involved in vegetative debris grinding, chipping, and/or shredding operations receive a safety briefing for all affected job functions. Stockpile chips for temporary storage are picked up by a track-type tractor with blade or a rubber tire loader will pick-up. Chips are loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire. All appropriate fire protection measures are established and maintained in accordance with the site management plan, site safety plan, and the client Task Order. Water trucks will reduce the threat of fire from all types of debris. If necessary, water trucks are also used in fire suppression operations.

HHW is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste.

Acceptable materials include, but are not limited to

- ▶ Waste Oil
- ▶ Waste Fuels
- ▶ Paint
- ▶ Chemicals
- ▶ Antifreeze
- ▶ Pesticides

- ▶ Spray Cans
- ▶ Unidentified Liquids
- ▶ Household Cleaners

Air Curtain Burning/Incinerating / Zero Ash or Smoke Box Burning / Open Burning

Should Air Curtain Burning be required, (BES) will work with the client, and the local Department of Health and Environmental Control (DHEC) in the setup of the approved site. Our air curtain burning/incinerating plan follows all Federal, state, and local laws and requirements. Site setup, operations, and closures is as follows:

- ▶ The local fire marshal and or fire department is notified that burning operations will commence at the client's pre-approved site. Potential for fire hazards, other potential problems related to firefighting that could be presented by the location of the site are noted to ensure that adequate fire protection resources area available in the event of an emergency.
- ▶ Buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and 250 feet from roadways. The PBC Department of Health and Environmental Control are contacted prior to burning operations for the latest updates or changes and to ensure buffers are adequate for he area. Buffers are established to the requirements for ACI device(s), in accordance with Air Quality rules.
- ▶ Weather and rainfall are checked prior to burning, a larger buffer may be needed to accommodate a seasonal high-water table due to on-site soil conditions and topography.
- ▶ Storage areas for incoming debris will be a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- ▶ Storage areas for incoming debris will be located at least 100 feet from property boundaries and on- site buildings/structures.
- ▶ Air Curtain Incinerators will be located at least 200 feet from on-site storage areas for incoming debris, on-site dwellings and other structures, potable water supply wells, and septic tanks and leaching fields.
- ▶ Wood ash stored on-site will be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACI site is located on the same property). Wood ash shall be wetted prior to removal from the ACI device or earth pit and placed in storage. Stored wood ash will be rewetted prior to removal from the site to minimize airborne emissions.
- ▶ Land applied wood ash either on site or off site is managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash is incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.

- ▶ Wetlands are avoided, if possible. If wetlands exist or wetland features appear at the site, verification obtained by the local Corps of Engineers office to delineate the areas of concern. Delineated areas shall be flagged and maintained by 100-foot buffer during all on-going activities at the site.
- ▶ Overhead transmission lines, if existing, are noted and checked to accommodate the large dump body trucks/trailers used to haul debris and the intense heat generated by the ACI device. Underground utilities are also identified prior to digging pits for using the ACI device.
- ▶ Sites are secured to prevent unauthorized access to facilities when not in operation or use. Entrances are locked with gates and cables or blocked with trucks or other equipment when the facilities are closed. Security is provided and maintained at all sites and established at site setup.
- ▶ Signs are posted and easy to see with operating hours and information about what types of clean up waste may be accepted. Signs also state the type of material accepted and by only commercial haulers or the general public may deposit waste.
- ▶ Closeout of air curtain incinerator sites is within six (6) months of receiving waste. Should the magnitude of the event require operation beyond six (6) months, Exhibit 34: Air Burner Overview appropriate permitting will be obtained. If conditions at the site become injurious to public health and the environment, the site will be closed until conditions are corrected or permanently closed.

Environmental Compliance

(BES)'s Environmental Protection Plan incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control. The Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others are incorporated in full by (BES)'s Environmental Protection Plan. Environmentally sensitive areas (i.e., wetlands, habitat, historical sites) within or in proximity to a debris staging site will be avoided, designated as sensitive, protected, and access restricted to the extent possible from adverse impact. All requirements of pertinent environmental standards will be complied with.

History of Environment Protection and Advocacy

(BES) has a long-standing history as an environmental champion from the inception of both companies. (BES) Founder, Owner, and President, Ronald M. Bergeron, Jr. continues his father's commitment to the environment; one of the primary goals of (BES) is to recycle as much as possible with every event and return each event area in better condition than it was prior to the event.

Commitment to Recycling

As a former recycling provider, (BES) holds a unique understanding of debris and waste collection, sorting, and distribution of recyclable materials. (BES) has a five-year history in the weekly collection of recyclable materials and has recycled more than 900 tons of materials per year. We apply this knowledge and experience to each event, calling on recycling vendors from across the client's region and state for acceptance of recycled materials.

Documenting and Resolving Damages

Immediately following a disaster event, damage event. During this assessment period it is crucial for all involved to document, to the best of their ability, those damages that are a direct result of the event. In the debris world, on that debris generated as a direct result of the event is determined to be eligible. As debris operations commence, additional damages can be caused, not by neglect, but as a direct result of the use of heavy machinery and vehicles. That is where we must, as a debris team, cooperate to understand the difference of those damages that are a direct result of the event and those that are the contractor's responsibility. Especially, once the power is back on and the "shock" of the event begins to wear off as a sense of normalcy returns. However, those damages that are caused by the contractor are addressed as follows:

1. Applicant receives a claim of damage from a homeowner or debris monitor.
2. A work order ticket is generated and provided to the contractor's project manager.
3. The PM initiates an investigation into the claim to
 - 1) verify the claim is in the contractor's area of operation,
 - 2) determine if the damage is pre-existing or truly contractor related, and
 - 3) identify the crew(s) operating in the area.
4. The investigation will also include photo documentation and interviews with individuals involved.
5. If the damage is determined to be the fault of the contractor, we will contact the claimant to initiate resolution. Resolution can include but not be limited to, requesting the claimant to get three (3) quotes for the repair, a cash settlement or the contractor making a direct repair. In any case, whatever is easier and more convenient for the claimant. Once a resolution has been agreed upon, a release will be provided to the claimant to sign indicating closure to the claim. A copy of the release will be provided to the client, and one will be kept in the contractor's file. If the contractor feels the damage is not a result of our operation, we will meet with the client to convey our findings and state our case. In all cases, we will work in good faith to swiftly and adequately bring closures to all damage claims to the satisfaction of all parties.

Invoicing and Data Management

As a debris management and disposal organization, (BES) understands the requirements for accuracy in data management. Our process begins from contract award and continues through to project closeout. Upon contract award (BES) Contracts Manager activates the electronic project-based procurement and invoice management system. The client's contract requirements and basic information is set-up in the system. This provides the starting point of our documentation process and management well in advance of an event. This "project opening" includes client specific information for tracking and management of debris. At this time subcontractor information such as pay rates for designated scopes of work, certificates of insurance, numbers and types of equipment and other predetermined information is gathered and approved. Our online system project worksheets are designed on FEMA's project worksheets for ease of submissions and reimbursement. All of our systems comply with CFR-44. Reports are generated on a daily, weekly, monthly basis and as required by the client's contract/NTP. At FEMA project closeout all documents are stored for period of seven years as required.

In full compliance with federal funding our management systems capture the following information:

- Ticket Number
- Contractor Name
- Event Name
- Event Number (FEMA Number)
- (BES) Contract Number
- Division, Sector, Zone – (GPS Coordinates if required)
- Scope of Work Element (i.e., push/cut and
- toss, pickup and haul, ROW/ROE etc.)
- Truck Number
- Loading Location
- Field Inspector/Monitor (third party)
- (BES) Project Manager/QC Manager
- TDSRS/DMS Location
- Measured Truck Capacity
- Date
- Site Departure Time
- Dump Site Location
- Dump Site Arrival Time
- Debris Classification (Vegetative, C&D, Mixed)
- Estimated % Full and Debris Quantity
- Final Disposal Destination

- Other Special Considerations (HHW, White Goods, Automobiles, etc.)

Our detailed invoicing system is tracked by scope of work categories. Tracking of scope of work items is generally the same for all categories with most waste types falling into the following categories:

Push/Cut and Toss

- Pickup and Haul
- Temporary Debris Storage and Reduction ☐ Disposal Operations

Emergency Push or Cut and Toss

Emergency Push or Cut and Toss, clear the roads for first responders by pushing or “tossing” debris to the right-of-way. Debris characterization and removal is tracked in the pickup and haul process. Tickets are signed off daily by the project manager and/or supervisor, client or third-party monitor. Copies are distributed as follows:

- White Copy – (BES) Files
- Green Copy – (BES) Invoice
- Canary Copy – Subcontractor File ☐ Pink Copy – Subcontractor (Field) ☐ Goldenrod Copy – Client (Field)

Tickets are collected at the end of each day, scanned, and uploaded into our online management systems. All entries are reviewed, approved, and signed off by the project manager or supervisor and the systems contract manager.

Pickup and Haul

Debris tracking begins at the pickup and haul stage. All trucks are certified and logged on the Haul Truck Certified Capacity Log. Each truck is provided a placard designating the company name, contract name and number, truck number, capacity, and date. Pickup and haul crews include driver, laborer / flagger, loader and operator, third party field monitor. Field monitors will write a 5-part load ticket. Exhibit 36 depicts the process for the load tickets. For the past two storm seasons the 5-part paper ticket has been replaced by a “3-part” electronic version. The electronic version is accepted by FEMA, FHWA and Public Assistance programs and follows the same process as paper ticketing. Electronic ticketing has saved time and reduced errors in the paper reporting system.

Paper Load tickets are recorded electronically through iPad/tablets, are scanned and uploaded to our online management systems. Spreadsheets are signed off by supervisors, project managers, and contract control.

Temporary Debris Storage and Reduction Site/Debris Management Site

Each truck must first stop at the debris inspection tower. Inspection tower monitors review each load starting with the load ticket. Monitors verify the truck number, measured capacity, type of debris, and load quantity. Monitors also log the arrival time and the dumpsite location onto the load ticket and sign the ticket, approving the load. Tower monitor gives the pink copy to the driver, yellow copy stays with the tower monitor, and the (BES) field inspector retains remaining copies.

Should a truck have issues, the load is rejected. Truckloads can be rejected for the following reasons:

Missing pickup location

- Missing pickup location field monitor signature
- Missing copies of the load ticket (ticket should arrive at tower with all 5 parts intact)

Truck numbers don't match ticket data

- Missing or illegible or wrong company
- Ineligible debris (i.e., HHW at a vegetation site)

All ticket and load information are scanned and uploaded on a daily basis to our online management systems. Daily reports are generated from the system, reviewed for accuracy with original tickets. Any discrepancies noted in the tickets are sent back to field for resolution. A final quality control check is completed before the invoice is submitted to the client.

Hangers/Stumps/Trees

Following the same process, each tree with hangers, leaning or fallen tree, and uprooted stump are measured and given a number. Numbers are recorded on the 5-part Hangers, Stumps, and Tree Removal Ticket (HSTR). The ticket also records the location, measurements, number of hangers per tree, disposal location, and monitor identification. Removed hangers and tress are placed at curbside for collection during pickup and haul process. Stumps are directly transported to the designated TDSRS/DMS location. Stumps are validated at the tower following a similar process as discussed in pickup and haul. Each ticket is designated for hanger crews, total tree crews, and stump crews.

Data Communication

The processing of accurate invoices is largely due to proper load ticket communication. Load tickets are generated electronically by the monitoring firm. The monitoring firm transmits the tickets to (BES) Data Management Officer (DMO) daily. The DMO's procurement team merges the information into the (BES) procurement system which generates the invoice. The DMO's staff then quality checks the invoice against the load tickets from the monitoring firm. Quality checked invoices are then returned to the monitoring firm for final approval prior to submitting the invoice to the client for payment.

Invoicing

The flexibility of our accounting systems provides invoices that are in full compliance with the FEMA reimbursement process. (BES) clients have never had a claim rejected. We provide our clients with weekly, bi-weekly, or monthly invoices as stipulated in the contract. All invoices are quality controlled at multiple levels beginning from the street when tickets are written through to final closeout. All invoices are accompanied by extensive backup organized in an easy-to-follow manner that flows with the invoiced work performed.

As part of our final project closeout, (BES) submits a detailed report that includes details of all debris management activities including debris types and total volumes; Final disposal locations (if part of the contract).





REFERENCES

Virginia Department of Transportation - Bristol District

2111 Bonham Road, Bristol, VA 24201

Reece Wyatt, Bristol District Roadside Manager Phone: (276) 698-8106

Email: Reece.Wyatt@vdot.virginia.gov

Scope of Work: Hurricane Helene 2024 - Present

1.2M CY as of March 2025 (on-going) - Total Contract Amount: \$67,000,000

Florida Department of Transportation D-2

1109 South Marion Avenue, Lake City, FL 32025

Kevin Rogers, D-2 Contracts Manager Phone: (386) 961-7416

Email: Kevin.Rogers@DOT.State.FL.US

Contract 1: Scope of work: HURRICANE IDALIA 2023-2024 Suwannee County, FL
580,000 CY

Total Contract Amount: \$7,300,000

Contract 2: Scope of Work: HURRICANE IDALIA 2023-2024 Hamilton County FL
610,000 CY - Total Contract Amount: \$7,700,000

Florida Department of Transportation D-6

1000 NW 111th Avenue, Miami, FL 33172

Mario Cabrera, FDOT D-6 District Construction Engineer Phone: (305) 640-7445

Hurricane Irma / Michael

700,000 CY - Total Contract Amount: \$15,000,000

Liberty County Florida

10979 NW Spring Street, Bristol, Florida 32321

Ben Guthrie, Liberty County Emergency Management Phone: (850) 643-2188

Email: bguthrie@libertybocc.com

Scope of Work: HURRICANE MICHAEL 2018 - 2019

600,000 CY Total Contract Amount: \$7,000,000

City of Dania Beach

1201 Stirling Road, Dania Beach, FL 33004

Fernando Rodriguez, Public Service Director Phone: (954) 924-6800 x3740

Scope of Work: HURRICANE IRMA 2017 - 2018

570,000 CY Total Contract Amount: \$7,400,000

Town of Southwest Ranches

6589 SW 160th Ave Southwest Ranches, FL 33331

Rod Ley

Phone: (954) 434-0008

Email: rley@southwestranches.org

Hurricane Irma 2017

226,000 CY - Total Contract Amount: \$3,200,000



DRUG-FREE WORKPLACE POLICY

It is the policy of **BERGERON EMERGENCY SERVICES, INC. (BES)** to maintain a safe and healthy workplace free of the effects of drug abuse. This policy covers all employees and subcontractors while conducting business and providing services whether on or off the **(BES)** premises or related events or meetings. Violation of any part of this policy by an employee or subcontractor may result in corrective action, up to and including termination of employment.

Employees, subcontractors, volunteers, vendors and guests of **(BES)** are prohibited from the use, sale, dispensing, distribution, possession, manufacture, or being under the influence of drugs that are illegal under any federal, state or local law, including marijuana, prescription drugs without a valid prescription, inhalants, or narcotic substances on the **(BES)** premises, at events or while conducting business, whether on or off the premises. In addition, employees are prohibited from the possession, use or sale of illegal drugs because such activities adversely affect job performance, job safety, or the **(BES)** reputation in the community.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of this policy to intentionally misuse and/or abuse prescription medications. Appropriate corrective action will be taken if job performance deteriorates, if the use of a substance prevents or is a contributing factor in causing the employee to not be able to fully perform their job, if accidents occur or if the employee constitutes a threat to the property or safety of **(BES)**, clients, community members, or others.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

Employees are required to notify **(BES)** executive management within five calendar days should they receive a conviction for a violation of a criminal drug statute in the workplace or a conviction for operating a motor vehicle while under the influence. Subcontractors will be subject to penalties that may include loss of contract for violation of this policy.

Employees who are experiencing work-related concerns resulting from substance abuse or dependency may request, or be required, to seek counseling or other appropriate assistance from **(BES)** sponsored Employee Assistance Program. Failure to cooperate with, complete or maintain an agreed-upon treatment plan may result in corrective action, up to and including termination. Participation in a treatment program does not insulate an employee from corrective action for a violation(s) of this or other **(BES)** policies. In accordance with **(BES)** leave policies, any employee may request a leave of absence to undertake rehabilitation treatment and be provided protections as noted within the applicable leave.



FEE SCHEDULE

Cost Effective Pricing

(BES) provides responsive pricing on all projects. We base our pricing on current local costs. This means we price effectively and correctly. Unlike other disaster debris response contractors, (BES) has never submitted price increases at time of event. Change orders are only at the request of the client or documented unforeseen circumstances.

**PLEASE SEE FOLLOWING PAGE(S) FOR
PROPOSAL SPECIFIC PRICING**

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PRICE SCHEDULE

Proposers are required to provide the hourly rates, unit prices, and equipment rates requested below for Sections A-D. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

CATEGORY 01

Part A: HOURLY RATES

1.	Project Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
2.	Operations Manager w/ Cell Phone and pickup	\$ <u>100.00</u> per hour
3.	Crew Foreman	\$ <u>85.00</u> per hour
4.	Skilled Sawman w/Chainsaw & Gear	\$ <u>70.00</u> per hour
5.	Tree Climber w/Chainsaw & Gear	\$ <u>70.00</u> per hour
6.	Laborer w/Chainsaw	\$ <u>65.00</u> per hour
7.	Laborer w/Small Tools/Traffic Control/Flagperson	\$ <u>65.00</u> per hour
8.	Administrative Staff	\$ <u>65.00</u> per hour

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard

1A	\$ <u>8.95</u>	(0-15 miles)
1B	\$ <u>9.95</u>	(15.01-30 miles)
1C	\$ <u>9.95</u>	(30.01-45 miles)
1D	\$ <u>9.95</u>	(45.01+ miles)

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard

2A	\$ <u>11.95</u>	(0-15 miles)
2B	\$ <u>12.95</u>	(15.01-30 miles)
2C	\$ <u>14.95</u>	(30.01-45 miles)
2D	\$ <u>17.95</u>	(45.01+ miles)

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

TOWN OF SOUTHWEST RANCHES, FLORIDA
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3A	\$ 17.95	(0-15 miles)
3B	\$ 18.95	(15.01-30 miles)
3C	\$ 20.95	(30.01-45 miles)
3D	\$ 23.95	(45.01+ miles)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ 1.50
5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ 5.50
6. White Goods Collection & Recycling \$ 75.00
7. Freon Management and Recycling Per Unit \$ 45.00
8. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ 4.00
9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard

8A	\$ 7.00	(0-15 miles)
8B	\$ 9.00	(15.01-30 miles)
8C	\$ 12.00	(30.01-45 miles)
8D	\$ 17.00	(45.01+ miles)

10. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:
 - A. 24 inch to 35.99 inch diameter Each \$ 400.00
 - B. 36 inch to 47.99 inch diameter Each \$ 550.00
 - C. 48 inch and larger diameter Each \$ 650.00
12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:
 - A. 6 inch to 23.99 inch diameter Each \$ 245.00
 - B. 24 inch to 35.99 inch diameter Each \$ 375.00
 - C. 36 inch to 47.99 inch diameter Each \$ 525.00
 - D. 48 inch and larger diameter Each \$ 700.00
13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: \$ 110.00
14. Cleaning of Catch Basins (Includes disposal) Each \$ 225.00
15. Cleaning of Drainage Pipes Linear Feet \$ 25.00
16. Sodding per Square Foot \$ 1.50
17. Add Fill Dirt per Cubic Yard \$ 25.00
18. Sewer, culvert cleaning, including transportation and disposal – PER LF \$ 30.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
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19. Debris removal from lakes and canals – PER CY	<u>\$ 65.00</u>
20. Restoration of canal banks and slopes – PER LF	<u>\$ 30.00</u>
21. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE ON LAND	<u>\$ 500.00</u>
22. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE IN WATERWAY	<u>\$ 2000.00</u>
23. Removal of boats including towing, processing and disposal – PER LF OF VESSEL ON LAND	<u>\$ 250.00</u>
24. Removal of boats including towing, processing and disposal – PER LF OF VESSEL IN WATERWAY	<u>\$ 390.00</u>

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	<u>\$ 250.00</u>
2. JD 644 Wheel Loader with debris grapple	<u>\$ 250.00</u>
3. Extendaboom Forklift with debris grapple	<u>\$ 250.00</u>
4. 753 Bobcat Skid Steer Loader with debris grapple	<u>\$ 225.00</u>
5. 753 Bobcat Skid Steer Loader with bucket	<u>\$ 225.00</u>
6. 30-50 HP Farm Tractor with box blade or rake	<u>\$ 145.00</u>
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	<u>\$ 250.00</u>
8. 3 – 4 cu. yd. Articulated Loader with bucket	<u>\$ 250.00</u>
9. JD 648E Log Skidder, or equivalent	<u>\$ 250.00</u>
10. CAT D4 Dozer	<u>\$ 175.00</u>
11. CAT D5 Dozer	<u>\$ 245.00</u>
12. CAT D6 Dozer	<u>\$ 285.00</u>
13. CAT D7 Dozer	<u>\$ 375.00</u>
14. CAT D8 Dozer	<u>\$ 450.00</u>
15. CAT 125 – 140 HP Motor Grader	<u>\$ 225.00</u>
16. JD 690 Trackhoe with debris grapple	<u>\$ 250.00</u>
17. JD 690 Trackhoe with bucket & thumb	<u>\$ 250.00</u>

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18.	Hand-Fed Debris Chipper	\$ 125.00
19.	300 – 400 HP Horizontal Grinder	\$ 650.00
20.	800 – 1,000 HP Horizontal Grinder	\$ 850.00
21.	30 Ton Crane	\$ 250.00
22.	50 Ton Crane	\$ 350.00
23.	100 Ton Crane (8 hour minimum)	\$ 550.00
24.	40 – 60' Bucket Truck	\$ 250.00
25.	Greater Than 60' Bucket Truck	\$ 250.00
26.	Fuel / Service Truck	\$ 125.00
27.	Water Truck	\$ 125.00
28.	Portable Light Plant	\$ 45.00
29.	Lowboy Trailer with Tractor	\$ 200.00
30.	Flatbed Truck	\$ 55.00
31.	Pick-up Truck (unmanned)	\$ 55.00
32.	Self-Loading Dump Truck with debris grapple	\$ 250.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 155.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 155.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 155.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 155.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 155.00
38.	Temporary Office Trailer DAILY RATE	\$ 500.00

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ 650.00	\$ 4550.00
2. 15 KW Generator	\$ 850.00	\$ 5950.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
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3. 25 KW Generator	\$ 850.00	\$ 5950.00
4. 50 KW Generator	\$ 1250.00	\$ 8750.00
5. 75 KW Generator	\$ 1800.00	\$ 12600.00
6. 100 KW Generator	\$ 2500.00	\$ 17500.00
7. 175 KW Generator	\$ 3500.00	\$ 24500.00
8. 250 KW Generator	\$ 5800.00	\$ 40600.00
9. 300 KW Generator	\$ 6800.00	\$ 47600.00
10. 350 KW Generator	\$ 8500.00	\$ 59500.00
11. 500 KW Generator	\$ 9000.00	\$ 63000.00
12. 750 KW Generator	\$ 9000.00	\$ 63000.00
13. 800 KW Generator	\$ 9000.00	\$ 63000.00
14. 1000 KW Generator	\$ 10000.00	\$ 70000.00
15. 1250 KW Generator	\$ 10000.00	\$ 70000.00
16. 1500 KW Generator	\$ 12000.00	\$ 84000.00
17. 1750 KW Generator	\$ 15000.00	\$ 105000.00
18. Tails	\$ 350.00	\$ 2450.00
19. Cables (400 amp) 50 ft	\$ 350.00	\$ 2450.00

CATEGORY 02

**INITIAL HERE TO CONFIRM THAT PROPOSER HAS INCLUDED LOGISTICAL
SERVICES MENU AT UNIT PRICES (REFERENCE ATTACHMENT): RB**

Notes:

- Unit prices prevail. Any discrepancy between the unit and extension price, the unit price prevails.
- Rates for Additional professional Services. If it should become necessary for the Town of Southwest Ranches to request the Contractor to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town

Town of Southwest Ranches, Florida

RFP NO. 25-10 - Additional Services Requested Pricing

Contractor: Bergeron Emergency Services

Service Description	Weekly Rental Rate
Satellite Communications, Modem, Wireless Router	\$ 12,500.00
Temporary Sanitary Facilities, 500-750 persons/per day	\$ 39,500.00
ADA Restroom Trailer per day	\$ 26,000.00
Reefer/Refrigerated Containers, per 50' trailer	\$ 14,500.00
Potable Water Truck & Drinking Water	\$ 14,500.00
Mobile Fleet Repair Facilities/Assistance	\$ 28,000.00
Temporary Signage & Traffic Control/ per crew	\$ 21,000.00
Canteen, Tents & Furnishings, 100-250 persons per meal x 4 meals per day	\$ 295,000.00
Food Provision, per meal	\$ 67.50
Portable Lighting per four light plants	\$ 16,500.00
Building Remediation Labor per man hour	\$ 95.00

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in this RFP.

Proposer: Bergeron Emergency Services, Inc.

Authorized Signatory (PRINT): Ronald M. Bergeron, Jr.

Authorized Signatory (PRINT TITLE): Founder CEO

Authorized Signatory (SIGNATURE): 

Date: April 1, 2025



REQUIRED DOCUMENTS

**PLEASE SEE FOLLOWING PAGE(S)
FOR RFP REQUIRED DOCUMENTS**

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROPOSER'S QUALIFICATION STATEMENT

[Please print clearly]

NAME: Bergeron Emergency Services, Inc.

ADDRESS: 19612 SW 69th Place, Ft. Lauderdale, FL 33332

FEIN: 65-1274968

LICENSE NUMBER: _____ STATE OR COUNTY: Florida / Broward

LICENSE TYPE: Job site clean / debris removal services
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: Ronald M. Bergeron, Jr.

PROPOSER'S SIGNATURE: 

PROPOSER'S NAME: Ronald M. Bergeron, Jr.

PROPOSER'S ADDRESS: 19612 SW 69th Place, Ft. Lauderdale, FL 33332

PROPOSER'S PHONE NUMBER: Office: (954) 774-0773 Cell: (954) 774-0773

PROPOSER'S EMAIL ADDRESS: assistant@BergeronES.com

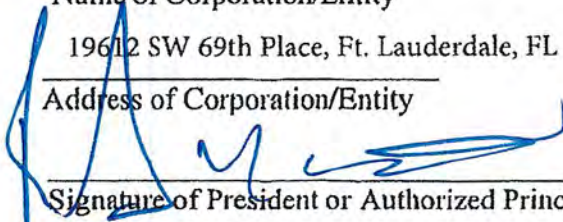
By: Ronald M. Bergeron, Jr.

Bergeron Emergency Services, Inc.

Name of Corporation/Entity

19612 SW 69th Place, Ft. Lauderdale, FL 33332

Address of Corporation/Entity


Signature of President or Authorized Principal

By: Ronald M. Bergeron, Jr.

Title: Founder CEO

(If the Proposer is a Corporation, affix corporate seal)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: BERGERON EMERGENCY SERVICES INC

Receipt #: 325-230337
Business Type: CLEANING/JANITORIAL (JOB SITE
CLEAN/DEBRIS REMOVAL SVCS)

Owner Name: RONALD BERGERON JR
Business Location: 19612 SW 69 PL
PEMBROKE PINES
Business Phone: 954-680-6100

Business Opened: 04/03/2006
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals
3

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt Fee 33.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

BERGERON EMERGENCY SERVICES INC
19612 SW 69 PL
PEMBROKE PINES, FL 33332

Receipt # WWW-23-00269781
Paid 07/11/2024 33.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: BERGERON EMERGENCY SERVICES INC

Receipt #: 325-230337
Business Type: CLEANING/JANITORIAL (JOB SITE
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For Vending Business Only						
Number of Machines:				Vending Type:		
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33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt # WWW-23-00269781
Paid 07/11/2024 33.00



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 14, 2024

BERGERON EMERGENCY SERVICES
19612 SW 69TH PLACE
FORT LAUDERDALE, FLORIDA 33332

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF Broward**

BEFORE ME, the undersigned authority, this day personally appeared Ronald M. Bergeron, Jr., hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☒ the Founder CEO of Bergeron Emergency Services, Inc.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant's address is: 19612 SW 69th Place, Ft. Lauderdale, FL 33332

3. Attached hereto as an appendix is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches' policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.



Affiant
Ronald M. Bergeron, Jr.,

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of April, 2025,

by Ronald Bergeron, Jr. (name of person acknowledging).



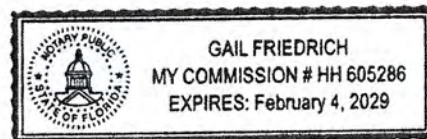
Notary Public

Gail Friedrich

(Print Notary Name)

State of Florida at Large

My Commission Expires: 2/4/2029



Disclosure of Ownership Interests

Name _____

Ronald M. Bergeron, Jr.

19612 SW 69th Place, Ft. Lauderdale, FL 33332

(100%)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

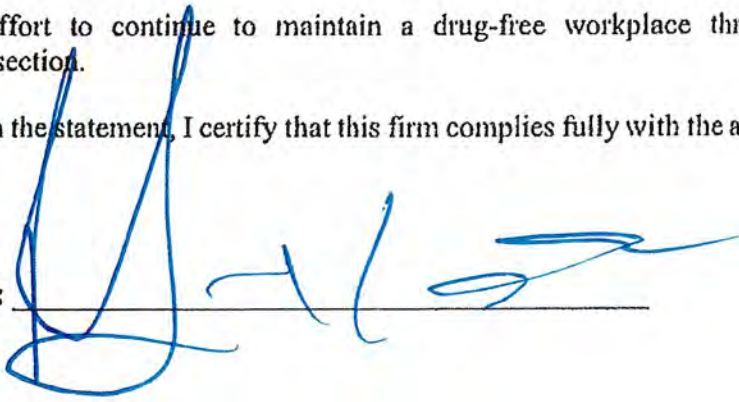
DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

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

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

PROPOSER'S SIGNATURE: _____



PROPOSER FIRM: Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

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

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

1. This sworn statement is submitted to Town of Southwest Ranches, Florida
by Ronald M. Bergeron, Jr., Founder CEO
for Bergeron Emergency Services, Inc.
whose business address is 19612 SW 69th Place, Ft. Lauderdale, FL 33332

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1274968

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROPOSER: Bergeron Emergency Services, Inc.

By: [Signature]

Ronald M. Bergeron, Jr.
(Printed Name)

Founder CEO
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

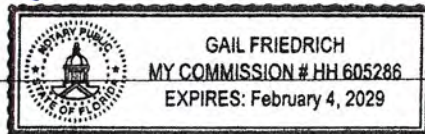
this 1 day of April, 2025,

by Ronald Bergeron, Jr. (name of person acknowledging).

Notary Public - State of Florida

[Signature]
Notary Signature

My Commission Expires _____



(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

NON-COLLUSION AFFIDAVIT

State of Florida) ss:

County of Broward)

Ronald M. Bergeron, Jr. being first duly sworn deposes and says that:

- (1) He/She is the Founder CEO (Owner, Partner, Officer, Representative or Agent) of Bergeron Emergency Services, Inc., the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

By: _____

Ronald M. Bergeron, Jr.

(Printed Name)

Founder CEO

(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

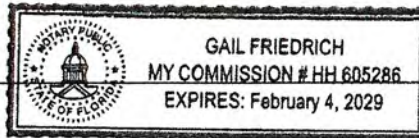
this 1 day of April, 2025,

by Ronald Bergeron, Jr (name of person acknowledging).

Notary Public - State of

Florida
Gail Friedrich
Notary Signature

My Commission Expires



(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Proposer: Bergeron Emergency Services, Inc.

Street address: 19612 SW 69th Place

Town, State, Zip: Fort Lauderdale, FL 33332

Certified By: Ronald M. Bergeron, Jr.
(type or print)

Title: Founder CEO

Signature:  Date: April 1, 2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
County of Broward) ss:

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on April 1, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Ronald M Bergeron, Jr., as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, April 1, 2025, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 1 day of April, 2025.


Secretary:

(SEAL)

PROPOSER FIRM: Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

LETTER OF BONDABILITY + ATTACHMENT

The successful Proposer shall post a Payment and Performance Bond for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this contract and on any/or all duly authorized modifications hereof.

A. The Payment and Performance Bond shall be submitted within three (3) business days of the issuance of a Notice to Proceed (NTP) unless otherwise approved in writing and shall be the sum equal to one hundred percent (100%) of the contract amount, plus adjustments thereto, unless otherwise specified.

B. The bond shall be in force for a minimum period of one (1) year from the date of the original execution by the Bond Surety.

- 1) If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Town thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- 2) The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- 3) Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor.
- 4) The Town of Southwest Ranches will provide the Town's Standard Payment and Performance Bond Form to successful Proposer.

5) ATTACH Letter of Bondability from Proposer's Financial Institution and/or Surety Company to this form.

Proposer: Bergeron Emergency Services, Inc.

Authorized Signatory of Proposer: Ronald M. Bergeron, Inc.
(type or print)

Title: Founder CEO

Signature:  Date: April 1, 2025

**TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10**

GOVERNMENTAL CONTACT INFORMATION

Please list name of agency, address, phone number, contact person and email of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
Virginia DOT	2111 Bonham Road, Bristol, VA 24201	(276) 698-8106	Reece Wyatt, Roadside Manager Reece.Wyatt@vdot.virginia.gov
Florida DOT	1109 South Marion Ave, Lake City FL 32025	(352) 258-3343	Kevin Rogers, Dist 2 Construction Manager Kevin.Rogers@dot.state.fl.us
Town of Davie - FL	8800 SW 36th St, Davie, FL 33328	(954) 770-4903	Richard Lemack City Manager Richard-Lemack@davie-fl.gov

Proposer's Firm: Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

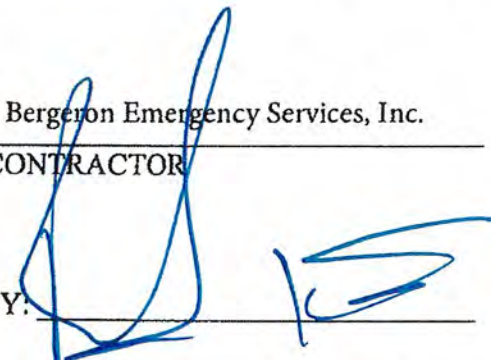
Bergeron Emergency
Services, Inc. _____, hereby acknowledges and agrees that as Contractor for the Town of
Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the
sole responsibility for compliance with all requirements of the Federal Occupational Safety and
Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches,
including its Council Members, officers and employees, from and against any and all legal
liability or loss the Town may incur due to ^{Bergeron Emergency} ~~Services, Inc.~~ _____'s failure to comply with such
regulations.



ATTEST

Bergeron Emergency Services, Inc.

CONTRACTOR

BY: 

Ronald M. Bergeron, Jr., Founder CEO

Print Name

Date: April 1, 2025

Proposer's Firm: Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on another Contractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: Bergeron Emergency Services, Inc.

Proposer's Name: Ronald M. Bergeron, Jr.

Proposer's Address: 19612 SW 69th Place
Fort Lauderdale, FL 33332

Proposer's Phone Number: (954) 774-0773

Proposer's Email: assistant@BergeronES.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROPOSER FIRM: Bergeron Emergency Services, Inc.

By: 

Ronald M. Bergeron, Jr.

(Printed Name)

Founder CEO

(Title)

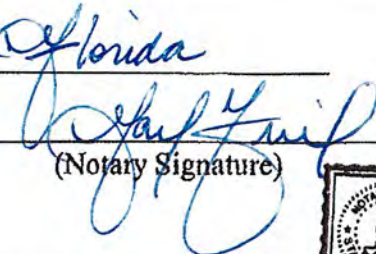
The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

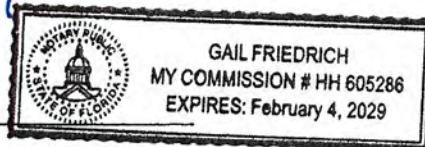
this 1 day of April, 2025,

by Ronald Bergeron, Jr. (name of person acknowledging).

Notary Public - State of Florida


(Notary Signature)

My Commission Expires: _____



(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROPOSER EXPERIENCE

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RFP.

Proposer (company name): Bergeron Emergency Services
Address: 19612 SW 69th Place, Fort Lauderdale, FL 33332
Telephone No: (954) 774-0773
Contact person: Ronald M. Bergeron, Jr. Title: Founder CEO
Number of years in business: 30+ Years
Address of nearest facility: 19612 SW 69th Place, Ft. Lauderdale, FL 33332

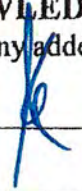
Provide three (3) references - preferably governmental agencies - where these services have been provided:

1. Company Name: Virginia Department of Transportation
Telephone No: (276) 698-8106
Contact Person: Reece Wyatt
Title: Roadside Manager
Contract Amount: \$67M
Project: Hurricane Helene - Bristol District Clean-Up
Email: Reece.Wyatt@vdot.virginia.gov
Date Services Provided: November 2024 - Present
2. Company Name: Florida Department of Transportation
Telephone No: (352) 258-3343
Contact Person: Kevin Rogers
Title: District 2 Construction Manager
Contract Amount: \$12.9M
Project: Hurricane Idalia - Suwannee and Hamilton County
Email: kevin.rogers@dot.state.fl.us
Date Services Provided: 2023 - 2024
3. Company Name: Town of Davie - Florida
Telephone No: (954) 770-4903
Contact Person: Richard Lemack
Title: City Manager
Contract Amount: \$39.7M
Project: Hurricane Irma and Michael
Email: richard-lemack@davie-fl.gov
Date Services Provided: 2017 - 2018

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No. 1 3/21/2025 

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Share Link video 3/12/2025

Sign-In Sheet Non-Mandatory Conference 3/12/2025

TEAMS Joining Link 3/7/2025

Attach: Logistical Services and Rental Equipment 3/3/2025

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

LIABILITY CLAIMS

Please list the following information for all/any Liability Claims exceeding \$50,000 for the past five (5) years. If none, state NONE:

1. Name and Location of project: NONE

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER FIRM: Bergeron Emergency Services, Inc.

W-9

INSERT IRS FORM W – 9

**Must be the current IRS form version, signed, dated
and legible W-9**

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BERGERON EMERGENCY SERVICES, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
- Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

19612 SW 69TH PLACE

6 City, state, and ZIP code

FORT LAUDERDALE, FL 33332

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

6 5 - 1 2 7 4 9 6 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person

Date February 25, 2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

PROOF OF INSURANCE

INSERT PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2025

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 Brown & Brown Insurance Services, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309		CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbbrown.com	
INSURED Bergeron Emergency Services, Inc. 19612 SW 69th Pl Fort Lauderdale FL 33332		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: Auto-Owners Insurance Group INSURER C: Insurance Company of the West INSURER D: INSURER E: INSURER F:	
		NAIC # 018988 27847	

COVERAGES

CERTIFICATE NUMBER: 25-26 Master

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENV562008090-03	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	55-042686-00	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENV562008091-03	02/01/2025	02/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	<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	Y	WFL 5064098 03	02/01/2025	02/01/2026	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability			ENV562008090-03	02/01/2025	02/01/2026	Pollution Limit 1,000,000 Professional Limit 1,000,000

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

RFP-2025-008

****SEE ADDITIONAL REMARKS SCHEDULE**

Blanket Additional Insured exists on the General Liability Policy per Forms CG 2010 & CG 2037. Primary & Non-Contributory exists on the GL per Form GO 0216. Waiver of Subrogation exists on the GL per Form GO 0218.

Designated Insured applies to the Business Auto per Form 58504. Blanket Waiver of Subrogation applies to the Business Auto per Form 58566.

Blanket Waiver of Subrogation exists on the Worker's Compensation per Form WC 0003.

CERTIFICATE HOLDER

CANCELLATION

City of Desoto Government Center Purchasing Department
211 E Pleasant Run Rd

DeSoto

TX 75115

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Bergeron Emergency Services, Inc	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

INSURER - GREAT AMERICAN INSURANCE COMPANY POLICY NO: IMP F 1883260000
 COVERAGE: CONTRACTORS EQUIPMENT COVERAGE
 POLICY TERM: 4/26/2024 TO 4/26/2025
 TOTAL ALL RENTED/LEASED ITEMS: \$700,000; TOTAL ANY ONE ITEM RENTED/LEASED: \$350,000
 DEDUCTIBLE: \$5,000

**CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1.) CG2010 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION
 - 2.) CG2037 - ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS
 - 3.) GO 0218 - AMENDED WAIVER OF SUBROGATION
 - 4.) GO 0216 - PRIMARY/ NON-CONTRIBUTORY COVERAGE
- GENERAL LIABILITY POLICY POLICY FORM GO 0221 2NC 1017 - 30 DAY NOC/10 DAY NOC APPLIES

AUTO LIABILITY:

- 1.) 58504 - DESIGNATED INSURED ENDORSEMENT
 - 2.) 58566 - BLANKET WAIVER OF SUBROGATION ENDORSEMENT
 - 3.) 58566 - BLANKET PRIMARY & NONCONTRIBUTORY ENDORSEMENT
- AUTO-OWNERS BUSINESS AUTO POLICY FORM 58706 - 60 DAY NOC/10 DAY NOC APPLIES

WORKERS COMPENSATION:

- 1.) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- WORKERS COMPENSATION POLICY FORM WC 0000 - 30 DAY/10 DAY NOC APPLIES

POLLUTION LIABILITY:

- 1.) GO 2212-4YA 1017 - ADDITIONAL INSURED OWNERS, LESSEES OR CONTRACTORS
- 2.) GO 0218 4YA 1017 - AMENDED WAIVER OF SUBROGATION
- 3.) GO 0216 4YP 1017 - PRIMARY/ NON-CONTRIBUTORY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that is:

- 1.** An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a.** That request is made prior to the date your operations for that person or organization commenced; and
 - b.** A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
- 2.** A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
 - a.** That request is made prior to the date your operations for that person or organization commenced; and
 - b.** A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of “your work” performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS
REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **02-01-25** Policy No. **WFL 5064098 03**
Insured **BERGERON EMERGENCY SERVICES, INC.**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. Supplementary Payments

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended. Paragraphs (3) and (7) of a.

Supplementary Payments are deleted and replaced by the following:

- (3) Up to the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Supplementary Payments for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.
- (7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to the per day additional expenses limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Supplementary Payments.

2. Employees as Insureds

If Non-Owned Autos Liability is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended.

- a. **b.(2)** is deleted.
- b. The following provision is added.

Your employee, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation):

 - (a) While operating a covered **auto you** do not own, lease, hire, rent or borrow; and
 - (b) Only while the covered **auto** is being used by such **employee** in **your** business or **your** personal affairs.
- c. Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all

damages will be the limits shown in the COMMERCIAL AUTO PLUS PACKAGE - ENHANCED DECLARATIONS for Employees as Insureds.

3. Employee Hired Autos

- a. If Hired Autos Liability coverage is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended. The following provision is added. An **employee of yours** is an **insured** while operating an **auto** leased, hired, rented or borrowed under a contract or agreement in an **employee's** name, with **your** permission, while used in **your** business. Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all damages will be the limits shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Employee Hired Autos.
- b. If Hired Autos Comprehensive and Collision Coverages are shown in the Declarations, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is amended. The following provision is added.
 - (1) **a. Comprehensive Coverage** and **b. Collision Coverage** is extended to an **auto your employee** leases, hires, rents or borrows:
 - (a) Under a contract in such **employee's** name;
 - (b) With **your** permission; and
 - (c) While used in **your** business.
 - (2) This extension does not apply to an **auto** owned by:
 - (a) **You**;
 - (b) **Your employee**;

- (c) **Your** partners (if **you** are a partnership);
- (d) **Your** members (if **you** are a limited liability company);
- (e) **Your executive officers** (if **you** are a corporation); or
- (f) A **family member** of (a), (b), (c), (d) or (e) above.

- (3) Subject to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for any one **loss** under this extension shall not exceed the applicable limit shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Employee Hired Autos. **We** will reduce **our** payment by the deductible amount shown in that Declarations.

4. Waiver of Collision Deductible for Collision with Another Auto-Owners Insured
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

Under paragraph 1., **b. Collision Coverage** is deleted and replaced by the following.

We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

b. Collision Coverage

Caused by:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:

- (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b) Whose owner or operator has been identified; and
 - 1) Is legally responsible for the entire amount of the damage; and
 - 2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.

5. Waiver of Deductible for Covered Autos
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

- a. Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply.

If the deductibles differ, **we** shall only apply the highest deductible.

- b. Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If deductibles differ, **we** shall only apply the highest deductible.

When provision **4. Waiver of Collision Deductible For Collision With Another Auto-Owners Insured** of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.

For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.

6. Common Loss Deductible - Motor Cargo
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended. The following provision is added.

- a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:
- (1) Motor Cargo Special Form;
 - (2) Motor Cargo Named Perils Form;
 - (3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;
 - (4) Truckmen's Legal Liability Motor Cargo Special Form;
 - (5) Annual Transportation Form - Named Perils;
 - (6) Annual Transportation Form - Special Form; or
 - (7) Trip Transit Form
- and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.

b. However:

- (1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.
- (2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.
- (3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

7. Non-Owned Trailer Physical Damage**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

Under **3. Coverage Extensions**, paragraph **a. Trailers** is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

- (1) Be designed for use with the covered **auto**;
- (2) Be used with the covered **auto**; and
- (3) Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Non-Owned Trailer Physical Damage in any one **loss**. No deductible applies to this coverage extension.

8. Personal Property**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

Under **3. Coverage Extensions**, paragraph **c. Personal Property** is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b) Tapes, discs, or other similar media designed for use with equipment described in (a) immediately above.
- (c) Any accessories used with the media or equipment described in (a) or (b) immediately above.
- (d) Money or jewelry.
- (e) Any device designed or used to:
 - 1) Detect speed-measuring equipment such as radar or laser detectors; or

- 2) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

(f) Property specifically insured.

(g) Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Personal Property in any one **loss**. No deductible applies to this coverage extension.

9. Audio, Visual or Data Electronic Equipment**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

a. We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.
- (2) Tapes, discs or other similar media designed for use with electronic equipment described in **a.(1)** above.
- (3) Any accessories used with the media or equipment described in **a.(1)** or **a.(2)** above.

b. This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

c. B. EXCLUSIONS is amended. Exclusion 1. is deleted for purposes of this coverage extension only.

10. Business Personal Property**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

- a.** The business personal property must be owned by **you**, a **family member** or **your employee**.
- b.** Comprehensive Coverage is extended only for **loss** because of:
 - (1) Fire;
 - (2) Lightning; or

(3) Theft or attempted theft.

Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for **b.(3)** above to apply.

c. This coverage extension does not apply to:

- (1)** Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (2)** Tapes, discs, or other similar media designed for use with equipment described in **(1)** immediately above.
- (3)** Any accessories used with the media or equipment described in **(1)** or **(2)** immediately above.
- (4)** Money or jewelry.
- (5)** Any device designed or used to:
 - (a)** Detect speed-measuring equipment such as radar or laser detectors; or
 - (b)** Elude or disrupt speed-measuring equipment such as a jamming apparatus.
- (6)** Property specifically insured.
- (7)** Any property covered under any other coverage extension within this endorsement.

- d. Our** limit of insurance for any one **loss** under this coverage extension shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Business Personal Property. A deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount shown in that Declarations.

11. Hired Autos Physical Damage**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a.** If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow. This does not include any **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow from any of **your employees**, partners (if **you** are a partnership), members (if **you** are a limited liability company), **executive officers** (if **you** are a corporation), or members of their households.
- b.** The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
 - (1)** The actual cash value of stolen or damaged property at the time of **loss**;

- (2)** The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
- (3)** The limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage.

The Comprehensive Coverage and Collision Coverage deductibles shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage apply separately to each **auto** covered by this coverage extension.

12. Transportation Costs**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Costs. No deductible applies to this coverage extension.

13. Transportation Expenses Following Theft**SECTION III - PHYSICAL DAMAGE COVERAGE,**

A. COVERAGE, 3. Coverage Extensions is amended. **b. Transportation Expenses Following Theft** is deleted and replaced by:

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay up to the per day limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Expenses Following Theft but not more than the per loss limit shown in that Declarations in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

14. Motor Cargo**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:
 - (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b. This coverage extension is subject to the following:
 - (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overturn; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:
 - 1) Fire;
 - 2) Lightning;
 - 3) Wind;
 - 4) Flood;
 - 5) Explosion;
 - 6) Collision;
 - 7) Derailment;
 - 8) Overturn; or
 - 9) Stranding, burning or sinking of a ferry or lighter.
 - (h) Riots and civil commotion.
 - (i) Strikers, lock-out workers, or persons taking part in labor disturbances.
 - (j) Any property covered under any other coverage extension within this endorsement.
 - (2) All shipments shall be valued at the actual invoice cost, including:
 - (a) Prepaid freight; and
 - (b) Cost and charges which have accrued and become legally due on such shipments.
 - (3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.
 - (4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:
 - (a) New labels, capsules or wrappers; and
 - (b) Reconditioning the goods.
 - (5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.
 - (6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed the per loss limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Motor Cargo. No deductible applies to this coverage extension.
 - (7) This coverage extension shall apply as excess insurance over any other specific insurance.

15. Air Bag Replacement (Other Than a Private Passenger Auto)

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage that applies to a covered **auto**, other than a **private passenger auto**, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.
- b. The deductible shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Air Bag Replacement applies to this coverage extension.

We will reduce **our** payment by such deductible amount.

16. Business Interruption

SECTION III - PHYSICAL DAMAGE COVERAGE is amended.

a. **A. COVERAGE** is amended. The following coverages are added.

(1) Business Income

We will pay for the actual loss of **business income you** sustain because of the necessary **suspension of your** business activities during the **period of restoration**. The **suspension** must be caused by direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.

(2) Extra Expense

We will pay the actual and necessary **extra expense you** incur during the **period of restoration** because of direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.

b. **B. EXCLUSIONS** is amended. The following exclusions are added.

- (1) For any increase of **business income** loss caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract. However, if the **suspension**, lapse or cancellation is directly caused by the **suspension** of business activities, **we** will cover such loss that affects **your business income** during the **period of restoration**.
- (2) For any **extra expense** caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.
- (3) For any other consequential loss.

c. **C. LIMIT OF INSURANCE** is deleted and replaced by the following for purposes of this coverage only.

- (1) For each covered **auto**, the most **we** will pay for the total of all covered **business income**

loss and **extra expense** applying to such covered **auto** in any one loss is the limit shown in the **COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS** for Business Interruption sustained during the number of days after **period of restoration** shown in that Declarations regardless of the number of premiums paid or claims made. No deductible applies.

- (2) The Limit of Insurance for this coverage as it applies to each covered **auto** may not be added to the limits for the same or similar coverage applying to other covered **autos** insured by this policy to determine the amount of coverage available for any one loss regardless of the number of:

- (a) Covered **autos**;
- (b) Insureds;
- (c) Premiums paid;
- (d) Claims made; or
- (e) **Autos** involved in the direct and accidental loss or damage.

- (3) Payments made under **B. NEWLY ACQUIRED AUTOS** or **D. TEMPORARY SUBSTITUTE AUTOS** under **SECTION I - COVERED AUTOS** will not increase the applicable Limit of Insurance.

d. **SECTION V - CONDITIONS** is amended.

- (1) **A. LOSS CONDITIONS** is amended for purposes of this coverage only.

(a) **1. Duties in the Event of Accident, Claim, Suit or Loss** is amended. The following provisions are added.

- 1) Send **us** a signed, sworn proof of loss containing the information **we** request to investigate the claim. **You** must do this within 60 days after **our** request. **We** will supply **you** with the necessary forms.
- 2) Make all reasonable use of **your** other **autos** to decrease **your** loss of **business income**.
- 3) If **you** intend to continue **your** business, **you** must resume all or part of **your** business as quickly as possible.

- (b) **3. Appraisal for Physical Damage Loss** is deleted and replaced by the following.

3. Appraisal

If **we** and **you** disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for

an appraisal. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** will still retain **our** right to deny the claim.

- (c) **4. Loss Payment - Physical Damage Coverage** is deleted and replaced by the following.

4. Loss Payment

We will pay for covered **business income** loss or **extra expense** within 30 days after **we** receive the sworn documentation addressed in Paragraph **d.(1)(a)1**, if **you** have complied with all of the terms of this policy and:

- a. **We** have reached agreement with **you** on the amount of such loss; or
- b. An appraisal award has been made.

- (d) **Loss Determination** is added.

- 1) The amount of **business income** loss will be determined based on:
 - a) The Net Income of **your** business activities before the direct and accidental loss or damage occurred;
 - b) The likely Net Income of **your** business activities if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of **your** business activities because of favorable business conditions caused by the impact

of the direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, on customers or on other businesses;

- c) The operating expenses, including payroll expenses, necessary to resume business activities with the same quality of service that existed just before the direct and accidental loss or damage; and
- d) Other relevant sources of information, including:
 - i. **Your** financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Titles, liens or contracts.

- 2) The amount of **extra expense** will be determined based on:

- a) All expenses that exceed the normal operating expenses that would have been incurred by business activities during the **period of restoration** if no direct and accidental loss or damage had occurred. **We** will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once business activities are resumed; and
 - ii. Any **extra expense** that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as the coverage provided by this coverage provision; and
- b) Necessary expenses that reduce the **business income** loss that otherwise would have been incurred.

- (e) **Resumption of Operations** is added.

- 1) **We** will reduce the amount of **your business income** loss, other than **extra expense**, to the extent **you**

can resume business activities, in whole or in part, by using any property.

- 2) **We** will reduce the amount of **your extra expense** loss to the extent **you** can return business activities to normal and discontinue such **extra expense**.
- 3) If **you** do not resume business activities, or do not resume business activities as quickly as possible, **we** will pay based on the length of time it would have taken to resume business activities as quickly as possible.

- (2) **B. GENERAL CONDITIONS** is amended.
2. **Other Insurance** is deleted and replaced by the following for purposes of this coverage only.

2. **Other Insurance**

- a. **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance provided under this policy. If **you** do, **we** will pay **our** share of the covered **business income** loss or **extra expense**. **Our** share is the proportion that the applicable Limit of Insurance under this coverage provision bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same **business income** loss or **extra expense**, other than that described in Paragraph 2.a. above, **we** will pay only for the amount of covered **business income** loss or **extra expense** in excess of the amount due from that other insurance, whether **you** can collect on it or not. However, **we** will not pay more than the applicable Limit of Insurance.

- e. **SECTION VI - DEFINITIONS** is amended. The following Definitions are added.

(1) **Business income** means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

- (2) **Extra expense** means necessary expenses (other than the expense to repair or replace property) that **you** would not have incurred if there had been no direct and accidental loss

or damage to **your** covered **auto**. **Extra expense** includes expenses which are incurred:

- (a) To avoid or minimize the **suspension** of business activities and to continue business activities;
 - (b) To minimize the **suspension** if **you** cannot continue business activities; or
 - (c) For temporary use of other **autos**.
- (3) (a) **Period of restoration** means the period of time that:

1) Begins:

- a) 72 hours after the time of direct and accidental loss or damage for **business income** coverage; or
- b) Immediately after the time of direct and accidental loss or damage for **extra expense** coverage

caused by or resulting from direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, to a covered **auto** used in **your** business; and

2) Ends on the earlier of the:

- a) Date when **your** covered **auto** used in **your** business should be repaired or replaced with reasonable speed and like kind and quality; or
- b) Date when business activities are resumed.

- (b) **Period of restoration** does not include any increased period required because of the enforcement of or compliance with any ordinance or law that:

- 1) Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of the covered **auto** used in **your** business prior to the direct and accidental loss or damage; or
- 2) Requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

The expiration date of this policy will not cut short the **period of restoration**.

- (4) **Suspension** means the slowdown or cessation of **your** business activities.

17. Replacement Cost on New Vehicles

SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE is amended. Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
- Such **auto** is not a motorcycle;
 - You** purchased it new;
 - We** determine the **loss** cannot be repaired; and
 - The **loss** occurs within the number of days of purchase shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Replacement Cost on New Vehicles.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

18. Rental Auto Gap

SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE is amended.

The following provision is added.

- If the first Named **Insured** is:
 - An individual; or
 - Other than an individual with the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement with Comprehensive and Collision Coverages; and
- If the **auto** is:
 - A rented **private passenger auto**;
 - Not a total **loss**; and
 - Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - You**, if an individual; or
 - The individual listed on the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement, if **you** is other than an individual are liable under the terms of the rental agreement; or
- If the **auto** is:
 - A rented **private passenger auto**;
 - Not a total **loss**; and
 - Repaired

we will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

19. Auto Loan/Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended, with respect to only a covered **auto** that is a **private passenger auto** and is scheduled in the Declarations.

- A. COVERAGE** is amended. The following coverage is added.
We will cover the outstanding loan or lease amount in the event of the theft or constructive total **loss** of a covered **auto**.
- C. LIMIT OF INSURANCE** is amended. The following paragraph is added.
With respect to the original loan or original lease on the covered **auto** for which this endorsement applies and which has not been previously titled, if **we** determine that the covered **auto** is stolen or a constructive total **loss**, **we** shall pay the greater of:
 - The actual cash value of the covered **auto**; or
 - The amount for which **you** are liable under the terms of the loan or lease to which the covered **auto** is subject, less:
 - All loan or lease payments which are overdue as of the date of the **loss**;
 - The amount of the loan or lease agreement cost associated with an electric vehicle charging station or dock;
 - The amount of the loan secured by other property;
 - Amounts included in the loan which were unsecured by the **auto** at the time of the loan;
 - The amount of a loan balance transferred from another **auto** loan;
 - Financial penalties imposed or which would have been imposed under the lease as a result of high mileage, excessive use or abnormal wear and tear;
 - Security deposits not refunded by the lessor; and
 - Costs of any warranty, extended service agreement or insurance.

20. Primary and Noncontributory - Blanket Coverage

SECTION V - CONDITIONS, B. GENERAL

CONDITIONS, 2. Other Insurance is amended.

The following provision is added.

When this insurance is primary and there is other insurance for any person or organization, other than

a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- a. There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- b. Such written agreement was in force prior to any **bodily injury** or **property damage**.

21. Waiver of Our Right to Recover Payments (Waiver of Subrogation) - Blanket

SECTION V - CONDITIONS, A. LOSS CONDITIONS is amended. The following provisions are added to **5. Our Right to Recover Payments**. If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms,

the recovery is prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or organization only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under
**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

COMPANY'S CERTIFICATE OF INCORPORATION

**INSERT COMPANY'S SUNBIZ REGISTRATION
PAGE HERE**

<https://dos.fl.gov/sunbiz/>

State of Florida

Department of State

I certify from the records of this office that BERGERON EMERGENCY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 14, 2006.

The document number of this corporation is P06000054436.

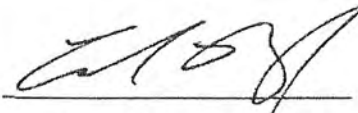
I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 1, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Owner: Ronald M. Bergeron, Jr. (100%)

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of July, 2024*




Secretary of State

Tracking Number: 4833096315CU

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

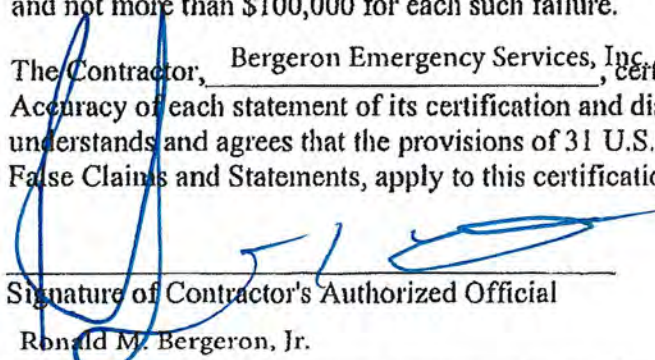
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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 section 1352, title 31, U.S. Code. 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, Bergeron Emergency Services, Inc., certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ronald M. Bergeron, Jr.

Name and Title of Contractor's Authorized Official

April 1, 2025

Date

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 submitted.

To Enroll in E-Verify, Go to <https://idp.uscis.gov/enroll/Everify> - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)
2. Scroll down on the following screen for the link view/print MOU.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Contractor acknowledges and agrees to the following:
 - a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Bergeron Emergency Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801).

Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1893004

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1893004

Approved by:

Employer Bergeron Emergency Services, Inc.	
Name (Please Type or Print) Jason A Otilige	Title
Signature Electronically Signed	Date 09/27/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/27/2022



Company ID Number: 1893004

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bergeron Emergency Services, Inc.
Company Facility Address	19612 SW 69th Place Fort Lauderdale, FL 33332
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	651274968
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1893004

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



Company ID Number: 1893004

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jason A Ottilliae
Phone Number 7865543270
Fax
Email iottilliae@beraerones.com



Company ID Number: 1893004



This list represents the first 20 Program Administrators listed for this company.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Bergeron Emergency Services, Inc. does not:

(Name of Bidding Firm)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Organization: Bergeron Emergency Services, Inc.

Street address: 19612 SW 69th Place

City, State, Zip: Fort Lauderdale, FL 33332

Certified By: Ronald M. Bergeron, Jr.

(type or print)

Title: Founder CEO

Signature:  Date: April 1, 2025

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 1, 2025

Signed: _____

Entity: Bergeron Emergency Services, Inc.

Name: Ronald M. Bergeron, Jr.

Title: Founder CEO

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of April, 2025,

by Ronald Bergeron, JR (name of person
acknowledging).

Gail Friedrich
Notary Public



(Print Notary Name)

State of Florida at Large

My Commission Expires:



(Printed, typed, or stamped commissioned name of notary public)

BIDDER: Bergeron Emergency Services, Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Anti Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

Bergeron Emergency Services, Inc.
_____ does not use coercion for labor or services as defined in FL §
787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: April 1, 20 25

Signed: _____

Entity: Bergeron Emergency Services, Inc.

Name: Ronald M. Bergeron, Jr.

Title: Founder CEO

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

State of Florida

County of

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of April, 2025,

by Ronald Burger, JR (name of person
acknowledging).



Gail Friedrich

Notary Public

Gail Friedrich
(Print/Notary Name)

State of Florida at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

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 (see page 40). 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.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, 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 a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Contractor assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

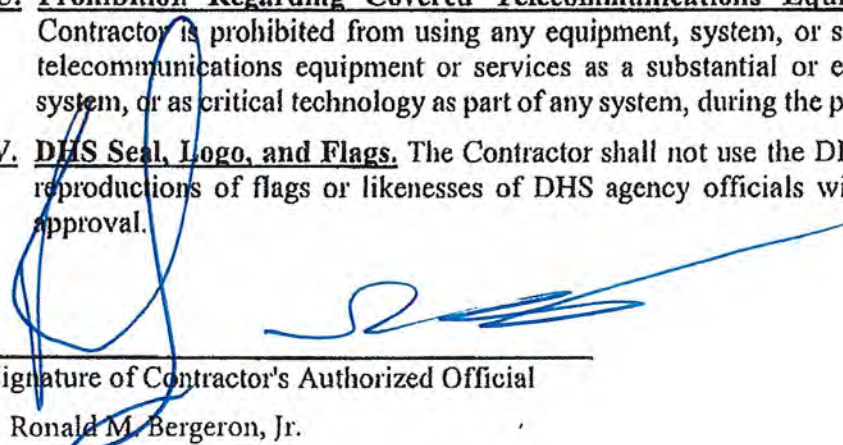
Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

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

T. Domestic Preference Requirements. In accordance with the Build America, Buy America Act (BABAA) and FEMA's interim policy, the Contractor shall, to the greatest extent practicable and as permitted by law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, manufactured products, and construction materials. All iron and steel products must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. The Contractor is required to include this domestic preference requirement in all subcontracts and purchase orders for work or products under this contract. Compliance with these provisions is mandatory and subject to verification by the Town and relevant federal agencies. Failure to adhere to these requirements may result in remedies as deemed appropriate by the Town, including but not limited to contract termination or suspension.

U. Prohibition Regarding Covered Telecommunications Equipment or Services. The Contractor is prohibited from using any equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this contract.

V. 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.



Signature of Contractor's Authorized Official

Ronald M. Bergeron, Jr.

Name and Title of Contractor's Authorized Official

April 1, 2025

Date

