

FIRST AMENDMENT TO THE AGREEMENT

*between*

CITY OF COCONUT CREEK

*and*

**DRC EMERGENCY SERVICES, LLC (DRC)**

*for*

**EMERGENCY FOOD SERVICES**

**RFP NO. 06-10-15-11**

This is a First Amendment dated 2<sup>nd</sup> day of July, 2020 to the Agreement dated the 27th day of August, 2015 ("Agreement"), between the CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, its successors and assigns, (hereinafter referred to as "City"), through its Commissioners;

AND

DRC EMERGENCY SERVICES, LLC. its successors and assigns, (hereinafter referred to as "Contractor").

WHEREAS, Contractor is in the business of providing Emergency Food Services; and

WHEREAS, on August 27, 2015, the City and Contactor signed the Agreement, relating to catering services for the City during an Emergency Event. ;and

WHEREAS, the City desires, and Contractor agrees, to amend the Agreement to make changes to the services, as contemplated by Section 22.4 of the RFP No. 06-10-15-11, under Section II, "Special Terms and Conditions," in light of the current World Health Pandemic, COVID -19, by adding the provision of additional services related to additional cleaning and sanitizing in accordance with CDC Guidelines related to the City's COVID-19 response; and

WHEREAS, DRC will provide additional proactive cleaning and sanitizing while providing emergency food services. DRC agrees to provide all labor, supplies, equipment, tools and supervision to meet the scope of work as provided by the Agreement and by this Amendment; and

WHEREAS, the parties intend that all terms and conditions as stated in the Agreement shall remain in full force and effect, subject only to the amendments contained in this First Amendment to the Agreement, ("Amendment No. 1"); and

WHEREAS, the City and Contractor have mutually agreed upon the terms and conditions as modified herein and as allowed by Florida law; and

WHEREAS, the City has the ability to enter into this Amendment No. 1 under Florida Law and its Home Rule Powers for the protection of the public health, safety and welfare of its residents.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. That this Amendment No. 1 shall formally ratify the City's extension letter, signed by Contractor on July 17, 2019, extending the Agreement between the parties for a one (1) year period commencing September 1, 2019, consistent with Section 5, "Contract Extension," of the Agreement.
3. That Exhibit "A," Schedule of Proposal Prices", to the Agreement hereby remains in effect in its entirety along with the new Exhibit "A-2" "Proactive Cleaning to Minimize the Transmission of Emerging Viral Pathogens (including Coronavirus)", that reflects Services to be provided in response to COVID-19 (including but not limited to: Cleaning, Disinfecting and Sanitizing – Contractor is using a spray bottle, pump-up sprayer, electric sprayer, or ULV Mister to disinfect, ensuring that their serving staff have the applicable Personal Protective Equipment (PPE) and that they clean and sanitize the area where they are preparing, cooking, storing and serving food during the emergency event. The sprayer contains Green Klean, which is the marketing name for "Klorsept Disinfecting Tablets" EPA registration number 71847-6-91038; this product is an EPA approved disinfectant for Coronavirus pathogens) at various City locations. Contractor shall have the option of substituting another EPA registered and approved disinfectant subject to approval by the City's Risk Manager, and Exhibit "A-3" Appendix A, 44 C.F.R. PART 18 – Certification Regarding Lobbying.
4. That new Paragraphs 16) through 21) are hereby added to the Agreement as required by FEMA as a result of those additional services that have been added related to the City's COVID-19 response:



16) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other



contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request



the United States to enter into such litigation to protect the interests of the United States.

17) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

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

b) *Violation; Liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5 (b)(1) the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5 (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5 (b)(1) of this section.

c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary



to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5 (b)(2) .

d) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR §5.5 (b)(1) through (4) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5 (b)(1) through (4) .

18) THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



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

19) DEBARMENT AND SUSPENSION

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by City). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20) BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or



organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 21) PROCUREMENT OF RECOVERED MATERIALS

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. Except to the extent modified herein, all other terms and conditions of the Agreement between the City of Coconut Creek and DRC Emergency Food Services, LLC, for Emergency Food Services for the City dated August 27, 2015 resulting from Request for Proposals Number 06-10-15-11, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement between the City of Coconut Creek and DRC Emergency Food Services, LLC, for Emergency Food Services for the City on the respective dates under each signature: CITY, through its City Commissioners, signing by and through its City Manager, and DRC Emergency Food Services, LLC., signing





by and through Kristy Fuentes, its VP, Sec & Treasurer (Title), who is duly authorized to execute same.

CITY OF COCONUT CREEK, FLORIDA

Karen M Brooks  
Karen M. Brooks, City Manager

Date: 7/2/2020

Attest:

Marianne E. Bowers  
Leslie Wallace May, MMC  
City Clerk  
Marianne E. Bowers  
Deputy City Clerk

Approved as to form:

Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

CONTRACTOR

DRC EMERGENCY SERVICES, LLC  
(DRC)

Company Name

[Signature] 6/9/2020  
Signature of Chief Financial Officer Date  
~~VP, Secretary & Treasurer~~

Kristy Fuentes, VP, Secretary & Treasurer

Type/Print Name of ~~Chief Financial Officer~~ VP, Secretary & Treasurer

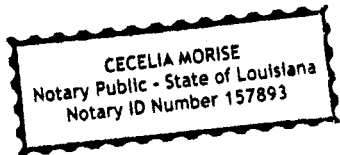
Date: 6/9/2020

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Louisiana :  
*Parish* COUNTY OF Jefferson :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Kristy Fuentes, of DRC Emergency Services, LLC a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9th day of June, 2020.



*Cecelia Morise*

Signature of Notary Public  
State of ~~Florida~~ Louisiana

Print, Type or Stamp

- Personally known to me or  
 Produced Identification

- Type of I.D. Produced  
 DID take an oath, or  
 DID NOT take an oath.

# EXHIBIT "A"

**CITY OF COCONUT CREEK  
EMERGENCY FOOD SERVICES  
RFP NO. 06-10-15-11**

## SCHEDULE OF PROPOSAL PRICES

Item	Description	Time	COST PER MEAL
1	Hot Breakfast – 7:00 a.m.	6:00 a.m. – 11:00 a.m.	\$15.00
2	Box Lunch (Sandwich, Chips and Cookie)	11:30 a.m. – 5:00 p.m.	\$11.63
3	Hot Dinner	5:30 p.m. – 11:00 p.m.	\$27.00
4	Box Late Serving (Sandwich, Chips and Cookie)	11:30 p.m. – 5:30 a.m.	\$11.63
<b>Total Cost Per Person (Items 1, 2, 3 and 4)</b>			<b>\$65.26</b>

Description	Fee
Cancellation Fee	**\$0.00
<p>**City will be responsible for all meals ordered unless cancelled within twenty-four (24) hour written notice and written acknowledgement of cancellation by Contractor.</p> <p>There shall be no charge to City for Contractor providing additional cleaning and sanitizing of area where food is prepared, cooked, served, or stored per the CDC Guidelines in response to COVID-19.</p>	



## EXHIBIT "A-2"

# Proactive Cleaning to Minimize the Transmission of Emerging Viral Pathogens (including Coronavirus)

This is a general guideline for the proactive cleaning and disinfecting of surfaces to minimize the transmission of emergent viral pathogens including coronavirus disease 2019 (abbreviated "COVID-19"). This guide may be superseded by federal, state and local regulations.

### About Coronavirus

According to the U.S. Centers for Disease Control (CDC), coronaviruses (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS-CoV) and Severe Acute Respiratory Syndrome (SARS-Co V). A novel coronavirus (nCoV) is a new strain that has not been previously identified in humans. CDC is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in Wuhan City, Hubei Province, China and which has now (as of this publication) been detected in 60 locations internationally, including cases in the United States. The virus has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19"). The CDC has setup a [Coronavirus Disease 2019 \(COVID-19\) Situation Summary](#) page to provide updated information as it becomes available, in addition to updated guidance.

The CDC has also provided information about how the virus potentially spreads. This is important knowledge for those creating cleanup plans for individual buildings and facilities. According to the CDC, their current understanding about how COVID-19 spreads is largely based on what is known about similar coronaviruses. COVID-19 is a new disease and there is more to learn about how it spreads, the severity of illness it causes, and to what extent it may spread in the United States. The virus is thought to spread mainly from person-to-person. This could be between people who are in close contact with one another (within about 6 feet) or through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads.

### Scope of Cleanup Protocol

This proactive cleanup protocol involves a facility or structure cleaning and disinfection and where there is no known active threat of COVID-19 contamination or exposure. This would be a proactive cleaning action and/or ongoing cleaning driven from current, active events. In this scenario, the facility can be cleaned using the general guidelines provided within



this document. Please note that these are general guidelines only. Building and catering spaces greatly differ. Each location will require individual planning.

The scope of work will be created and agreed upon by the customer and DRC to ensure a set of agreeable expectations. The customer needs to acknowledge that cleaning and disinfecting will only apply to the current state of the structure and contents. The structure would not be protected from future COVID-19 contamination if an infected person was to enter and occupy the building.

## Exclusions to Cleanup Protocol

Beyond the scope of this cleanup protocol is a situation involving a Person Under Investigation (PUI).

1. A PUI includes someone who is involved in a quarantine situation or has come in contact with someone who has been in a quarantine situation. Also, beyond the scope of this cleanup protocol is a situation involving a confirmed positive case of SARS-CoV-
2. In both these situations, it is advised to consult with an Industrial Hygienist for confirmation of cleaning methodology and clearance criteria.

## Cleanup Scope of Work and Planning

The CDC encourages cleaning of high touch surfaces such as counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and tables at a minimum. Cleaning removes the soil and dirt that harbors the infectious agents, while disinfecting kills the remaining environmental pathogens. Cleaning is a necessary first step in disinfecting a surface. Both cleaning and disinfecting must be a part of our scope of work and plan.

Surfaces to consider for cleaning and/or disinfecting based on porosity would include but are not limited to:

### Kitchen/Food Areas

- tables and chairs
- countertops
- cabinets and pulls
- doorknobs
- floors-hard surfaces/wood
- mats
- food contact surfaces
- light switches
- paper towel/napkin dispensers
- push doors
- salt and pepper shakers
- sink hardware
- soap dispensers
- tabletops

### Bathrooms

- bathroom stalls
- countertops
- cabinets/vanities and pulls
- doorknobs
- floors-hard surfaces/wood
- handrails
- light switches
- paper towel/napkin dispensers
- sink hardware
- sinks
- soap dispensers
- toilets
- diaper changing station



## Personal Protective Equipment (PPE)

Personal protective equipment (PPE) should be selected and used to maintain worker health and safety. Due to potential respiratory exposure to particulates, at a minimum a N-95 respirator should be worn by all cleanup personnel. Additionally, all cleanup personnel should wear nitrile gloves. PPE shall be provided by DRC.

Donning procedures should be established and adhered to throughout the cleaning and disinfecting process. Cleanup personnel should don PPE prior to engaging in cleaning and disinfecting surfaces, and/or manipulating contents. During the cleaning and disinfecting process, cleanup personnel should keep their PPE on while working in the space. Cleanup personnel should avoid touching their face while working to limit dermal exposure. Doffing procedures should be established and adhered to throughout the cleaning and disinfecting process. When removing PPE and other soiled materials, do not allow the outer surfaces of PPE and other soiled material to contact bare skin. Wash hands with soap and water for at least 20 seconds after exiting the workspace.

## Cleanup Procedures

These procedures focus on the critical role cleaning plays in preventing the transmission of viruses. Cleanup procedures may vary depending on the environment, but the general guideline includes

- [1] cleaning of porous and non-porous surfaces,
- [2] disinfecting of non-porous surfaces,
- [3] cleaning and disinfecting of equipment, tools, and/or supplies used for cleanup process,
- [4] disposal of waste.

### 1. Cleaning of Porous and Non-porous Surfaces

The CDC describes cleaning as removing germs, dirt, and impurities from surfaces or objects. Cleaning works by using a detergent and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection. Some materials cannot be cleaned with detergent and water without being damaged. For this reason, paper and paper products are not able to be cleaned and/or disinfected. Cleaning methods typically used on water sensitive materials such as vacuuming or dry sponging would not be capable of removing enough soil and residue to be effective.

Porous materials like carpet, area rugs, upholstered items, and draperies that are not water sensitive, can be wet cleaned using a Hot Water Extraction. These types of materials will be avoided during the catering event. Non-porous materials like hard surface floors, cabinets, countertops, doorknobs, and plumbing fixtures can be wet cleaned using a variety of hard surface cleaners (general purpose cleaners) and cleaning methods.

### 2. Disinfecting of Non-porous Surfaces

The CDC describes disinfecting as killing germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection. Non-porous materials like hard surface



floors, cabinets, countertops, doorknobs, and plumbing fixtures can be disinfected using a variety of disinfectants. The best chemical will be determined for use as exact surfaces are examined. Currently there are no disinfectants that have been tested specifically for this particular emerging viral pathogen. The CDC recommends usage of a labeled Hospital Grade disinfectant with claims against viruses similar to SARS-CoV-2.

ServprOXIDE™ (a product used by a subcontractor of DRC's) is a hospital-grade disinfectant that has demonstrated effectiveness against viruses similar to SARS-CoV-2 on hard, non-porous surfaces. Per the CDC, this product can be used against SARS-CoV-2 when used in accordance with the directions for use against Norovirus Feline Calicivirus and Canine Parvovirus, Strain Cornell-780916, ATCC VR2016 on hard, non-porous surfaces. In addition, ServprOXIDE™ currently has EPA-approved claims for Feline coronavirus (Strain WSU 79-1683, ATCC VR 989) and Canine coronavirus (Strain 1-71, ATCC VR-809). As with all emerging-type pathogens, proper PPE use is of the utmost importance.

These disinfectants are normally applied using a spray bottle, pump-up sprayer, electric sprayer, or ULV Mister and must dwell on the surface for 10 minutes. Once again, label directions will be followed for the specific disinfectant being used.

### 3. Cleaning and Disinfecting of Equipment, Tools, and/or Supplies Used for Cleanup Process

Any equipment, tools, and/or supplies used for the cleanup process must be cleaned and disinfected using the cleaning methods described in step 1 and 2. This is to ensure that potential contamination is not moved to other parts of the structure.

### 4. Disposal of Waste

All used gloves and disposable respirators should be bagged within the work area. As of the date of this publication, waste can be disposed within your franchise dumpster. Cleaning towels should be bagged separately and taken for laundering.



EXHIBIT "A-3"

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

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

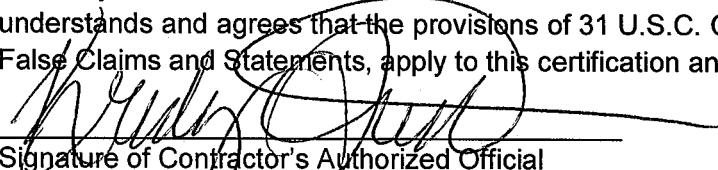
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, United States Service Industries, 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

*Krissy Fuentes, VP, Secretary & Treasurer*  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

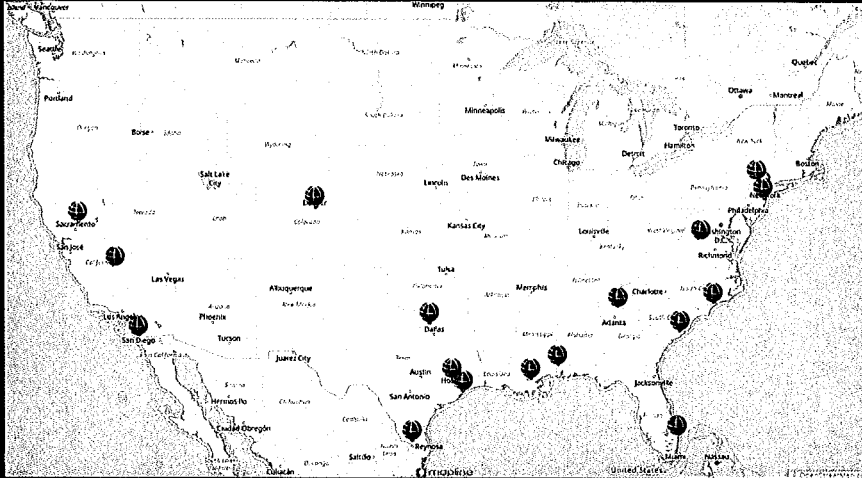
*6/9/2020*  
\_\_\_\_\_  
Date





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

**DRC CONTACT ADDRESSES**  
110 Veterans Blvd., Suite 515  
Metairie, LA 70005



**REGIONAL MANAGER**



**Jay Gunter**  
Regional Manager  
Email: jgunter@drcusa.com  
Cell: 386.507.1011

**DRC CONTACTS**



**Lisa Garcia Walsh**  
Contract Manager  
Email: lgarcia@drcusa.com  
Office: 504.482.2848  
Cell: 504.715.9052



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



**Mark Stafford**  
Vice President of Response and Recovery  
Email: mstafford@drcusa.com  
Office: 504.482.2848  
Cell: 504.415.7945



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



**John Sullivan**  
President

