

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 13<sup>th</sup> day of March, 2020, between the City of Coral Gables (hereinafter called the "City"), and Witt O'Brien's, LLC., (SECONDARY), (hereinafter called the "Professional").

**RECITALS**

**WHEREAS**, the City desires to enter into an agreement with the Professional to provide Disaster Debris Monitoring Services ("Services"); and

**WHEREAS**, the City having investigated the qualifications of the Professional to perform the Services herein contemplated and found those qualifications satisfactory; and

**WHEREAS**, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

**WHEREAS**, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for the provision of Disaster Debris Monitoring Services, pursuant to RFP 2019-008.

**I. GENERAL PROVISIONS**

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the Services in accordance with the requirements stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The term of this Agreement (the "Professional Period") shall commence upon the execution date and shall thereafter run conterminously with the term of the agreement entered into pursuant to RFP 2018-001 for Disaster Debris Monitoring Services, effective May 23, 2018 for a three (3) year period, expiring on May 22, 2021, with the option to renew for two (2) additional two (2) year periods ("Primary Agreement") To be clear, the initial term of this Agreement shall not extend beyond the initial term of the Primary Agreement. For the avoidance of doubt the reference to RFP 2018-001 is solely for the purpose establishing the Agreement Period of this Agreement and therefore RFP 2018-001 is not incorporated herein nor shall it's terms and conditions be considered part of this Agreement.

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1.2.1 The Professional Period may be extended as indicated in paragraph 1.2 upon mutual agreement between the City (through the City Manager) and the Professional subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award" or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Services – Exhibit A
- b) Compensation – Exhibit B
- c) City Resolution and applicable Code provisions - Exhibit C
- d) City Request for Proposal ("RFP") 2019-008 – Exhibit D
- e) Professional's Response to RFP – Exhibit E
- f) Insurance Certificates – Exhibit F
- g) Sample Notice to Proceed (NTP) – Exhibit G
- h) 2 C.F.R. s. 200.317 – s. 200.326 – Exhibit H
- i) Professionals' Pre-Hurricane Season Checklist – Exhibit I
- j) Main Points of Contact – Exhibit J

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) or Purchase Order (PO) to the Professional from the Public Works Director/Designee (herein referred to as the "Contract Administrator") establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

#### 1.4.1 Deliverables (Prior to Hurricane Season)

Annually, the Professional shall:

- a) by no later than April 1st of each year, but in any event prior to the start of hurricane season, and at no cost to the City, meet with City personnel to discuss disaster planning and preparations.
- b) submit to the City for review and approval a mobilization plan outlining timeframes, tasks, and deliverables.
- c) request from the City the information outlined in the Pre-Hurricane Season Checklist, attached hereto as Exhibit I.
- d) provide updated contact information for the Project Management Team, as defined in Exhibit A of the Agreement. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Professional shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member.

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- i. A replacement of any team member on the Project Management Team is subject to the approval of the City. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.
- ii. The Professional and City's main points of contact are outlined in Exhibit J of this Agreement.

1.5 Background Investigation. The Professional agrees that all employees of the Professional may be subject to an annual Level 2 background investigation.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Contract Administrator.

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing Services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

Additionally, Professional agrees that in accordance with the Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) that by entering into a contract exceeding \$100,000 involving federal funding, it must comply with all Federal Drug Free Workplace requirements in accordance with the Act.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Contract Administrator.

1.9 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing Services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations. The Professional further agrees that it will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by FEMA or is considered sensitive consistent with applicable Federal, state, and/or local laws regarding privacy and obligations of confidentiality. Release of any information by the Professional shall be in accordance with the Freedom of Information Act (FOIA).

**II. PROFESSIONAL SERVICES**

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.4 of the Agreement.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Contract Administrator for review. In addition, the Professional shall submit a monthly report to the Contract Administrator, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

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**III. COMPENSATION**

3.1 Basic Compensation. In full consideration of the Services of the Professional hereunder, the Professional shall be paid in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City reserves the right to contract with the Professional for additional services, not originally outlined in Exhibit A. Additional services shall be compensated at rates stipulated in Exhibit B. Reimbursement for equipment, material and for subcontracted services not stipulated in Exhibit B shall be included in the formal written proposal for additional services and will be considered on a case-by-case basis. If applicable, the additional services shall be added to the agreement via a mutually signed Amendment. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City, State, and Federal regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Contract Administrator.

3.3 Not to Exceed. The maximum contract sum payable by the City to Professional for Services performed under this Contract shall not exceed the dollar amount stipulated in the Notice to Proceed (NTP) or Purchase Order (PO). The not-to- exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP/PO will be amended accordingly in writing by the City (through the Contract Administrator). If Professional continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

**IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL  
HOLD HARMLESS PROVISIONS**

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional , any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.



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4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work to the extent and caused by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.5.1 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub consultant, any person or organization directly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

4.5.2 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Supplier or any other party, Supplier will reimburse CITY \$50.00 for each employee work hour spent

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reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:

- Mayor or City Commissioner: \$300.00 per hour
  - City Manager: \$250.00 per hour
  - An Assistant City Manager or Department Director: \$250.00 per hour
  - An Assistant Department Director: \$100.00 per hour
  - City Attorney or Deputy City Attorney: Prevailing market rates
  - Other City employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

**V. INSURANCE**

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City except for the Professional Liability Insurance Policy. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables  
Insurance Compliance  
P.O. Box 100085 – CE  
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per claim with a self-insured retention per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the

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Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

f. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

g. Except for Worker's Compensation and Professional Liability, the City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

h. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

i. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

**VI. SOVEREIGN IMMUNITY**

6.1 The Professional acknowledges that the Florida Doctrine of Sovereign

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Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

**VII. STANDARD OF CARE**

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

7.3 The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is employed by the PROFESSIONAL. Throughout the term of the agreement, the City reserves the right to approve/reject the re-designation of any of the PROFESSIONAL's staff assigned to the City.

**VIII. NON-DISCRIMINATION**

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

8.4 (As per Executive Order 11246) The Professional may not discriminate against any employee or applicant for employment because of age, race, color, creed,

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sex, disability or national origin. The Professional agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.

8.5 **Davis-Bacon Act:** If applicable to this contract, the Professional agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). All Professionals are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Professional must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**IX. CONFLICT OF INTEREST**

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

**X. CONFIDENTIALITY**

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

**XI. OWNERSHIP OF DOCUMENTS**

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

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**XII. TRUTH-IN-NEGOTIATION CERTIFICATE**

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

**XIII. NOTICE**

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

Peter J. Iglesias, P.E.  
City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

cc: Miriam Soler Ramos, Esq., City Attorney

Notice as to the Professional shall be to:

Witt O'Brien's, LLC  
Attention: Director of Contracts  
818 Town & Country Blvd., Suite 200  
Houston, TX 77024  
Phone: 281-606-4721  
Alternate Phone: 202-207-2935  
Email: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com) with a copy to  
[cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

Legal Notices to:  
Witt O'Brien's, LLC  
Attention: Legal Counsel  
2200 Eller Drive  
Fort Lauderdale, FL 33316  
Email: [blong@ckor.com](mailto:blong@ckor.com) with a copy to  
[cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)

**XIV. DEFAULT AND TERMINATION**

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination

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for convenience, the Professional shall be paid for all services performed through the date of termination (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City.

In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, the City may immediately terminate the Agreement, if after notifying the Professional in writing, the Professional does not commence to correct the deficiencies to the satisfaction of the City within seventy-two (72) hours of such notice. Such notice shall provide reasonable specificity to the Professional of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Professional shall, upon demand, promptly reimburse the City for reasonable and necessary properly documented costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Professional of such termination in writing, with instruction to the effective date of termination or specify the state of work at which the Agreement is to be terminated. Upon receipt of a final termination or suspension notice, Professional shall proceed promptly to carry out the actions required in such notice. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall either party be liable for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement or insolvency after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City. Notwithstanding the foregoing, the City acknowledges that in the course of its performance under the Agreement the Professional may use products, materials and methodologies previously developed and proprietary to Professional, and the City agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement, if any, executed by the parties.

**XV. UNCONTROLLABLE FORCES**

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an

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uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**XVI. MODIFICATION**

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties. In order to be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, or change order must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications.

**XVII. ASSIGNMENT AND SUBCONTRACTING**

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

**XVIII. AUDITS**

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.



**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

**XIX. AVAILABILITY OF FUNDS**

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission. In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal year for this Agreement, the City shall have the right to stop Services or terminate the Agreement for convenience in accordance Article XIV of this Agreement.

**XX. COMPLIANCE WITH LAWS**

20.1 In performance of the Services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the Services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

20.3 Clean Air Act.

a. The Professional 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 Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**20.4 Federal Water Pollution Control Act.**

a. The Professional 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 Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

**20.5 Federal Suspension and Debarment.** 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 Professional is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Professional 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.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional 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 the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Professional 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 Professional further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**20.6 Byrd Anti-Lobbying Amendment.** Professionals 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.

**20.7 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

only. The Professional will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including those set forth in Exhibit G.

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

20.9 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS The Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

20.10 Energy Policy and Conservation Act (43 U.S.C. §6201) The Professional shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**XXI. FEDERAL AND STATE TAXES**

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

**XXII. SUCCESSORS AND ASSIGNS**

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

**XXIII. CONTINGENT FEES**

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional,

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**XXIV. ENTIRETY OF AGREEMENT**

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

**XXV. COUNTERPARTS**

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

**XXVI. WAIVER**

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**XXVII. SEVERABILITY, SURVIVAL**

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

**XXVIII. GOVERNING LAW AND VENUE**

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

**XXIX. TIME IS OF THE ESSENCE**

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

**XXX. WAIVER OF TRIAL BY JURY**

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

**XXXI. FLORIDA PUBLIC RECORDS LAW  
FLORIDA STATUTES CHAPTER 119, *et seq.***

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**XXXII. ACCESS TO WORKSITE**

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

**XXXIII. DHS SEAL, LOGO, AND FLAGS**

33.1 The Professional shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**XXXIV. NO OBLIGATION BY FEDERAL GOVERNMENT**

34.1 The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.

**XXXV. WAIVER OF CONSEQUENTIAL DAMAGES**

35.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

**XXXVI. PROCUREMENT OF RECOVERED MATERIALS**

36.1 Professional must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XXXVII. HEADINGS**


37.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**


**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

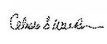
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David J. Ruiz  
Risk Management Division

Approved by Department Head  
or head of negotiations team as to  
the negotiated business terms


DocuSigned by:  
  
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Hermes Diaz, P.E.  
Director, Public Works

Approved as to compliance with

Applicable Procurement Requirements:


DocuSigned by:  
  
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Celeste S. Walker-Harmon  
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:


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Diana M. Gomez,  
Finance Director

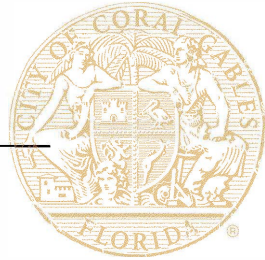
AS TO CITY:

  
Peter J. Iglesias, P.E.  
City Manager


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Eduardo Santamaria, P.E.  
Assistant City Manager

ATTEST:

DocuSigned by:  
  
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Billy Y. Urquia  
City Clerk



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

DocuSigned by:  
  
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Miriam Soler Ramos, Esq..  
City Attorney

ATTEST:

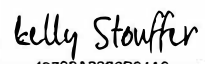

Corporate Secretary

Print Name: \_\_\_\_\_

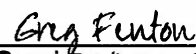
(SEAL)

(OR)

WITNESSES (2):

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Print Name: Kelly Stouffer  
  
Print Name: Alia Qaissy  
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AS TO PROFESSIONAL

DocuSigned by:  
  
Greg Fenton, Chief operating officer

Print Name: Greg Fenton

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT A  
SCOPE OF SERVICES  
(RFP SECTION 2 – SCOPE OF SERVICES/WORK)**



## **SECTION 2**

### **Request for Proposals (RFP) No. 2019-008**

#### **2.0 SCOPE OF SERVICES/WORK**

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##### **I. PURPOSE**

Through this RFP, the City of Coral Gables, Florida ("City") intends to award additional levels of service by contracting with a Secondary and Tertiary proposer for Disaster Debris Monitoring Services. Proposers shall be a qualified and experienced professional firm(s) ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The selected/awarded proposers ("Successful Proposer") will be required to provide debris monitors and debris monitoring services to assist the City with the monitoring operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City. Furthermore, the Successful Proposer may be required to facilitate communication with agencies such as: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) the State of Florida and other State, County and/or Federal agencies, coordination with State insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

In providing the services solicited here in, the Successful Proposers shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide FP 104-009-2 / April 2018 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris removal required. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

##### **II. SCOPE**

###### **A. Disaster Debris Monitoring Services**

The Successful Proposer shall provide all management, supervision, labor, logistical support, transportation, and equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities.

The Successful Proposer shall observe day-to-day operations performed by the City's independent debris removal contractor(s) including, but not limited to, tree cutting, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D), vegetative debris, and any other disaster related debris. The Successful Proposer shall ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Scope of Services for Disaster Debris Monitoring shall include, but not be limited to:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.

- 4) Hiring, scheduling, and managing field staff.
- 5) Supplying sufficient number of trained debris monitors and trained field supervisors to accommodate:
  - a. the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 6) Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 7) Assisting the City with responding to public concerns and comments.
- 8) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 9) Issuing tickets properly and accurately.
- 10) Entering tickets into a database application for electronic recording.
- 11) Developing daily operational reports to keep the City informed of work progress.
- 12) Development of maps, GIS applications, etc. as necessary.
- 13) Reporting issues that require action (safety concern, contractor non-compliance and improper equipment use).
- 14) Ensuring that debris contractor work is within the assigned scope of work and report if debris removal work does not comply with local ordinances, as well as State and Federal regulations.
- 15) Assisting the City by providing and/or preparing any information and documents necessary for Federal or state reimbursement and audits.

**B. Emergency Management Planning and Training** - As directed by the City, the Successful Proposer shall provide:

- 1) Comprehensive emergency management plans (e.g. Continuing of Operations (COOP), Emergency Operations Plans (EOP)) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development or update of existing Debris Management Plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the City.
- 8) Other reports and data as required by the City.
- 9) Other emergency management and consulting services identified and required by the City.

**C. Public Assistance Consulting Services** - As directed by the City, the Successful Proposer shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment;
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet generation and review;
- 8) FEMA, FHWA and NRCS reimbursement support;
- 9) Grant Application and Management Services, including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor.
- 10) Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation.

- 11) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- 12) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- 13) Appeal services and negotiations;
- 14) Reconstruction and long-term infrastructure planning; and
- 15) Final review of all emergency and permanent work performed.

### III. MEETINGS WITH CITY PERSONNEL

- 1) City personnel will conduct a kick-off meeting, with the Successful Proposer when the contract is fully executed.
- 2) The Successful Proposer shall meet with City representatives and the debris removal contractor(s) at a minimum daily during a disaster.
- 3) **By no later than April 1<sup>st</sup> of each year and at no cost to the City**, the Successful Proposer shall meet with City personnel to discuss disaster planning and preparations. At least one (1) week prior to said meeting, the Successful Proposer shall provide the City's Emergency Manager and the Department of Public Works with an updated contact list in the Project Management Team. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Successful Proposer shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member. **A replacement of any team member on the Project Management Team is subject to the approval of the City's Emergency Manager and the Public Works Department. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.**

### IV. PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

The Successful Proposer shall establish a Project Management Team which may consist of the following members. The Project Management Team will be activated and utilized at the discretion of the City:

- 1) Project Manager
- 2) Operations Manager
- 3) Field Supervisors
- 4) Debris Loading Site Monitors
- 5) Debris Site/Tower Monitors
- 6) Clerical / Data Entry Supervisor (Data Manager)
- 7) Clerical Staff/Data Entry Clerk
- 8) Billing and Invoice Analyst
- 9) Environmental Specialists
- 10) GIS Analyst
- 11) Administrative Assistant
- 12) Public Assistance Coordinator
- 13) Others, as needed

The Successful Proposer may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the price proposal form.

#### A. Project Manager & Operations Manager

The Successful Proposer's **Project Manager** shall serve as the point of contact for the City and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

The Successful Proposer's **Operations Manager** shall oversee Debris Removal Contractor(s) and general field operations including monitors and data managers. The Operations Manager shall be on-site at all times the contract is operational.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Assign Debris Monitoring Field Supervisors to oversee the Debris Removal Contractor(s), Debris Monitors, and Clerical/Data Entry Supervisors.
- 2) Ensure a sufficient number of trained debris monitors are available.
- 3) Provide tower / disposal site monitors to observe and record all debris loads entering and exiting the temporary debris management sites.
- 4) Provide data entry and document processing personnel.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Successful Proposer or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 8) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile debris removal contractor invoices submitted to the City and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- 10) Preparation of interim operations and status reports and final report, as directed by the City.

#### B. Debris Monitoring Field Supervisor

The Successful Proposer will provide one (1) debris monitoring field supervisor for no more than seven (7) debris monitors. The Debris Monitoring Field Supervisor services include, but are not limited to:

- 1) Overseeing and supervising loading site and disposal site debris monitoring activities.
- 2) Scheduling debris monitoring resources and deployment timing.
- 3) Communicating and coordinating with City/County personnel.
- 4) Providing suggestions to improve the efficiency of collection and removal of debris.
- 5) Coordinating daily activities and future planning.
- 6) Remaining in contact with debris management/dispatch center or supervisor.
- 7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- 8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- 9) Documenting and recording measurements and computations, and capturing all FEMA required data associated with debris removal.
- 10) Documenting truck hauling compartment condition using digital photographs.
- 11) Preparing a master log book of all hauling equipment used by the City's debris removal contractor.
- 12) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s).

#### C. Monitors

The Successful Proposer will provide trained debris monitoring personnel to oversee: (i) the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites and (ii) the cutting, staging, measuring, and digital (data and photographic) documentation of eligible hanging branches and limbs, leaning trees that require removal, and stump removal. Services include, but are not limited to:

C.1 Debris Monitors

The Successful Proposer will provide debris monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on FEMA requirements and initiate documentation for debris removal using tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal, operations.
- 2) Monitoring collection activity of trucks.
- 3) Issuing tickets at loading site for each load.
- 4) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely.
- 5) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
- 6) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment.
- 7) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
- 8) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- 9) Properly monitoring and recording performance and productivity of debris removal crew.
- 10) Remaining in regular contact with debris management/dispatch center or supervisor.
- 11) Ensuring that loads are contained properly before leaving the loading area.
- 12) Ensuring that only eligible debris is collected for loading and hauling.
- 13) Ensuring that only debris from approved public areas is loaded for removal.
- 14) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.
- 15) Answering questions from residents and motorists; referring complaints and concerns to appropriate debris monitoring supervisor.

C.2 Debris Tower/Site Monitors

The Successful Proposer will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in Cubic Yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations.
- 2) Documenting measurements and computations.
- 3) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the ticket.
- 4) Initialing each ticket before permitting trucks to proceed from the check-in area to the tipping area.
- 5) Remaining in regular contact with debris management/dispatch center or field supervisor.
- 6) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

D. Clerical/Data Entry Supervisor (Data Manager)

The Successful Proposer will provide a Clerical/Data Entry Supervisor (Data Manager) to coordinate data entry and information management systems. Services include, but are not limited to:

- 1) Supervising the preparation of detailed estimates and submitting them to the City.
- 2) Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
- 3) Implementing and maintaining a disaster debris management system linking the ticket and debris management site information, including reconciliation and photographic documentation processes.

- 4) Providing daily, weekly, or other periodic reports for the City noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- 5) Designing and implementing quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
- 6) Serving as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

#### E. Clerical Staff/Data Entry Clerk

The Successful Proposer will provide clerical staff/data entry clerk(s) as required to enter ticket information into the Successful Proposer's information management systems and to respond to specific directions from the data entry supervisor.

#### F. Billing and Invoice Analyst

The Successful Proposer will provide a Billing/Invoice Analyst to inspect and audit invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with debris removal contractors to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.

#### G. Environmental Specialist

The Successful Proposer will provide an Environmental Specialist to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.

#### H. Geographic Information System (GIS) Specialist

The Successful Proposer will provide Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.

#### I. Administrative Assistant

The Successful Proposer will provide an Administrative Assistant to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

### **V. NOTICE TO PROCEED AND DEPLOYMENT**

Services by the Successful Proposer shall begin upon receipt of a written Notice to Proceed (NTP) signed by the Contract Administrator. The NTP will indicate the date on which operations outlined will commence and its duration, the scope of work, and a not-to exceed amount. The duration, scope of work, and/or not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City. If the Successful Proposer continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

Within twelve (12) hours of the issuance of a Notice to Proceed (NTP), the Successful Proposer shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the City. Additional sites may be added as debris removal efforts increase.

The Successful Proposer shall contact the City representative within 24 hours of a hurricane being named to begin planning process, within 72 hours prior to the arrival of a hurricane, and within six (6) hours upon the occurrence of a major disaster in which there is no advance notification/warning.

### **VI. RIGHT OF ENTRY WORK**

The City may require the Successful Proposer to perform work on private property. If this is necessary, the Successful Proposer will:

- a. Manage the administration, mailing and collection of Right of Entry documentation.

- b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- c. Monitor and document the work for reimbursement and reconciliation purposes.
- b. Serve as City's public relations representative on site as work is being performed.

## **VII. DELIVERABLES**

### **A. Daily Report.**

The Successful Proposer shall prepare and submit electronically daily operational reports, including Geographic Information Systems (GIS) mapping data updates, throughout the duration of the emergency recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate City personnel or designee. Each daily report shall contain the following minimum information:

- 1) Debris hauling company names.
- 2) Number of trucks, number and type of loading equipment, number of loads, total cubic yards collected for the day, cumulative total of debris collected (in cubic yards).
- 3) Tree cutting/removal company name(s), number of cutting crews, daily progress maps noting completed streets for branch/limb cutting, specific addresses (including GPS coordinates) where trees have been removed. This includes hanger branches, leaner trees, stumps...etc, as well as capturing the City's tree identification number.

GIS mapping data provided by the Successful Proposer must be able to integrate with the City's GIS system (i.e. compatible with ESRI or equivalent) and the City's tree management software system (i.e. TreeKeeper Management Software by Davey Tree Expert Company or equivalent).

All GIS layers required by the Successful Proposer will be provided by the City, prior to an event or as soon as possible to ensure up to date files and consistency in field structure.

### **B. Final Report.**

A final report shall be prepared by the Successful Proposer and submitted electronically and in hard-copy to the appropriate City personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: (1) a discussion of disaster response requirements; (2) Discussion of lessons learned and recommendation for future disaster response, including the City's recovery contract requirements and results; (3) Recommendation for future disaster response strategies; (4) Digital copies of manifests, certificates, and related documents; (5) All other data taken during the implementation of the disaster response plan.

### **C. Project Completion**

At a minimum, the following deliverables must be provided to the City electronically and in hard-copy at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete-deliverables to meet the needs of the City.

- 1) Original tickets shall be boxed, bound by date and sorted by ticket number
- 2) Ticket logs including all information from ticket
- 3) Daily tower logs
- 4) List of all personnel with signatures and initials
- 5) Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution
- 6) List of tickets issued by monitors and a list of lost/voided tickets
- 7) Each pile of ineligible debris shall be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT B  
COMPENSATION**



**PROPOSAL PRICING FORM (NEGOTIATED)**  
**RFP 2019-008 DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**Instructions:** Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices, pursuant to this RFP, shall remain fixed and firm until May 22, 2021 (Refer to RFP Section 1.2). Prior to each renewal term, unit prices may be negotiated by the City with the Successful Proposers.

<b>Item</b>	<b>Description/Positions</b>	<b>Estimated Hours*</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extended Amount</b> <i>(Unit Price x Estimated Hours)</i>
<b>1</b>	Project Manager	80	Hourly	\$80.00	\$6,400.00
<b>2</b>	Operations Manager	336	Hourly	\$68.00	\$22,848.00
<b>3</b>	Field Supervisors	1344	Hourly	\$58.00	\$77,952.00
<b>4</b>	Debris Loading Site Monitors	7056	Hourly	\$38.00	\$268,128.00
<b>5</b>	Debris Site/Tower Monitors	2352	Hourly	\$38.00	\$89,376.00
<b>6</b>	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$62.00	\$9,920.00
<b>7</b>	Clerical Staff / Data Entry Clerks	480	Hourly	\$29.00	\$13,920.00
<b>8</b>	Billing and Invoice Analyst	40	Hourly	\$40.00	\$1,600.00
<b>9</b>	Environmental Specialist	16	Hourly	\$64.00	\$1,024.00
<b>10</b>	GIS Analyst	16	Hourly	\$60.00	\$960.00
<b>11</b>	Administrative Assistant	40	Hourly	\$31.50	\$1,260.00
<b>12</b>	Public Assistance Coordinator	80	Hourly	\$110.00	\$8,800.00
				<b>TOTAL:</b> <b>(Items 1 to 12)</b> <i>(Sum of Extended Amounts)</i>	<b>\$502,188.00</b>

\*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

**Optional Positions.** Proposer may include other positions, with hourly rates and attach a job description for each position.

Item	Description / Position	Unit of Measure	Unit Price
1	SEE ATTACHED SHEET FOR	Hourly	\$
2	ADDITIONAL OPTIONAL	Hourly	\$
3	POSITIONS AND THEIR	Hourly	\$
4	HOURLY RATES	Hourly	\$
5		Hourly	\$

Authorized Signature:  Title: Chief Operating Officer

Print/Type Name: Greg Fenton Phone

E-mail: Fax

Firm Name: Witt O'Briens LLC F.E.I.N. No: 27-2783923

Address: 818 Town and Country Blvd, Suite 200 City Houston State: TX

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PRICE PROPOSAL WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.

## Additional Positions

### Rate Schedule I (Labor and Overhead Including Travel)

POSITIONS	HOURLY RATES
Senior Advisor for Disaster Recovery	\$298.00
Project Manager - Recovery	\$206.00
Senior Disaster Recovery Specialist	\$193.00
Disaster Recovery Specialist	\$178.00
Mitigation Specialist	\$168.00
Appeals Specialist	\$195.00
Senior Planner	\$208.00
Planner	\$196.00

### Additional Position Descriptions

Other Suggested Positions and Responsibilities	
Name   Position	General Responsibilities
<b>Senior Advisor for Disaster Recovery</b>	<ul style="list-style-type: none"> <li>Provides oversight for contract performance and administration activities</li> <li>Acts as principal advisor to senior officials of client organizations</li> <li>Provides policy guidance and is responsible for high level coordination</li> </ul>
<b>Project Manager – Recovery</b>	<ul style="list-style-type: none"> <li>Program Advisor responsible for coordinating all level Disaster Recovery Specialists</li> <li>Provide technical assistance for applicant specific issues</li> <li>Serves as senior technical advisor for mitigation issues</li> <li>Responsible for maximizing all mitigation opportunities</li> <li>Serves as Program Advisor responsible for coordinating lower level Disaster Recovery Specialists</li> </ul>
<b>Senior Disaster Recovery Specialist</b>	<ul style="list-style-type: none"> <li>Assigned directly to applicants to provide technical assistance for their specific issues</li> <li>Serves as senior technical advisor for mitigation issues</li> <li>Responsible for working closely with the contract and client staff to ensure that all mitigation opportunities are maximized.</li> </ul>
<b>Disaster Recovery Specialist</b>	<ul style="list-style-type: none"> <li>Supports the Senior Disaster Recovery Specialists with programmatic and project review.</li> <li>Assigned individually and in groups as needed in order to identify and address all programmatic issues related to the recovery</li> </ul>

### Other Suggested Positions and Responsibilities

Name   Position	General Responsibilities
<b>Mitigation Specialist</b>	<ul style="list-style-type: none"> <li>• Supports the Senior Disaster Recovery Specialist with programmatic and project review</li> <li>• Identify and address all programmatic issues related to the recovery</li> </ul>
<b>Appeals Specialist</b>	<ul style="list-style-type: none"> <li>• Works as part of the team to resolve issues or disputes that arise during the FEMA process</li> <li>• Provides policy and regulation guidance for eligibility and past precedence to resolve issues</li> <li>• Prepares formal appeal letters referencing applicable policy, including supporting documents as necessary</li> <li>• Works as part of the project team in the accomplishment of project activities and objectives including strategy development, program planning, auditing and evaluation, executive management coaching, policy and regulation development.</li> </ul>
<b>Senior Planner</b>	<ul style="list-style-type: none"> <li>• Maintains own action plan to complete deliverables.</li> <li>• Reviews information and requests data.</li> <li>• Leads discussions and meetings with client or project team.</li> <li>• May provide client with instruction, training, or exercises</li> </ul>
<b>Planner</b>	<ul style="list-style-type: none"> <li>• Assists the Senior Planner and contribute to development of deliverables.</li> <li>• Reviews information and requests data.</li> <li>• Assists in discussions and meetings with client or project team.</li> </ul>

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT C  
CITY RESOLUTION AND APPLICABLE CODE PROVISIONS**

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2019-122**

A RESOLUTION OF THE CITY COMMISSION ACCEPTING THE RECOMMENDATION OF THE PROCUREMENT OFFICER TO AWARD THE DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE) CONTRACT TO WITT O'BRIEN'S, LLC.; THE SOLE RESPONSIVE-RESPONSIBLE PROPOSER, PURSUANT TO SECTION 2-763 OF THE PROCUREMENT CODE ENTITLED "CONTRACT AWARD" AND REQUEST FOR PROPOSALS (RFP) 2019-008; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT.

**WHEREAS**, on January 30, 2019, the Procurement Division of Finance formally advertised, issued, and distributed Disaster Debris Monitoring Services (Additional Levels of Service), Request for Proposals (RFP) 2019-008; and

**WHEREAS**, forty-four (44) prospective proposers downloaded the RFP package from Public Purchase, the City's web-based e-Procurement service; and

**WHEREAS**, on March 11, 2019, one (1) firm submitted a proposal in response to the RFP: Witt O'Brien's LLC; and

**WHEREAS**, on April 4, 2019, the Evaluation Committee convened to evaluate the sole responsive proposal and recommended Witt O'Brien's LLC., for award of the RFP and negotiations of a Professional Services Agreement; and

**WHEREAS**, the Procurement Officer recommends accepting the Evaluation Committee's recommendation to award Witt O'Brien's LLC., RFP 2019-008 Disaster Debris Monitoring Services (Additional Levels of Service), subject to negotiation and execution of a Professional Services Agreement between the City and the sole responsive-responsible proposer; and

**WHEREAS**, Section 2-585 of the Procurement Code authorizes the City Manager to delegate authority to the Procurement Officer to administer and make recommendations on City contracts;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** That the City Commission accepts the recommendation of the Procurement Officer to award the Disaster Debris Monitoring Services (Additional Levels of Service) contract to Witt O'Brien's, LLC., the sole responsive-responsible proposer, pursuant to Section 2-763 of the Procurement Code entitled "Contract Award" and Request for Proposals (RFP) 2019-008; further authorizing the City Manager to negotiate and execute a Professional Services Agreement to run conterminously with the term of the agreement entered into pursuant to RFP 2018-001 for Disaster Debris Monitoring Services, effective May 23, 2018 for an initial period of three (3) years, expiring on May 22, 2021, with the option to renew for two (2) additional two (2) year periods ("Primary Agreement"); should negotiations fail with the sole responsive-responsible proposer, City staff, after consultation with the City Attorney's office and outside FEMA counsel, shall seek an alternate contract source in compliance with FEMA requirements.

**SECTION 3.** That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS FOURTEENTH DAY OF MAY, A.D., 2019.

(Moved: Lago / Seconded: Mena)

(Yeas: Mena, Fors, Keon, Lago, Valdes-Fauli)


(Unanimous; 5-0 Vote)

(Agenda Item: I-4)


APPROVED:

RAUL VALDES-FAULI  
MAYOR

ATTEST:

  
BILLY Y. URQUIA  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
MIRIAM SOLER RAMOS  
CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT D  
CITY REQUEST FOR PROPOSAL (RFP) 2019-008**





**Request for Proposals  
RFP 2019-008**

**Disaster Debris Monitoring Services (Additional Levels of Service)**

**ADDENDUM NO. 2  
Issued Date: March 4, 2019**

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

**CHANGES:**

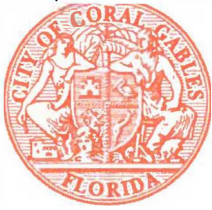
REVISION # 1: The submittal deadline / RFP opening is hereby extended as follows:

~~Monday, March 04, 2019 at 2:00 PM~~ Monday, March 11, 2019 at 2:00 PM

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

  
Celeste S. Walker  
Procurement Officer



**Request for Proposals  
RFP 2019-008**

**Disaster Debris Monitoring Services (Additional Levels of Service)**

**ADDENDUM NO. 1**

**Issued Date: February 12, 2019**

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

Q1: Is there an estimated budget for this?

**A1: No. Services under this RFP are subject to availability of funds and budgetary approval at time of need.**

Q2: In reference to p. 39 of the RFP:

- c) Past Performance and Reference  
Proposer's detailed references and past performance, City contracts, litigation history, bonding capacity, etc. Refer to Section 6.

Will this project require a payment and/or performance bond? We are a professional engineering firm (consultant) and have professional liability insurance.

**A2: No. A payment and/or performance bond is not required under this RFP.**

Q3: PSA, Page 3, Section I. Background Investigation 1.5

Please describe an annual Level 2 background investigation. What are the associated expenses and who bears the cost?

**A3: Please refer to Section 4, paragraph 4.20 of the RFP. The cost per background check is paid by the Successful Proposer.**

Q4: PSA, Page 3, Section I. Medical, Drug Screening and Check-ups 1.7

Please provide the details of the medical and drug screening examination. What does the examination entail, how it is performed, who performs it, who bears the cost, who must be examined? Will we be required to have all of our Debris Monitoring staff examined by a medical doctor before performing work? Is this negotiable, as it may be too burdensome to the ability to recruit employees on an emergency basis?

**A4: Please refer to the City's "Drug and Alcohol Free Workplace Policy and Work Rules". Link: <https://evogov.s3.amazonaws.com/media/91/media/134610.pdf>**

Q5: PSA, Page 3, Section I. Driver's License 1.9

In the event of an emergency we recruit temporary employees as Debris Monitors to begin performing work on very short notice. They must drive private vehicles to perform their jobs. Will we be required to have all of these temporary employees approved by the Risk Management Division? What is the process and how long will it take? What expenses will be incurred?

**A5: This requirement is applicable to the operation of City owned vehicles. The operation of City owned vehicles is not applicable to the services under this RFP.**

Q6: PSA, Page 4, Section I. Expenses 3.2

Will lodging, per diem, and mileage be reimbursable? What expenses will be reimbursable?

**A6: Per RFP Section 8, Page 41: “[...] Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.”**

Q7: PSA, Page 6, Section V. Insurance, 5.1

All of our Insurance Policies are primary except for the Professional Liability Insurance Policy, can we add said exception to the contract as contemplated in Section 5.2(f)?

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City except for the Professional Liability Insurance Policy.

**A7: Per Section 1, paragraph 1.5 of the RFP, “[...] Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City.”**

**Proposers are to include comments and proposed revisions in their response to this RFP for consideration by the City.**

Q8: PSA, Page 7, Section V. Insurance, 5.2(e) Other

For clarification purposes, please advise what Other and/or increased amounts pertains to. Further, should the City request additional insurance not stated herein, would the City assume premium costs?

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

**A8: This is to be determined when required and all insurance costs will be the responsibility of the awarded proposer.**

Q9: PSA, Page 11, Sections XIV. Default and Termination

Upon termination for cause, is the City requiring Professional to pay for

\* The cost of acquiring another party to complete the work?

\* The cost of acquiring another party to complete the work plus any difference in cost of performance?

\* The entire cost of completing the work?

**A9: Please refer to the language outlined in paragraph 14.1 of the Professional Services Agreement.**

This addendum shall be acknowledged in Section 9 of the RFP document (Schedule “H” - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,



Celeste S. Walker  
Procurement Officer

**CITY OF CORAL GABLES, FL**  
**FINANCE DEPARTMENT / PROCUREMENT DIVISION**  
405 Biltmore Way – Coral Gables, FL 33134



**REQUEST FOR PROPOSALS**  
**RFP 2019-008**

**Disaster Debris Monitoring Services**  
**(Additional Levels of Service)**

**Submittal Deadline / RFP Opening: 2:00 p.m. Monday, March 4, 2019**



**CORAL GABLES, FL**  
City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
FINANCE DEPARTMENT / PROCUREMENT DIVISION  
Tel: 305-460-5102, Fax: 305-261-1601

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# CITY OF CORAL GABLES, FL

2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102 / Fax: 305-261-1601

## PROPOSER'S ACKNOWLEDGEMENT

<b>RFP Title:</b>  <b>DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)</b>	Sealed response submittals must be received prior to <b>2:00 p.m., Monday, March 4, 2019</b> , by the Procurement Office, located at 2800 S.W. 72 <sup>nd</sup> Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened.
<b>RFP No. 2019-008</b>  A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email: <a href="mailto:ygonzalez@coralgables.com">ygonzalez@coralgables.com</a> / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: __ Partnership: __ Individual: __ Other: __	Fax No.:
	Email:

**ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.**

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

_____ <i>Authorized Name and Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
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# CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102, Fax: 305-261-1601

## **PUBLIC NOTICE**

### **Request for Proposals (RFP) No. 2019-008**

The City of Coral Gables ("City") is soliciting proposals for **Disaster Debris Monitoring Services (Additional Levels of Service)**. The City intends to award additional levels of service by contracting with a Secondary and Tertiary proposer for Disaster Debris Monitoring Services. Proposers shall be a qualified and experienced professional firm(s) ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/departments/Procurement/supplier-services>

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

**Any request for additional information or clarification must be submitted via PublicPurchase no later than Monday, February 11, 2019 at 5:00 PM.** Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

**Proposals for RFP No. 2019-008, will be received until 2:00 p.m., Monday, March 4, 2019.** Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72<sup>nd</sup> Avenue, Miami, Florida 33155. The City of Coral Gables will not accept, and will in no way be responsible for any Proposals received after the submittal deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. Verbal or electronic (e-mailed) responses are not acceptable.

One (1) original proposal response, (7) copies and one (1) digital copy on a CD or flash drive (*PDF format*) must be signed and submitted in a sealed envelope and clearly marked: **DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE) – RFP No. 2019-008.** and (2) Proposer's Name, Address, Contact Name, and Telephone Number.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

#### *Anticipated Schedule of Events:*

RFP Advertisement	Wednesday, January 30, 2019
Deadline for Questions	5:00 p.m., Monday, February 11, 2019
Proposals Submittal Deadline / Proposal Opening	2:00 p.m., Monday, March 4, 2019

Award of this solicitation will be made to the highest ranked responsive and responsible proposer(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

**PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS.**



This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

#### Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

#### City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer



# **CONE OF SILENCE**

## **Request for Proposals (RFP) No. 2019-008**

### ***NOTICE TO ALL BIDDERS AND PROPOSERS***

#### **Definition:**

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

#### **Imposition:**

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

#### **Termination:**

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

#### **Violations:**

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

# **SOLICITATION SUBMISSION CHECKLIST**

## **Request for Proposals (RFP) No. 2019-008**

COMPANY NAME: (Please Print): \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**A SEPARATE response package numbered by page must be submitted. Please provide the PAGE NUMBER of your separate solicitation response (PLEASE DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:**

### **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE #** \_\_\_\_\_
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE #** \_\_\_\_\_
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE #** \_\_\_\_\_
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE #** \_\_\_\_\_
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through M. **PAGE #** \_\_\_\_\_
- 6) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE #** \_\_\_\_\_

### **SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS**

#### **(i) FOR PROPOSER:**

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. **PAGE #** \_\_\_\_\_
- 2) Describe the Proposer's relevant experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. **PAGE #** \_\_\_\_\_
- 3) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. **PAGE #** \_\_\_\_\_
- 4) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. **PAGE #** \_\_\_\_\_
- 5) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. **PAGE #** \_\_\_\_\_
- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. **PAGE #** \_\_\_\_\_

- 7) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. **PAGE #** \_\_\_\_\_

**(ii) FOR KEY PERSONNEL:**

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.

**PAGE #** \_\_\_\_\_

- 2) Provide an organizational chart of all key personnel that will be used. **PAGE #** \_\_\_\_\_

- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. **PAGE #** \_\_\_\_\_

**SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

**PAGE #** \_\_\_\_\_

- 2) Describe Proposer's database reporting system and capabilities, including but not limited to:
- the ability to capture data and provide electronic reports.
  - integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent).

**PAGE #** \_\_\_\_\_

- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:

- Client name
- Current and/or projected workload
- Estimated dollar amount of engagement
- Key personnel assigned

**PAGE #** \_\_\_\_\_

- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:

- Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
- Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

**PAGE #** \_\_\_\_\_

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the

RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference. PAGE # \_\_\_\_\_**

2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.9 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

- a. Name of the City Department for which the services are being performed,
- b. Scope/description of work,
- c. Awarded value of the contract/current value
- d. Effective dates and term of the contract
- e. City project manager's name and phone number,
- f. Statement of whether the Proposer was the prime contractor or subcontractor, and
- g. Results of the project.

**PAGE # \_\_\_\_\_**

3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. **PAGE # \_\_\_\_\_**

4) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Affidavit D*). **PAGE # \_\_\_\_\_**

5) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. **PAGE # \_\_\_\_\_**

#### **SUBMITTAL – SECTION V: PRICE PROPOSAL**

1) Provide pricing utilizing the Price Proposal form under Section 8. **PAGE # \_\_\_\_\_**

#### **-- NOTICE --**

##### **BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:**

- ☐ 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
- ☐ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted a separate response package. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
- ☐ 3. Prepare and submit **ONE ORIGINAL RESPONSE** and **SEVEN (7) PHOTOCOPIES** with **ONE (1) digital copy** on a CD or flash drive.
- ☐ 4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.

☐

5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

**FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.**

# **SECTION 1**

## **Request for Proposals (RFP) No. 2019-008**

### **1.0: INTRODUCTION TO REQUEST FOR PROPOSAL**

---

#### **1.1. Invitation**

Thank you for your interest in this Request for Proposals ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Proposals" / "Responses") from Firms ("Proposers") which offer to provide the services described in Section 2.0 "Scope of Work".

Throughout this RFP, the terms "must", "will", and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

##### **1.1.1. Background and Intent of this RFP:**

On May 23, 2018, the City executed a Professional Services Agreement with Tetra Tech, Inc., as the Primary Proposer for Disaster Debris Monitoring Services ("Services"). Through this RFP, the City will engage additional levels of service by awarding this RFP to two (2) proposers. A Secondary and Tertiary Proposer, in order of their ranking as determined by their overall scores pursuant to this RFP, will be selected. If the Primary Proposer (Tetra Tech, Inc.) cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services from the Secondary and/or Tertiary Proposer, accordingly. The City will execute a Professional Services Agreement with each Proposer and designate each as Secondary and Tertiary.

This is a nonexclusive contract and does not guaranty a minimum number of tasks, hours or work. Further, any estimated quantities are not guaranties, but estimates only provided to assist the City.

#### **1.2. Contract Terms and Conditions**

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement, executed pursuant to this RFP, shall commence upon execution of such Agreement and shall thereafter run conterminously with the term of the agreement entered into pursuant to RFP 2018-001 for Disaster Debris Monitoring Services, effective May 23, 2018 for an initial period of three (3) years, expiring on May 22, 2021, with the option to renew for two (2) additional two (2) year periods ("Primary Agreement"). To be clear, the initial term of this Agreement shall not extend beyond the initial term of the Primary Agreement.

The City shall have the right to terminate this contract pursuant to Section 1.15 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

#### **A. CONDITIONS FOR RENEWAL**

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

## **B. CONTRACT EXTENSION**

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the City and the successful Bidder(s) upon approval of the original award by the City Commissioners.

### **1.3. Additional Information or Clarification**

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification by WRITTEN REQUEST via PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

### **1.4 Award of an Agreement**

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposer deemed the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

### **1.5 Agreement Execution**

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first

awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

#### **1.6 Unauthorized Work**

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

#### **1.7 Changes/Alterations**

Proposers may change or withdraw a Response at any time **prior to** the Response Submittal Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submittal date.

#### **1.8 Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

#### **1.9 Disqualifications**

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

#### **1.10 Proposer Expenditures**

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

#### **1.11 Financial Stability and Strength**

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding,



or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

#### **1.12 Contract Termination**

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

#### **1.13 Contract Administrator**

The City's Public Works Director/Designee shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

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## **SECTION 2**

### **Request for Proposals (RFP) No. 2019-008**

#### **2.0 SCOPE OF SERVICES/WORK**

---

##### **I. PURPOSE**

Through this RFP, the City of Coral Gables, Florida ("City") intends to award additional levels of service by contracting with a Secondary and Tertiary proposer for Disaster Debris Monitoring Services. Proposers shall be a qualified and experienced professional firm(s) ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The selected/awarded proposers ("Successful Proposer") will be required to provide debris monitors and debris monitoring services to assist the City with the monitoring operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City. Furthermore, the Successful Proposer may be required to facilitate communication with agencies such as: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) the State of Florida and other State, County and/or Federal agencies, coordination with State insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

In providing the services solicited here in, the Successful Proposers shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide FP 104-009-2 / April 2018 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris removal required. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

##### **II. SCOPE**

###### **A. Disaster Debris Monitoring Services**

The Successful Proposer shall provide all management, supervision, labor, logistical support, transportation, and equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities.

The Successful Proposer shall observe day-to-day operations performed by the City's independent debris removal contractor(s) including, but not limited to, tree cutting, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D), vegetative debris, and any other disaster related debris. The Successful Proposer shall ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Scope of Services for Disaster Debris Monitoring shall include, but not be limited to:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.

- 4) Hiring, scheduling, and managing field staff.
- 5) Supplying sufficient number of trained debris monitors and trained field supervisors to accommodate:
  - a. the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 6) Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 7) Assisting the City with responding to public concerns and comments.
- 8) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 9) Issuing tickets properly and accurately.
- 10) Entering tickets into a database application for electronic recording.
- 11) Developing daily operational reports to keep the City informed of work progress.
- 12) Development of maps, GIS applications, etc. as necessary.
- 13) Reporting issues that require action (safety concern, contractor non-compliance and improper equipment use).
- 14) Ensuring that debris contractor work is within the assigned scope of work and report if debris removal work does not comply with local ordinances, as well as State and Federal regulations.
- 15) Assisting the City by providing and/or preparing any information and documents necessary for Federal or state reimbursement and audits.

**B. Emergency Management Planning and Training** - As directed by the City, the Successful Proposer shall provide:

- 1) Comprehensive emergency management plans (e.g. Continuing of Operations (COOP), Emergency Operations Plans (EOP)) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development or update of existing Debris Management Plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the City.
- 8) Other reports and data as required by the City.
- 9) Other emergency management and consulting services identified and required by the City.

**C. Public Assistance Consulting Services** - As directed by the City, the Successful Proposer shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment;
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet generation and review;
- 8) FEMA, FHWA and NRCS reimbursement support;
- 9) Grant Application and Management Services, including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor.
- 10) Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation.

- 11) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- 12) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- 13) Appeal services and negotiations;
- 14) Reconstruction and long-term infrastructure planning; and
- 15) Final review of all emergency and permanent work performed.

### III. MEETINGS WITH CITY PERSONNEL

- 1) City personnel will conduct a kick-off meeting, with the Successful Proposer when the contract is fully executed.
- 2) The Successful Proposer shall meet with City representatives and the debris removal contractor(s) at a minimum daily during a disaster.
- 3) **By no later than April 1<sup>st</sup> of each year and at no cost to the City**, the Successful Proposer shall meet with City personnel to discuss disaster planning and preparations. At least one (1) week prior to said meeting, the Successful Proposer shall provide the City's Emergency Manager and the Department of Public Works with an updated contact list in the Project Management Team. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Successful Proposer shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member. **A replacement of any team member on the Project Management Team is subject to the approval of the City's Emergency Manager and the Public Works Department. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.**

### IV. PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

The Successful Proposer shall establish a Project Management Team which may consist of the following members. The Project Management Team will be activated and utilized at the discretion of the City:

- 1) Project Manager
- 2) Operations Manager
- 3) Field Supervisors
- 4) Debris Loading Site Monitors
- 5) Debris Site/Tower Monitors
- 6) Clerical / Data Entry Supervisor (Data Manager)
- 7) Clerical Staff/Data Entry Clerk
- 8) Billing and Invoice Analyst
- 9) Environmental Specialists
- 10) GIS Analyst
- 11) Administrative Assistant
- 12) Public Assistance Coordinator
- 13) Others, as needed

The Successful Proposer may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the price proposal form.

#### A. Project Manager & Operations Manager

The Successful Proposer's **Project Manager** shall serve as the point of contact for the City and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

The Successful Proposer's **Operations Manager** shall oversee Debris Removal Contractor(s) and general field operations including monitors and data managers. The Operations Manager shall be on-site at all times the contract is operational.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Assign Debris Monitoring Field Supervisors to oversee the Debris Removal Contractor(s), Debris Monitors, and Clerical/Data Entry Supervisors.
- 2) Ensure a sufficient number of trained debris monitors are available.
- 3) Provide tower / disposal site monitors to observe and record all debris loads entering and exiting the temporary debris management sites.
- 4) Provide data entry and document processing personnel.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Successful Proposer or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 8) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile debris removal contractor invoices submitted to the City and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- 10) Preparation of interim operations and status reports and final report, as directed by the City.

#### B. Debris Monitoring Field Supervisor

The Successful Proposer will provide one (1) debris monitoring field supervisor for no more than seven (7) debris monitors. The Debris Monitoring Field Supervisor services include, but are not limited to:

- 1) Overseeing and supervising loading site and disposal site debris monitoring activities.
- 2) Scheduling debris monitoring resources and deployment timing.
- 3) Communicating and coordinating with City/County personnel.
- 4) Providing suggestions to improve the efficiency of collection and removal of debris.
- 5) Coordinating daily activities and future planning.
- 6) Remaining in contact with debris management/dispatch center or supervisor.
- 7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- 8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- 9) Documenting and recording measurements and computations, and capturing all FEMA required data associated with debris removal.
- 10) Documenting truck hauling compartment condition using digital photographs.
- 11) Preparing a master log book of all hauling equipment used by the City's debris removal contractor.
- 12) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s).

#### C. Monitors

The Successful Proposer will provide trained debris monitoring personnel to oversee: (i) the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites and (ii) the cutting, staging, measuring, and digital (data and photographic) documentation of eligible hanging branches and limbs, leaning trees that require removal, and stump removal. Services include, but are not limited to:

C.1 Debris Monitors

The Successful Proposer will provide debris monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on FEMA requirements and initiate documentation for debris removal using tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal, operations.
- 2) Monitoring collection activity of trucks.
- 3) Issuing tickets at loading site for each load.
- 4) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely.
- 5) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
- 6) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment.
- 7) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
- 8) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area.
- 9) Properly monitoring and recording performance and productivity of debris removal crew.
- 10) Remaining in regular contact with debris management/dispatch center or supervisor.
- 11) Ensuring that loads are contained properly before leaving the loading area.
- 12) Ensuring that only eligible debris is collected for loading and hauling.
- 13) Ensuring that only debris from approved public areas is loaded for removal.
- 14) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.
- 15) Answering questions from residents and motorists; referring complaints and concerns to appropriate debris monitoring supervisor.

C.2 Debris Tower/Site Monitors

The Successful Proposer will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in Cubic Yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations.
- 2) Documenting measurements and computations.
- 3) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the ticket.
- 4) Initialing each ticket before permitting trucks to proceed from the check-in area to the tipping area.
- 5) Remaining in regular contact with debris management/dispatch center or field supervisor.
- 6) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

D. Clerical/Data Entry Supervisor (Data Manager)

The Successful Proposer will provide a Clerical/Data Entry Supervisor (Data Manager) to coordinate data entry and information management systems. Services include, but are not limited to:

- 1) Supervising the preparation of detailed estimates and submitting them to the City.
- 2) Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
- 3) Implementing and maintaining a disaster debris management system linking the ticket and debris management site information, including reconciliation and photographic documentation processes.

- 4) Providing daily, weekly, or other periodic reports for the City noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- 5) Designing and implementing quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
- 6) Serving as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

#### E. Clerical Staff/Data Entry Clerk

The Successful Proposer will provide clerical staff/data entry clerk(s) as required to enter ticket information into the Successful Proposer's information management systems and to respond to specific directions from the data entry supervisor.

#### F. Billing and Invoice Analyst

The Successful Proposer will provide a Billing/Invoice Analyst to inspect and audit invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with debris removal contractors to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.

#### G. Environmental Specialist

The Successful Proposer will provide an Environmental Specialist to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.

#### H. Geographic Information System (GIS) Specialist

The Successful Proposer will provide Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.

#### I. Administrative Assistant

The Successful Proposer will provide an Administrative Assistant to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

### **V. NOTICE TO PROCEED AND DEPLOYMENT**

Services by the Successful Proposer shall begin upon receipt of a written Notice to Proceed (NTP) signed by the Contract Administrator. The NTP will indicate the date on which operations outlined will commence and its duration, the scope of work, and a not-to exceed amount. The duration, scope of work, and/or not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City. If the Successful Proposer continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

Within twelve (12) hours of the issuance of a Notice to Proceed (NTP), the Successful Proposer shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the City. Additional sites may be added as debris removal efforts increase.

The Successful Proposer shall contact the City representative within 24 hours of a hurricane being named to begin planning process, within 72 hours prior to the arrival of a hurricane, and within six (6) hours upon the occurrence of a major disaster in which there is no advance notification/warning.

### **VI. RIGHT OF ENTRY WORK**

The City may require the Successful Proposer to perform work on private property. If this is necessary, the Successful Proposer will:

- a. Manage the administration, mailing and collection of Right of Entry documentation.

- b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- c. Monitor and document the work for reimbursement and reconciliation purposes.
- b. Serve as City's public relations representative on site as work is being performed.

## **VII. DELIVERABLES**

### **A. Daily Report.**

The Successful Proposer shall prepare and submit electronically daily operational reports, including Geographic Information Systems (GIS) mapping data updates, throughout the duration of the emergency recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate City personnel or designee. Each daily report shall contain the following minimum information:

- 1) Debris hauling company names.
- 2) Number of trucks, number and type of loading equipment, number of loads, total cubic yards collected for the day, cumulative total of debris collected (in cubic yards).
- 3) Tree cutting/removal company name(s), number of cutting crews, daily progress maps noting completed streets for branch/limb cutting, specific addresses (including GPS coordinates) where trees have been removed. This includes hanger branches, leaner trees, stumps...etc, as well as capturing the City's tree identification number.

GIS mapping data provided by the Successful Proposer must be able to integrate with the City's GIS system (i.e. compatible with ESRI or equivalent) and the City's tree management software system (i.e. TreeKeeper Management Software by Davey Tree Expert Company or equivalent).

All GIS layers required by the Successful Proposer will be provided by the City, prior to an event or as soon as possible to ensure up to date files and consistency in field structure.

### **B. Final Report.**

A final report shall be prepared by the Successful Proposer and submitted electronically and in hard-copy to the appropriate City personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: (1) a discussion of disaster response requirements; (2) Discussion of lessons learned and recommendation for future disaster response, including the City's recovery contract requirements and results; (3) Recommendation for future disaster response strategies; (4) Digital copies of manifests, certificates, and related documents; (5) All other data taken during the implementation of the disaster response plan.

### **C. Project Completion**

At a minimum, the following deliverables must be provided to the City electronically and in hard-copy at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete-deliverables to meet the needs of the City.

- 1) Original tickets shall be boxed, bound by date and sorted by ticket number
- 2) Ticket logs including all information from ticket
- 3) Daily tower logs
- 4) List of all personnel with signatures and initials
- 5) Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution
- 6) List of tickets issued by monitors and a list of lost/voided tickets
- 7) Each pile of ineligible debris shall be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.



## **SECTION 3**

### **Request for Proposals (RFP) No. 2019-008**

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#### **3.0: MINIMUM QUALIFICATION REQUIREMENTS**

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

##### **(A) PROPOSER SHALL:**

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "Scope of Services" for a minimum of five (5) years.
- (2) Proposer shall provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.
- (3) Have performed the services described in the RFP for at least three (3) public sector agencies similar in size to the City of Coral Gables. Similar in size shall mean a municipality/local government, with at least 51,000 residents within a fourteen (14) square mile area.

##### **(B) KEY PERSONNEL:**

- (1) **Project Manager:** The Project Manager must have a minimum of five (5) years of documented experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Proposer.
- (2) **Operations Manager:** The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris management.
- (3) **Monitors:** Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
- (4) **Clerical/Data Entry Supervisor (Data Manager):** The Data Manager must have two (2) years of documented experience working with a relational database management system. GIS mapping knowledge is preferred. The Data Manager will work under the supervision of the Project Manager.

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# **SECTION 4**

## **Request for Proposals (RFP) No. 2019-008**

### **4.0: RFP GENERAL CONDITIONS**

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#### **4.1 Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s).

#### **4.2 Legal Requirements**

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

Contracts pursuant to this RFP must meet rules for Federal grants, as provided for in Title 2, C.F.R. Part 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This RFP is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 as detailed in Section 12 of this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Proposer shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

Proposer should visit the FEMA (Federal Government) website and review the FEMA requirements for providing monitoring services.

Proposer shall be responsible to adhere to any Federal rules, regulations and/or Executive Orders as required for providing services in accordance with this procurement.

#### **4.3 Non-Appropriation of funds**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

#### **4.4 Occupational License Requirements (Business Tax Receipt Requirements)**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

#### **4.5 Use of Polystyrene Prohibited**

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

#### **4.6 Public Entity Crimes**

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

#### **4.7 Resolution of Protests**

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

#### **4.8 Determination of Responsiveness**

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

#### **4.9 Evaluation of Responses**

##### **A. Rejection of Responses**

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

##### **B. Elimination From Consideration**

- 1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or

contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

- 2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

### **C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) The City may consider the Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) The City may consider whether or not the Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

#### **4.10 Collusion**

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

#### **4.11 Sub-Contractor**

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance

for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

#### **4.12 Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

#### **4.13 Florida Public Records Law**

Sealed bids or proposals received by an agency pursuant to invitations to bid, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

#### **4.14 Purchasing Agreements with Other Government Agencies:**

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

#### **4.15 Protection of Property / Safety Concerns:**

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

#### **4.16 Invoicing & Payment**

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer will be paid in monthly installments. Payment is made

according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

#### **4.17 Auditing of Records**

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

#### **4.18 Single Proposal**

Only one (1) response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

#### **4.19 Estimated Quantities**

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

#### **4.20 Background Screenings**

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

**External Contracts** – Professional's employees working on the outside (i.e. landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

**Internal Contracts** – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

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## **SECTION 5**

### **Request for Proposals (RFP) No. 2019-008**

#### **5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS**

- 5.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Contractor, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
  - f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
  - g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.
- 5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.
- 5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

## 5.6 INSURANCE REQUIREMENTS

### 5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

### 5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

### 5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 5.6.3.1 **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in



accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

**5.6.3.1.1** Workers' Compensation - Coverage A  
Statutory Limits (State of Florida or Federal Act)

**5.6.3.1.2** Employers' Liability - Coverage B  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit

**5.6.3.2 Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

**5.6.3.2.1** Each Occurrence Limit - \$1,000,000

**5.6.3.2.2** Fire Damage Limit (Damage to rented premises) - \$100,000

**5.6.3.2.3** Personal & Advertising Injury Limit - \$1,000,000

**5.6.3.2.4** General Aggregate Limit - \$2,000,000

**5.6.3.2.5** Products & Completed Operations Aggregate Limit - \$2,000,000

**5.6.3.3 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

**5.6.3.3.1** Combined Single Limit (Each Accident) - \$1,000,000

**5.6.3.3.2** Any Auto (Symbol 1)

**5.6.3.3.3** Hired Autos (Symbol 8)

**5.6.3.3.4** Non-Owned Autos (Symbol 9)

**5.6.3.4 Professional Liability Insurance** – with a limit of liability no less than \$1,000,000 per claim with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

#### **5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

##### **5.6.4.1 Workers Compensation**

The standard form approved by the State of Jurisdiction.

##### **5.6.4.2 Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

##### **5.6.4.3 Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

## **5.6.5 REQUIRED ENDORSEMENTS**

### **5.6.5.1 The following endorsements with City approved language**

- 5.6.5.1.1** Additional insured status provided on a primary & non-contributory basis for general, and auto liability.
- 5.6.5.1.2** Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation
- 5.6.5.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. BOX 100085-CE  
DULUTH, GA 30096

### **5.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.**

## **5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY**

### **5.6.6.1 The following documents must be provided to the City;**

#### **5.6.6.1.1 A Certificate of Insurance containing the following information:**

- 5.6.6.1.1.1** Issued to entity contracting with the City
- 5.6.6.1.1.2** Evidencing the appropriate Coverage
- 5.6.6.1.1.3** Evidencing the required Limits of Liability required
- 5.6.6.1.1.4** Evidencing that coverage is currently in force
- 5.6.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

### **5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**

### **5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**

### **5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.**

## **5.6.7 WAIVER OF INSURANCE REQUIREMENTS**

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested

waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@coralgables.com).

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance  
Phone: (951) 652-2883.  
Fax: (770) 325-0417  
Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables  
Insurance Compliance  
PO Box 100085 –CE  
Duluth, GA 30096

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# **SECTION 6**

## **Request for Proposals (RFP) No. 2019-008**

### **6.0: SUBMISSION REQUIREMENTS**

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#### **6.1. SUBMITTAL INSTRUCTIONS**

Proposers shall submit one (1) Original Response, along with all required checklists, forms, and schedules. Additionally, Proposers shall submit seven (7) copies and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement is a *draft* for your review; therefore *submittal of this agreement is not required with the Response*.** Responses must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to deliver the Response to the Procurement Division office on or before the submittal deadline.

**Proposals shall be submitted in a sealed envelope clearly marked on the exterior with the following:**

- (1) RFP No. and RFP Title
- (2) Proposer's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to:

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>ND</sup> Ave.  
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any proposal submitted in response to this solicitation can and will be used in the evaluation process.

## 6.2. RESPONSE FORMAT

ALL SEPARATE RESPONSES SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA (**DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**):

### **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) **Title Page:** Show the RFP number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. Clearly identify the material by section and page number.
- 3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavit** and **Schedules A through M**.
- 6) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

### **SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS**

#### **(i) FOR PROPOSER:**

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- 2) Describe the Proposer's relevant experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables.
- 3) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- 4) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.
- 5) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

- 7) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant.

**(ii) FOR KEY PERSONNEL:**

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.
- 2) Provide an organizational chart of all key personnel that will be used.
- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

**SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- 2) Describe Proposer's database reporting system and capabilities, including but not limited to:
  - a. the ability to capture data and provide electronic reports.
  - b. integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent).
- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
  - a. Client name
  - b. Current and/or projected workload
  - c. Estimated dollar amount of engagement
  - d. Key personnel assigned
- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
  - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
  - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- 2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.9 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
  - a. Name of the City Department for which the services are being performed,
  - b. Scope/description of work,
  - c. Awarded value of the contract/current value
  - d. Effective dates and term of the contract
  - e. City project manager's name and phone number,
  - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
  - g. Results of the project.
- 3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- 4) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. (*See Affidavit D*)
- 5) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client.

**SUBMITTAL – SECTION V: PRICE PROPOSAL**

- 1) Provide pricing utilizing the Price Proposal form under Section 8.

# **SECTION 7**

## **Request for Proposals (RFP) No. 2019-008**

### **7.0: EVALUATION / SELECTION PROCESS**

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#### **7.1. Evaluation Procedures**

- (a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

#### **7.2. Method of Evaluation / Evaluation Criteria**

An Evaluation Committee, appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3



### 7.3 Evaluation Criteria

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

	Category	Points
a)	Experience & Qualifications	35
b)	Project Understanding, Proposed Approach, and Methodology	30
c)	Past Performance and References	20
d)	Price Proposal	15
	Total Points	100

#### Proposer Evaluation Criteria Breakdown

##### a) Experience and Qualifications

**Total Points: 35**

- Proposer's qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to meet the City's needs. **Points: 5**
- Proposer's relevant experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. **Points: 8**
- Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. **Points: 8**
- Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. **Points: 3**
- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. **Points: 3**
- Proposer's financial stability. **Points: 3**
- Qualifications and experience of all proposed key personnel (including sub-consultants). **Points: 5**

##### b) Project Understanding, Proposed Approach, and Methodology. **Total Points: 30**

- Proposer's overall detailed approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Proposer's understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with City staff, and Proposer's intent to positively and innovatively work with the City in providing the services outlined in this RFP. **Points: 10**
- Proposer's database reporting system and capabilities. **Points: 5**
- Current and projected workload for the Proposer and key personnel assigned to the City's account; how the potential contract will fit into the Proposer's workload; and how Proposer will distribute resources and personnel, amongst its various clients, during a disaster event. **Points: 10**

- Proposer's compliance with the public policies of the Federal Government. **Points: 5**

**c) Past Performance and Reference Total Points: 20**

Proposer's detailed references and past performance, City contracts, litigation history, bonding capacity, etc. Refer to Section 6.

- Proposer's three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. **Points: 7**
- All contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.9 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". **Points: 3**
- Public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. **Points: 3**
- Incidents within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. **Points: 5**
- Specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. **Points: 2**

**d) Price Proposal Total Points: 15**

- Proposed Pricing as shown under Items 1 to 12 of the Proposal Pricing Form.
- "Optional Positions" pricing is optional and will not be included in the evaluation process.

## **SECTION 8**

### **Request for Proposal (RFP) No 2019-008**

#### **8.0: PROPOSAL PRICING**

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##### **8.1 PROPOSAL PRICING FORM**

Each Proposer shall ensure the Proposal Pricing Schedule listed in the following pages is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

**PROPOSAL PRICING FORM**  
**RFP 2019-008 DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**Instructions:** Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices, pursuant to this RFP, shall remain fixed and firm until May 22, 2021 (Refer to RFP Section 1.2). Prior to each renewal term, unit prices may be negotiated by the City with the Successful Proposers.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount (Unit Price x Estimated Hours)
1	Project Manager	80	Hourly		
2	Operations Manager	336	Hourly		
3	Field Supervisors	1344	Hourly		
4	Debris Loading Site Monitors	7056	Hourly		
5	Debris Site/Tower Monitors	2352	Hourly		
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly		
7	Clerical Staff / Data Entry Clerks	480	Hourly		
8	Billing and Invoice Analyst	40	Hourly		
9	Environmental Specialist	16	Hourly		
10	GIS Analyst	16	Hourly		
11	Administrative Assistant	40	Hourly		
12	Public Assistance Coordinator	80	Hourly		
				<b>TOTAL:</b> <b>(Items 1 to 12)</b> (Sum of Extended Amounts)	

**\*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.**

**Optional Positions.** Proposer may include other positions, with hourly rates and attach a job description for each position.

Item	Description / Position	Unit of Measure	Unit Price
1		Hourly	\$
2		Hourly	\$
3		Hourly	\$
4		Hourly	\$
5		Hourly	\$

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_ Phone \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax \_\_\_\_\_

Firm Name: \_\_\_\_\_ F.E.I.N. No: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PRICE PROPOSAL WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.

## **SECTION 9**

### **Request for Proposal (RFP) No. 2019-008**

#### **9.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH L**

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#### **9.1: Proposer's Affidavit along with Schedules A through H as follows:**

- A - Certificate of Proposer
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Proposer's Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Certification
- L - Work Hours & Safety Certification
- M - Safety Accident Prevention

## **PROPOSER'S AFFIDAVIT**

**SUBMITTED TO:** City of Coral Gables  
Procurement Division  
2800 SW 72 Avenue  
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through M shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response)*. Schedules A through M are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M – SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

_____ <i>Authorized Name and Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public of  
the State of \_\_\_\_\_, personally appeared \_\_\_\_\_  
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's  
execution.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of notary Public; Print, Stamp or  
Type as Commissioned.)

NOTARY PUBLIC  
SEAL OF OFFICE:

Personally know to me, or Produced  
Identification:

\_\_\_\_\_  
(Type of Identification Produced)



**SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER**

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

**SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT**

1. He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

**SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, 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.
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, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

**SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT**

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_ Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

\_\_\_\_\_

Under what former names has your business operated? : \_\_\_\_\_

At what address was that business located? \_\_\_\_\_

Are You Certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, **ATTACH COPY** of Certification.  
Are You Licensed? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

\_\_\_\_\_

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been debarred or suspended from doing business with any government entity?

Yes \_\_\_\_ No \_\_\_\_ If Yes, explain \_\_\_\_\_

**SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT**

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 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.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. 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 a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 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.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

\_\_\_\_ 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.

\_\_\_\_ 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 subsequent proceeding before a 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 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.**

**SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA**

- 1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
- 2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**LOBBYING - 31 U.S.C. 1352, as amended**

**APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING**

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

The undersigned [Professional] 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, \_\_\_\_\_, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Professional's Authorized Official

\_\_\_\_\_ Name and Title of Professional's Authorized Official

\_\_\_\_\_ Date

## **SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **Government Debarment & Suspension**

#### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**15. Access to Records and Reports:**

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**16. Record Retention:**

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**17. Federal Changes:** Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.**18. Termination for Default (Breach or Cause):** If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.**19. Safeguarding Personal Identifiable Information:** Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.**20. Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.**21. Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO \_\_\_\_\_

**SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS**  
**ADDENDUM**

This certification is incorporated as part of the contract for Disaster Debris Monitoring Services (Additional Levels of Service).

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

\_\_\_\_\_, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Date

## **SCHEDULE "M" – SAFETY ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

\_\_\_\_\_, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

## **SECTION 10**

### **Request for Proposal (RFP) No. 2019-008**

#### **10.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)**

---

- 10.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF THE PROFESSIONAL SERVICES AGREEMENT.

## **SECTION 11**

### **Request for Proposal (RFP) No. 2019-008**

#### **11.0: TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200**

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- 11.1** Please refer to the enclosed copy of **Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.**

PLEASE REFER TO **APPENDIX B** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200.



**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT E  
PROFESSIONAL'S RESPONSE TO RFP**



**ELECTRONIC COPY**

## **RFP 2019-008 Disaster Debris Monitoring Services (Additional Levels of Service)**

City of Coral Gables, Florida

**Contact:** Yusbel Gonzalez, CPPB

Procurement Division

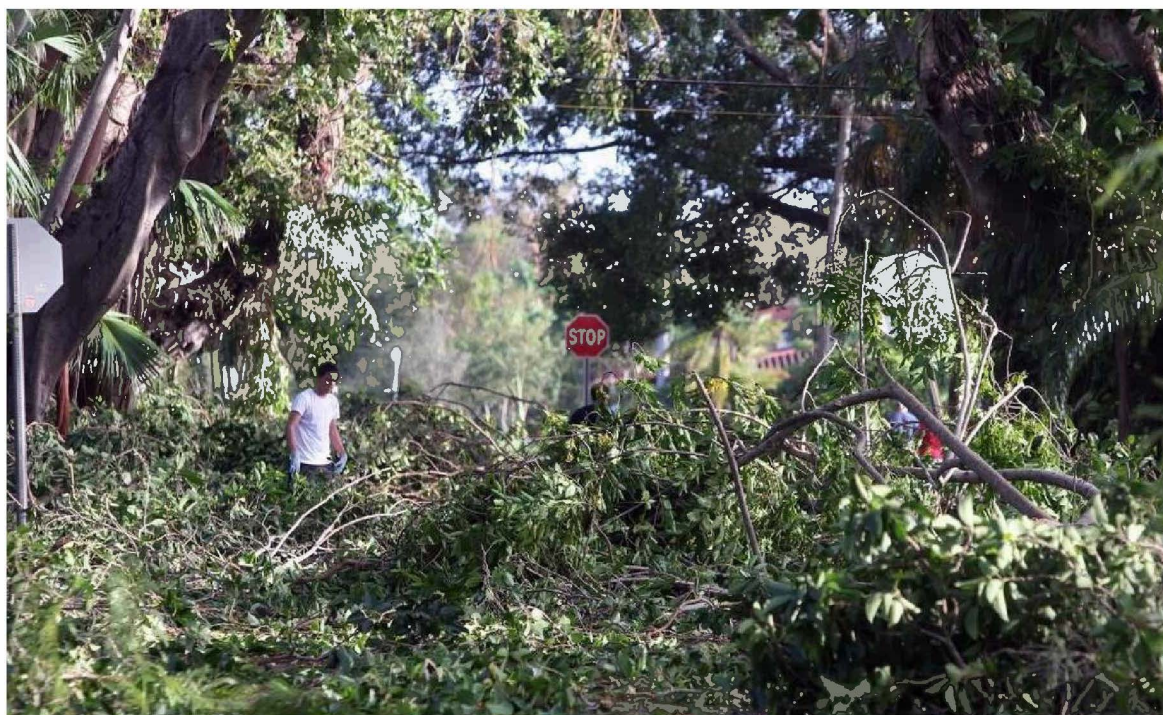
City of Coral Gables

Procurement Division

2800 S.W. 72<sup>nd</sup> Ave.

Miami, FL 33155

[ygonzalez@coralgables.com](mailto:ygonzalez@coralgables.com)



### **Primary Point of Contact:**

Charles Bryant, Project Principal/Director Debris Operations

Witt O'Brien's, LLC

2200 Eller Drive, Fort Lauderdale, FL 33316

(337) 476-0158

[cbryant@wittobriens.com](mailto:cbryant@wittobriens.com)

Submission required by March 4, 2019, 2:00 p.m.



# Section I – Title Page, Table of Contents, Required Forms, and Minimum Qualification Requirements

## Title Page

RFP Number and Title	RFP 2019-008 Disaster Debris Monitoring Services (Additional Levels of Service)
Name of Firm	Witt O'Brien's, LLC
Address (Florida office)	2200 Eller Drive Fort Lauderdale, FL 33316 954-523-2200
Address (Corporate office)	1201 15 <sup>th</sup> Street NW, Suite 600 Washington, DC 20005 202-585-0870
Address (Executive office)	818 Town & County Blvd., Suite 200 Houston, TX 77024 281-320-9796
Contact Person (Binding Firm)	Greg Fenton, Chief Operating Officer <a href="mailto:gffenton@wittobriens.com">gffenton@wittobriens.com</a> , 404-942-7750
Contact Person (Contractual Matters)	Cheryl Joiner, Director Contracts & Compliance <a href="mailto:cdejillieu@wittobriens.com">cdejillieu@wittobriens.com</a> , 281-606-4721
Contact Person (Technical/Cost Proposal)	Charles Bryant, Managing Director-Debris Operations <a href="mailto:cbryant@wittobriens.com">cbryant@wittobriens.com</a> , 337-476-0158
Date	March 4, 2019



## Cover Letter

March 4, 2019

Yusbel Gonzalez, CPPB  
Procurement Division  
City of Coral Gables  
2800 S.W. 72nd Ave.  
Miami, FL 33155

### **RE: RFP 2019-008 Disaster Debris Monitoring Services (Additional Levels of Service)**

Dear Mr. Gonzalez:

Witt O'Brien's, LLC (Witt O'Brien's) is pleased to offer this proposal to the City of Coral Gables to provide **Disaster Debris Monitoring Services (Additional Levels of Service)** for any natural or manmade disaster or emergency. We have been contracted to provide debris monitoring services for the City for many years and managed these responsibilities when activated following Hurricane Irma. We have been providing similar services in Florida for many years, most recently during Hurricane Michael and are prepared to mobilize and continue to assist your City with these efforts when needed.

Witt O'Brien's was established through the combination of the nation's top preparedness, crisis management, and disaster response and recovery organizations: Witt Associates, founded in 2001 by former Federal Emergency Management Agency (FEMA) Director James Lee Witt, and O'Brien's Response Management, founded in 1983 by Jim O'Brien's, a premier leader in oil spill response management and debris management. Today, Witt O'Brien's is a limited liability company, incorporated in the State of Delaware, with over 500 full-time, part-time, and on-call employees nationwide with offices in Washington, DC, Texas, Florida, Puerto Rico, US Virgin Islands and a global office in Brazil.

With zero debt, strong cash flow, and a record of accomplishment of true partnership between the company and its clients, Witt O'Brien's is a financially stable, 100% wholly owned subsidiary of SEACOR Holdings, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH. SEACOR had more than \$369mm of cash as of September 30, 2018. As a SEACOR subsidiary, we have stability and resources that surpass most of our peers.

**Witt O'Brien's builds resilience.** We are committed to enhancing resiliency worldwide for government, communities, and private and public organizations. For nearly 20 years we have supported entities and their government partners, in all phases of emergency management —preparedness, prevention, mitigation, response, and recovery, including debris monitoring needs.

Witt O'Brien's has extensive experience in the development and drafting of comprehensive all-hazards Debris Management Plans, which conform to FEMA standards and serve to better prepare local governments to efficiently and effectively undertake a major debris removal operation while maximizing federal reimbursements. We have prepared new debris management plans and revised existing plans to address capabilities, resources and procedures to respond to a disaster event based on the current readiness status as well as on past experiences.

We routinely perform the specific services outlined in the RFP Scope of Services. Our project management approach is based on completion of many complex and challenging debris monitoring projects. We can mobilize rapidly, adjust to fluid circumstances, seamlessly implement our field tested and proven operating procedures, and provide successful debris monitoring services. Our debris monitoring services are designed for quick response to maintain the highest level of customer service and accountability yet allow us to be flexible and scalable and adapt to ever-changing project requirements.

We are good at what we do. Our talent allows us to offer many innovative and creative services designed to expedite debris removal, mitigate safety concerns, track and report damages, respond to local citizen concerns, maintain strict project quality control and maximize federal reimbursements through full compliance with federal contracting, documentation, environmental and operational requirements.

There are few established firms like ours that cite experience and success with FEMA, FHWA and other agencies like HUD and NRCS disaster recovery funding programs. Our professional staff of have



extensive experience with the complexities and nuances of federal funding guidelines, requirements, eligibility rules, and environmental, historical and archeological regulation compliance. They have prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster-affected communities. Witt O'Brien's can coordinate and plan to quickly deploy staff and resources to the City of Coral Gables if awarded the contract. We will work with the City to negotiate contractual terms and conditions in a fair and equitable manner. Our proposal is valid for a period not to exceed ninety (90) days after the deadline for submission stated in this RFP before awarding the contract.

Our principal points of contact regarding this proposal are as follows:

- Greg Fenton, Chief Operating Officer - Authorized to Sign on Behalf of, and Bind the Company: gfenton@wittobriens.com; CC: proposals@wittobriens.com; (404) 942-7750 (m); (281) 320-9796 (o); (281) 320-9700 (f)
- Cheryl Joiner, Director of Contracts and Compliance - Authorized to Sign on Behalf of, and Bind the Company: cdetillieu@wittobriens.com; CC: proposals@wittobriens.com; (281) 606-4721 (o); (281) 320-9700 (f)
- Charles Bryant, Director of Debris Operations - Proposed Project Principal regarding Technical and Price Proposals: cbryant@wittobriens.com; CC: proposals@wittobriens.com; (337) 476-0158 (m); (281) 320-9700 (f)

Witt O'Brien's will perform this project in compliance with all Local/City, State, and Federal Requirements.

We are confident that our proposal identifies us as the most capable candidate, and we look forward to your favorable review, which will allow us to continue providing the requested professional services to City of Coral Gables.

Respectfully yours,

**Witt O'Brien's, LLC**

Greg Fenton, Chief Operating Officer





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## Proposers Acknowledgement Form

Please see the following page for Witt O'Brien's' completed Proposers Acknowledgement Form.

# CITY OF CORAL GABLES, FL

2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102 / Fax: 305-261-1601

## PROPOSER'S ACKNOWLEDGEMENT

<b>RFP Title:</b> <b>DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)</b>	Sealed response submittals must be received prior to <b>2:00 p.m., Monday, March 4, 2019</b> , by the Procurement Office, located at 2800 S.W. 72 <sup>nd</sup> Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened.  Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email: <a href="mailto:ygonzalez@coralgables.com">ygonzalez@coralgables.com</a> / <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>
<b>RFP No. 2019-008</b>  A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	
<b>Proposer Name:</b> Witt O'Brien's, LLC	<b>FEIN or SS Number:</b> 27-2783923
<b>Complete Mailing Address:</b> Florida Office: 2200 Eller Drive, Fort Lauderdale, FL 33316 Corporate HQ: 1201 15th St. NW, Suite 600, Washington DC 20005	<b>Telephone No.:</b> 954-523-2200 (Fort Lauderdale) 202-585-0870 (Corporate) <b>Cellular No.:</b>
<b>Indicate type of organization below:</b> Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	<b>Fax No.:</b> 954-524-9185 (Fort Lauderdale) 202-580-8902 (Corporate)
	<b>Email:</b> <a href="mailto:proposals@wittobriens.com">proposals@wittobriens.com</a>

**ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.**

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

 _____ Authorized Name and Signature	Greg Fenton _____ Title	Chief Operating Officer _____ Date
---	-------------------------------	--





## Solicitation Submission Checklist

Please see the following pages for Witt O'Brien's' completed Solicitation Submission Checklist.

# **SOLICITATION SUBMISSION CHECKLIST**

## **Request for Proposals (RFP) No. 2019-008**

COMPANY NAME: (Please Print): Witt O'Brien's, LLC

Phone: 954-523-2200 (Florida); 202-585-0870 (DC)

Email: proposals@wittobriens.com

**A SEPARATE response package numbered by page must be submitted. Please provide the PAGE NUMBER of your separate solicitation response (PLEASE DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:**

### **SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.**

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. **PAGE #** 1
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. **PAGE #** 4
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. **PAGE #** 5-6
- 4) Fill out and submit the Solicitation Submission Check List. **PAGE #** 7-11
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through M. **PAGE #** 12-28
- 6) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. **PAGE #** 29

### **SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS**

#### **(i) FOR PROPOSER:**

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. **PAGE #** 30
- 2) Describe the Proposer's relevant experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables. **PAGE #** 30-31
- 3) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. **PAGE #** 34-35
- 4) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. **PAGE #** 35-38
- 5) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. **PAGE #** 41-42
- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. **PAGE #** 42

- 7) Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. **PAGE #** 42 and sealed envelope

**(ii) FOR KEY PERSONNEL:**

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. **PAGE #** 42-44
- 2) Provide an organizational chart of all key personnel that will be used. **PAGE #** 44
- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. **PAGE #** 42-44; 73-107

**SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY**

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. **PAGE #** 45-58
- 2) Describe Proposer's database reporting system and capabilities, including but not limited to:
- the ability to capture data and provide electronic reports.
  - integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent).
- PAGE #** 58-59
- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
- Client name
  - Current and/or projected workload
  - Estimated dollar amount of engagement
  - Key personnel assigned
- PAGE #** 60-61
- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
- Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
  - Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.
- PAGE #** 61-62

**SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES**

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the

RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference. PAGE #** 63-64

2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.9 Evaluation of Responses (c) (4) which states the City may consider "Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:

- a. Name of the City Department for which the services are being performed,
- b. Scope/description of work,
- c. Awarded value of the contract/current value
- d. Effective dates and term of the contract
- e. City project manager's name and phone number,
- f. Statement of whether the Proposer was the prime contractor or subcontractor, and
- g. Results of the project.

**PAGE #** 64-65

3) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. **PAGE #** 65

4) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP (*See Affidavit D*). **PAGE #** 65

5) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. **PAGE #** 65

#### **SUBMITTAL – SECTION V: PRICE PROPOSAL**

1) Provide pricing utilizing the Price Proposal form under Section 8. **PAGE #** 66-72

#### **-- NOTICE --**

##### **BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:**

- ☒ 1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
- ☒ 2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted a separate response package. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
- ☒ 3. Prepare and submit **ONE ORIGINAL RESPONSE** and **SEVEN (7) PHOTOCOPIES** with **ONE (1) digital copy** on a CD or flash drive.
- ☒ 4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.



5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

**FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.**



## Proposer's Affidavit and Schedules A through M

Please see the following pages for Witt O'Brien's' completed Proposers Affidavit and Scheduled A through M.

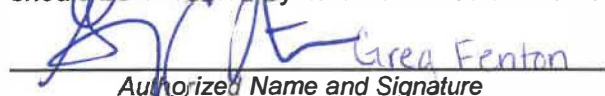
**PROPOSER'S AFFIDAVIT**

**SUBMITTED TO:** City of Coral Gables  
Procurement Division  
2800 SW 72 Avenue  
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through M shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response)*. Schedules A through M are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M – SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

 _____ Authorized Name and Signature	Chief Operating Officer _____ Title	March 1, 2019 _____ Date
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STATE OF Texas

COUNTY OF Harris

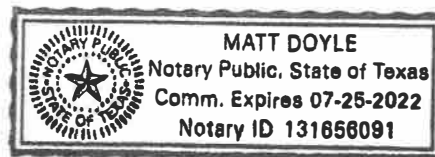
On this 1 day of March, 2019, before me the undersigned Notary Public of  
the State of Texas, personally appeared Greg Feiton  
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's  
execution.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF Texas

Matt Doyle

(Name of notary Public; Print, Stamp or  
Type as Commissioned.)



NOTARY PUBLIC  
SEAL OF OFFICE:

Personally know to me, or Produced  
Identification:

KTM

(Type of Identification Produced)



**SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER**

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

**SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT**

1. He/she is the Chief Operating Officer  
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: N/A Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

**SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, 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.
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, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

**SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT**

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Witt O'Brien's, LLC  
2200 Eller Drive, Fort Lauderdale, FL 33316 (Florida office)  
 Address: 1201 15th St. NW, Suite 600, Washington, DC 20005 (Corporate office)  

Street	City	State	Zip Code
954-523-2200 (Florida)	954-524-9185 (Florida)		

 Telephone No: (202)-585-0870 (DC) Fax No: (202)-580-8902 (DC) Email: proposals@wittobriens.com

How many years has your organization been in business under its present name? 6 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

Under what former names has your business operated? : O'Brien's Response Management; Witt & Associates

At what address was that business located? 1501 M Street N W, 5th Floor, Washington, DC 20005

Are You Certified? Yes x No \_\_\_\_\_ If Yes, **ATTACH COPY** of Certification.  
 Are You Licensed? Yes \_\_\_\_\_ No x If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes \_\_\_\_\_ No x If yes, explain: \_\_\_\_\_

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP: N/A

Have you ever been debarred or suspended from doing business with any government entity?

Yes \_\_\_\_\_ No x If Yes, explain \_\_\_\_\_

**SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT**

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or 2. 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 a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 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.

5. Based on information and belief, 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.

       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 subsequent proceeding before a 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 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.**

**SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA**

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date 2-12-19

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date       

Addendum No.        Date

**SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

**LOBBYING - 31 U.S.C. 1352, as amended**

**APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING**

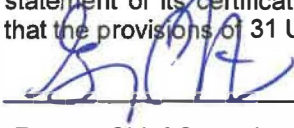
Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Professional] 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, Greg Fenton, 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Professional's Authorized Official

Greg Fenton, Chief Operating Officer Name and Title of Professional's Authorized Official

March 1, 2019 Date

## **SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **Government Debarment & Suspension**

#### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]**

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

Greg Fenton, Chief Operating Officer

Printed Name and Title of Authorized Representative

Signature

March 1, 2019

Date

**SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**15. Access to Records and Reports:**

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**16. Record Retention:**

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**17. Federal Changes:** Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.**18. Termination for Default (Breach or Cause):** If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.**19. Safeguarding Personal Identifiable Information:** Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.**20. Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.**21. Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE March 1, 2019SIGNATURE COMPANY: Witt O'Brien's, LLCNAME: Greg FentonADDRESS 2200 Eller Drive  
Fort Lauderdale, FL 33316TITLE: Chief Operating OfficerE-MAIL: gfenton@wittobriens.com; proposals@wittobriens.comPHONE NO 404-942-7750

**SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS**  
**ADDENDUM**

This certification is incorporated as part of the contract for Disaster Debris Monitoring Services (Additional Levels of Service).

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

Witt O'Brien's, LLC, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

Contractor Signature

March 1, 2019

Date

### **SCHEDULE "M" – SAFETY ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

Witt O'Brien's, LLC

\_\_\_\_\_, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.

March 1, 2019

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## Minimum Qualifications Requirements

Witt O'Brien's states our proposal meets the minimum qualifications requirements as stated in Section 3 of the RFP.





## Section II – Experience and Qualifications

### About Witt O'Brien's

**Witt O'Brien's builds resilience.** As a global leader in crisis and emergency management, our innovative solutions help governments, communities, and businesses during times of emergencies and crises. We make a difference by partnering with our clients to save lives, protect assets, and recover from disasters.

Witt O'Brien's was established through the combination of the nation's top preparedness, crisis management, and disaster response and recovery organizations: Witt Associates, founded in 2001 by former Federal Emergency Management Agency (FEMA) Director James Lee Witt, and O'Brien's Response Management, founded in 1983 by Jim O'Brien's, a premier leader in oil spill response management and debris management. Now, Witt O'Brien's is a limited liability company, incorporated in the State of Delaware, with more than 500 full-time, part-time, and on-call employees nationwide with offices in Washington, DC, Houston, Texas; Fort Lauderdale, Florida; Puerto Rico, and a global office in Brazil. Our office in Fort Lauderdale with support from the offices in Washington and Houston will perform the work for this contract.

With zero debt, strong cash flow, and a record of accomplishment of true partnership between the company and its clients, **Witt O'Brien's is a financially stable, 100% wholly owned subsidiary of SEACOR Holdings**, a \$1billion+ publicly traded company on the New York Stock Exchange under the symbol CKH. SEACOR had more than \$369mm of cash as of September 30, 2018. As a SEACOR subsidiary, we have stability and resources that surpass most of our peers.

Clients appreciate that Witt O'Brien's is small enough to be highly responsive to their needs, while also possessing the depth of resources, experience, and expertise necessary to produce the highest quality of work.

### Relevant Experience

**Witt O'Brien's has provided clients with FEMA compliant disaster debris monitoring and management services working in all 10 FEMA regions since 2004. We have successfully monitored the removal of over 50 million cubic yards of debris in 13 states and the US Virgin Islands.**

We have a long history of multiple contract activations for a single disaster event and assure the WEC that such obligations will not preclude us from meeting the obligations under contract. Our success extends to and depends on the capacity to support multiple clients at once—we have supported as many as 30 concurrent client deployments. We recently supported recovery efforts because of Hurricanes Harvey and Irma in Texas, Florida, Georgia, and the US Virgin Islands. On these projects combined, we activated more than 1,500 personnel.

We have provided annual coordination and preparation, debris management plan preparation, hauling vendor procurement for many local government entities including the following within the last five years (*additional history dating back to 2004 available upon request*):

- **2018 Hurricanes Irma and Maria** – US Virgin Islands, including St. John, St. Thomas, Water Island and St. Croix
- **2018 Hurricane Michael** – Washington County, FL and Blountstown, FL
- **2018 Hurricane Florence** – New Hanover County, NC, Wilmington, NC, Wayne County, NC
- **2017 Hurricane Irma** – 30 clients in Florida, 2 clients in Georgia  
Witt O'Brien's was active and fully engaged in debris monitoring and management of multiple client operations in Florida and Georgia because of Hurricane Irma that impacted areas in early September 2017. To date, for these projects, we have monitored the removal



of nearly 4.3 million CY ROW vegetative debris, approximately 208,000 CY of C&D debris, and hauled approximately 702,000 CY of mulch.

- 2017 Hurricane Harvey** – 6 clients in Texas  
 Witt O'Brien's was engaged in debris monitoring and management of multiple client operations in Texas due to Hurricane Harvey that impacted the area in late August 2017. We have monitored the removal of more than 543,000 CY of vegetative C&D debris and nearly 4,700 CY of household hazardous waste.
- 2016 Hurricane Matthew** – 12 clients in Florida and Georgia  
 Witt O'Brien's was fully engaged in debris monitoring and management of multiple client operations in Florida, Georgia, South Carolina and North Carolina because of both Hurricane Hermine that impacted Florida in September 2016 and Hurricane Matthew that impacted multiple southeast states in early October 2016. For these projects, we mobilized over 950 personnel to monitor the removal of over 1,400,000 cubic yards of vegetative debris, 155,000 hanging limbs and 2,900 leaning trees from impacted communities.
- 2016 Severe Storm and Flooding** – Livingston Parish, LA  
 Witt O'Brien's helped the Parish manage the monumental task of the removal of over 850,000 cubic yards of construction and demolition debris, 20,000 white goods, and over 338,000 pounds of putrescible waste, 26,000 pounds of e-waste and 34,420 pounds of hazardous waste resulting from water damaged areas.
- 2014 Severe Winter Storm** – Colombia County, GA and New Hanover County, NC  
 Witt O'Brien's helped the Counties recover from the disaster by managing debris operations and developing FEMA Project Worksheets for Category A debris removal. In Columbia County and New Hanover County, we monitored approximately 650,000 cubic yards and 126,00 cubic yards of debris removal, respectively.

## Debris Management Planning

Witt O'Brien's has extensive experience in the development and drafting of comprehensive all hazards Debris Management Plans, which conform to FEMA standards and serve to better prepare local governments to efficiently and effectively undertake a major debris removal operation while maximizing federal reimbursements. We have prepared new debris management plans and revised existing plans to address capabilities, resources and procedures to respond to a disaster event based on the current readiness status as well as on past experiences.



## Rapid Response

Staffed with experienced and trained disaster recovery and debris management professionals, we can assure the City that our project management team will be, operational and ready to begin a range of services, from damage assessments, Emergency Operations Center support and initial debris management and monitoring functions within 24 hours of notification to proceed.

## Innovative Approach

Our extensive experience allows us to offer many innovative and creative services designed to expedite debris removal, mitigate safety concerns, track and report damages, respond to local citizen concerns, maintain strict project quality control and maximize federal reimbursements through full compliance with federal contracting, documentation, environmental and operational requirements.



## Commitment to Quality and Integrity

We believe that the best way to ensure that our clients receive consistently high levels of service is to cultivate within our firm a dedication to the pursuit of excellence, accountability and integrity and we remain constantly vigilant for opportunities to improve performance. Our refined debris monitoring Quality Control and Assurance Program is designed to guarantee project success and client satisfaction.

## Working with Private Property Debris Removal and Right of Entry

We will assist the City in identifying private properties, which may be eligible for debris removal assistance from FEMA, work to ensure that local ordinances and proper procedures are followed, and secure right-of-entry from residents or communities. Our proposed project manager led the response to Hurricane Isaac in Louisiana in 2012 where he utilized his FEMA expertise to successfully help with private property and right of entry approvals for several municipalities in Louisiana.

## Threatened and Endangered Species, and Environmental Considerations

All debris removal projects will have different levels of environmental, Historical and endangered species considerations that must be addressed based on the location and potential impacts they may have during the debris removal process.

## Experience

During the response to Hurricane Ike in Galveston County Texas, Witt O'Brien's was responsible for the oversight of endangered species, environmental considerations, along with the rich historical and cultural impacts of the debris removal. We completed a white paper that detailed the approach of the debris removal to avoid impacts to the environment and endangered species during operations.

This was expanded by an environmental firm that detailed all operations in these critical areas. The report was submitted to the State Historical Preservation Officer for review and was granted approval. The process was also expanded for use in other impacted areas along the Gulf Coast of Texas involving implementation of minimum work distance from equipment to endangered birds, and turtles along a two-mile section of beach on Galveston Island State Park (2000-acre park), replacement of screened sand to create berms that included planting sea oats to prevent erosion.

Another process Witt O'Brien's used to assist TxDOT to repair and resurface 6 miles of a major two-lane roadway adjacent to the coast line, involved having environmental monitors on site as lookouts for endangered species such as piping plovers and sea turtles that could wander into the construction area during their nesting and hatching seasons. A different critical area of concern is the potential for marooned boats. A boat had washed ashore landing on an Indian Mound/sacred ground in the Galveston Island State Park. The removal process dictated placing wooden mats for a half mile, which allowed employees and equipment to avoid stepping on sacred ground so they could successfully retrieve the boat without disturbing the mound.

## Waterway/Marine Debris Clean Up

### Livingston Parish Waterway Debris Removal

Witt O'Brien's and the hauling contractor's work had a tremendous impact on many areas within the 96 miles of waterways within the Parish. This project required the team to identify small areas by GPS coordinates to remove only the approved quantities of debris. Additionally, we worked with the Parish to ensure all debris was documented and was eligible for FEMA reimbursement; we worked the rural areas from the French Settlement to Albany and Springfield and the urbanized areas of Denim Springs. As a unified team—the Parish, Witt O'Brien's, and the hauling contractor—completed this project on time and without requiring extra time from Parish staff.

## Barnegat Bay, New Jersey

Following Superstorm Sandy in 2012, Witt O'Brien's Public Assistance staff worked with the New Jersey State Department of Environmental Protection, the New Jersey Department of Transportation, FEMA, and the US Army Corps. of Engineers to develop a scope of work for side scan sonar and bathymetric surveys which assisted the State in establishing the eligibility of large volumes of debris that had been deposited in Barnegat Bay by the storm.



## Florida Waterway Debris Removal

During the active hurricane season of 2005, Witt O'Brien's staff monitored the removal of approximately **500 derelict vessels** in Florida from Monroe County, Miami-Dade County, and Broward County waterways. Additionally, we monitored more than **40,000 derelict lobster pots** removed from coastal waters that posed a hazard to navigation.

## Special Disaster Recovery Program Management Experience ROW, ROE, PPDR and Demolition Program Support

Witt O'Brien's has **monitored and documented the removal of over 50 million cubic yards** of all types of disaster debris including Right of Way (ROW), Right of Entry (ROE), and private property debris removal (PPDR). When destruction is widespread and FEMA renders permission, we will assist the County in taking the initiative to enter private property after signed ROE agreements have been executed. We are experienced in implementing, managing and monitoring ROE programs and we would assist the County in identifying private properties which may be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed and secure ROE agreements from residents. If demolition of private or public structures is warranted, we would also guide the City in the proper implementation, documentation and monitoring of that program.

## Special Debris—Stumps, Limbs, Trees, and Other Issues

Certain types of hazardous debris (such as leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, and asbestos abatement) require special pre-removal validation and documentation to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has leading experience with all debris types and will provide expert consulting services to the City regarding extraordinary debris challenges, and our experience includes:

- Vegetative debris, including stumps, hanging limbs and leaning trees
- Construction and Demolition (C&D) debris
- White goods, appliances and electronics
- Waterborne debris in canals, lakes, drainage systems, marinas
- Sediments, sand, mud, seaweed, beach restoration
- Waterways/wetland clean-up and reimbursement
- Abandoned and derelict vessels
- Oil, chemical and ash spills
- Asbestos abatement, removal and disposal
- Hazardous materials and waste
- Demolition programs—homes, buildings, mobile homes, boats
- Recycling programs for disaster debris
- Animal carcasses and putrescent debris



## Data Management and Reporting

We will produce, manage and organize all project documents, and ensure that all data is complete, secure and up to date in our DebrisPro™ system. We make it a priority to manage load ticket population correctly, whether through generation by monitors in our electronic handheld system or physically written paper tickets. We will produce accurate electronic database files of all pertinent information from the debris removed, which we use to reconcile records against those of the debris removal contractor and to certify approval of the removal contractor's invoices.

## Hauler Invoice Reconciliation

Not only will Witt O'Brien's work with haulers to reconcile invoice discrepancies, but we also take a proactive approach by coordinating daily with debris haulers to immediately resolve disputes or problems. For example, after severe snow storms in Massachusetts in 2011, we completed 20 debris monitoring projects, which included reconciling invoice discrepancies with the haulers. As an added benefit, our automated debris management system electronically audits and reconciles hauler invoices to ensure consistency and accuracy.

## FEMA Reporting and Appeals Assistance

Our priority is to protect the City's interests and potential federal funding by ensuring that all work to remove hazardous debris is done in accordance with FEMA and FHWA funding eligibility guidelines, or that prior permission is granted to perform work outside of general federal guidelines. As such, Witt O'Brien's would coordinate closely with FEMA debris specialists in the field to pre-validate these types of debris before removal takes place, and would document – with digital photographs, GPS coordinates, logs and reports – the locations and eligibility of storm debris. We propose using a team approach to appeals and arbitration, to leverage the broadest expertise possible for each appeal. This makes it important that the Appeals Specialist perform in a coordination and facilitation role, involving Subrecipients, Public Assistance Program Assistance Liaisons, Technical Assistance Liaisons, and others to gather all the relevant information and craft arguments that can enhance the likelihood of achieving positive results.

## Knowledge of Federal Disaster Recovery Funding Programs

Few companies can cite our experience and success with Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS) and U.S. Army Corp of Engineers (USACE) disaster recovery funding programs. Our permanent staff of professional consultants has extensive experience with the complexities, and nuances of federal funding guidelines, requirements, and eligibility rules, and environmental, historical and archeological regulation compliance. They have prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster-affected communities. We have also provided training and planning services to many large state agencies and local government entities.

Our project management model has allowed us to cultivate a core team of disaster management specialists with a superior working knowledge of eligibility guidelines for the funding programs of these entities. Our team helps ensure the highest level of reimbursements and eligibility through inter-agency coordination and demonstrated practices for layered federal funding approaches.

## Experience with FEMA's New Public Assistance Delivery Model/Grants Portal

Through multiple engagements, Witt O'Brien's has gained valuable experience working under FEMA's New Public Assistance Delivery Model (New Model), which FEMA officially rolled in the fall of 2017.

- Our first exposure with FEMA's New Model was through our work with the State of Iowa, when we participated in the pilot phase when FEMA was testing the delivery model to gauge its effectiveness;





- Our second exposure was after Hurricane Matthew in Savannah, Georgia in 2016 where FEMA implemented a partial roll out for specific components of the process;
- Our current exposure is related to our performance on Florida projects after Hurricane Irma, and projects in Texas after Hurricane Harvey in August and September of 2017.

The New Model involves processes and procedures that are quite different than in years past. However, the main goals are the same, to accurately document and submit eligible costs for disaster recovery and restoration and receive reimbursements in a timely manner. From the beginning of the process collecting the damage information in the Damage Inventory (DI) and participating in the Recovery Scoping Meeting (RSM) through population of the Grants Portal Essential Elements of Information (EEI) questions and documents, we are talented at navigating this new process and understanding the expectations of FEMA.

We have always noted that it is extremely important to develop a robust file keeping and organization process from day one. The required detail and division of the documentation required in the New Model takes this step to another level. The process still starts with year-around documents such as purchasing policies, pay policies, bargaining agreements, insurance policies in place at the time of the disaster for population in the Organizational Profile section of the Portal. The next step involves Force Account and Contract Work summaries for work that is complete or detailed scope and estimates for work yet to be completed. The remainder of the supporting documents are made of detailed supporting documents for all in-house or contract activities with a heavy emphasis on procurement of goods and services which is hot issue at this time.

#### **Here are two examples of the spectrum of our work - Hurricane Irma, Florida:**

- **City of Fernandina Beach, Florida** – There were a total of 19 projects identified and prepared for the City with damages totaling \$1.6M. All the projects were populated in the Portal, submitted to FEMA, and transferred to the City as of March 2018. The obligation and reimbursement process with the State is currently ongoing.
- **School Board of Broward County, Florida** – Damages were sustained in over 250 facilities throughout the District. The original Damage Inventory contained these permanent restoration items as well as multiple debris removal and emergency measures projects. There were 274 in total worth over \$22M in damage costs. Due to the size of the organization and large volume of projects to be prepared, the FEMA process is currently ongoing.

## **Emergency Management Knowledge/Experience**

Witt O'Brien's has decades of proven experience in emergency management planning and program development. We understand all aspects and phases of emergency management. We have been key partners in developing many of the principles, standards, and best practices that serve as a foundation for emergency management today. In partnership with you, we will produce succinct, clear, understandable, and actionable emergency plans, exercises, and goals that will directly improve the resiliency of your community. These planning efforts will result in a better coordinated effort to successfully respond to and recovery from disaster events that may impact the City in the future. We have highly respected, qualified emergency management professionals who will develop your emergency plans and meet your other emergency management exercise and planning needs.

Witt O'Brien's personnel have led the response and recovery efforts for the most historic disasters and incidents over the past 30 years, and we have participated in nearly every major disaster to strike the U.S. and its territories in the past 17 years. Furthermore, we have developed thousands of emergency management plans, and led more than 100 training and exercise programs annually, multiple response operations a year, on the ground recovery efforts from the nation's most significant disasters, after action assessments and organizational assessments for states and local jurisdictions throughout the country, and policy development projects for numerous local, state, federal and private sector organizations.

Our mission is to build community resilience through emergency preparedness and mitigation programs, as well as response and recovery support. Our philosophy of effective preparedness



stems from community-based collaboration, coordination with stakeholder groups, and applications of lessons learned and best practices throughout the country.

Our strong commitment to emergency management is rooted in our senior executive staff. Many of Witt O'Brien's personnel have overhauled, managed, and implemented many of the current disaster recovery programs, including the Public Assistance (PA) program, the Hazard Mitigation Grant Program (HMGP) and the National Flood Insurance Program (NFIP) for similar projects.

Since our founding, Witt O'Brien's has experience managing disaster programs and financial reconciliation efforts in the wake of some of the largest and most complex disasters in US history. Witt O'Brien's has helped design, staff, and implement long-term recovery planning and coordination efforts for multiple states, as well as local jurisdictions who have been significantly impacted by disasters. We rely on our reputation and proven record for out-of-the-box thinking, the use of program flexibility and past precedent, and the development of collaborative solutions for our clients to resolve problems.

## Preparedness -- Planning, Training and Exercises

### *Planning*

Our clients have benefitted from our services, which include emergency management program review, development, updating, and improvement; crisis management and continuity plan development; department staff level and senior executive training and exercises; and crisis communications planning and program development.

On average, we develop 7,000 response-based plans for government, transportation, and private sector businesses each year. These plans range from tactical response-based plans, hazard specific and capabilities-based plans, to comprehensive emergency response plans. Through our preparedness services, we have assisted public and private sector partners with emergency planning, preparedness and training and exercises. Furthermore, we have assisted public policy and private industry leaders in making important strategic decisions regarding crisis management planning and after-action implementation in the wake of crises.

### *Training and Exercises*

Since its inception, Witt O'Brien's has developed and delivered numerous training courses and HSEEP-compliant exercises for states, city and county governments, regional task forces, colleges and universities, and private industry clients. We have demonstrated a full and comprehensive ability and capacity to deliver these services, and we are well equipped to provide exceptional training and exercise services throughout the life of this project.

Our staff is comprised of individuals with vast experience in educational design and delivery methodologies as well as those with extensive experience in developing, planning, delivering, facilitating, evaluating, and controlling all aspects of the exercise process. Our firm includes members who are Certified Emergency Managers® (CEMs®), certified Master Exercise Practitioners (MEPs), and personnel who are HSEEP-certified. Our firm realizes that successful trainings and exercises require a unique recipe that includes not only professional educators and exercise developers but also includes experts who have unique experiences and have lived through and implemented lessons learned and best practices. It is this distinct recipe of individuals that provide the most value to the participants and it is this recipe that Witt O'Brien's proposes within.

Our personnel develop and conduct more than 125 exercises (tabletop to full-scale) per year for clients in the public and private sectors. We develop and deliver more than 115 training sessions per year for frontline responders to senior executives. Members of our project team are sought-after training and exercise experts, having developed and delivered training and exercises for clients in North America, South America, Europe, the Middle East, and Asia, as well as for emergency management professional associations and at emergency management conferences.



## Pre-Disaster Mitigation

Witt O'Brien's has unparalleled experience and knowledge in technical assistance and FEMA funding regarding the application and interpretation of Federal law, regulations, and policies applicable to Hazard Mitigation Assistance (HMA) programs, including 44CFR, 2 CFR Part 200, and HMA Policy Guidance.

Witt O'Brien's staff and leadership have extensive work experience with FEMA's hazard mitigation programs, including the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), and Flood Mitigation Assistance (FMA). Our experience includes working with all mitigation project types, including drainage, elevations, and acquisitions. Witt O'Brien's uses only seasoned professionals when staffing projects. Our expertise includes supporting hundreds of city and local jurisdictions with the Public Assistance process. We have worked on more than 80,000 Project Worksheets since 2001, valued at more than \$40 billion, and on more than 3,000 Hazard Mitigation Grant Program projects totaling more than \$3.5 billion.

We have successfully provided quality federal disaster assistance including project formulations services, the documentation and development of FEMA PWs, and the identification, documentation and development of 404 and 406 mitigation projects to hundreds of governmental and private organizations, including the following:

- City of Houston, TX (estimated \$200 million in PA and HMA funding)
- City of Galveston, TX (estimated \$300 million in PA and HMA funding)
- The University of Texas (estimated \$800 million in PA and HMA funding)

## Response

We recommend that clients be provided with a full suite of services and tools so that their response to disasters and emergencies is efficient and effective. Our Incident Commanders and response professionals are able to provide staff to augment existing organizations, support organizational process improvements, track and manage documentation for reimbursement, reports and analytics generation for management edification, and provide strategic advice and guidance when the unexpected happens. We have worked with government and industrial response teams at the local, state, federal and international levels, and are qualified and experienced practitioners of the National Incident Management System and Incident Command System.

- Qualified Individual (QI) representation
- NIMS/ICS qualified incident management teams
- Emergency operations center Command and General Staff (EOC) management or augmentation
- Geographic information support/data analysis
- Financial management and documentation
- Claims program implementation
- Event and effort documentation and Situation Unit expertise

## Procurement

Witt O'Brien's can provide the City with professional consultants to work with to secure pre-event contracts for services that are anticipated to be required in the aftermath of a disaster as well as post-event contracts and purchases of services on an emergency procurement basis. Our technical consultants are available to assist the City with all steps of the procurement process from bid formulation and advertisement through contract execution and activation of services.

On various projects, we have worked with our clients to provide invaluable advice, guidance, and staff support to local communities struggling to deal with procurement issues, eligibility questions, the facilitation of the development of Project Worksheets (PWs), and the review and reconciliation of financial documentation to ensure eligibility and promote the timely and complete reimbursement of funds.



### *Logistics Management*

Provides a comprehensive, national disaster logistics planning, management, and sustainment capability that harnesses the resources of Federal logistics partners, key public and private stakeholders, and non-governmental organizations (NGOs) to meet the needs of disaster victims and responders.

### *Operations*

Operations is responsible for the management of tactical operations and tactical resources directly in support of the primary mission objectives. Operations activates and supervises Incident Command System (ICS) organization elements and directs IAP implementation. Operations also directs the preparation of operational plans, requests or releases resources, monitors operational progress, makes expedient changes to the Incident Action Plan (IAP) when necessary, and reports to the Incident Command/Unified Command (IC/UC).

### *Planning*

During the initial stages of incident management, planners must develop a simple plan that can be communicated through concise verbal briefings. Frequently, this plan must be developed very quickly and with incomplete situation information. As the incident management effort evolves over time, additional lead time, staff, information systems, and technologies enable more detailed planning and cataloging of events and "lessons learned."

### *Finance and Administration*

Finance and administration is responsible for all financial, administrative and cost analysis aspects of the incident, and includes recording of resource (equipment and personnel time); managing commissary operations; administering all financial matters pertaining to vendor contracts, leases, and fiscal agreements; management and direction of all administrative matters pertaining to compensation for injury and claims-related activities; managing all claims-related activities; collecting all cost data; performing cost-effectiveness analyses; providing cost estimates and cost-saving recommendations; administering all personnel issues; and accounting for all property procured during a response.

### *Crisis Communications and Representation*

Witt O'Brien's crisis communications services are built upon and strengthened by our understanding of all facets of crisis management and emergency response. Our team of communications professionals are integrated with our response staff, providing our clients with a holistic and effective communications capability. We are a response company, and our media and public representation capabilities are integral to our support of client requirements in times of crisis.

Whether clients require a solo effort on our part or if we are needed to augment a client's communications team, we professionally represent clients to the media and public during routine operations or during a crisis event handling internal and external communications, deliver messages, streamline processes, and prevent inaccuracies during routine events, minor incidents, and major catastrophes.





## Recovery

### Federal Funding Programs

Since 2001, Witt O'Brien's has successfully helped manage and implement more than \$40 billion in FEMA Public Assistance (PA) funding, representing over 80,000 project worksheets from the initial preparation to closeout phases. We have helped implement over \$3.5 billion in FEMA Hazard Mitigation Grant Program (HMGP) funds to fund several thousand mitigation projects. Our experts have helped our clients justify, secure, and utilize over \$12 billion in disaster supplemental funding – funding beyond PA and HMA – including monies from the Community Development Block Grant Program (CDBG).

Through our effective experience supporting recovery efforts, we have worked with clients to successfully navigate and implement complex disaster recovery programs using a variety of funding sources. These experiences have also provided firsthand knowledge on how to develop and implement public assistance projects utilizing the Public Assistance Alternative Procedures Pilot Program for Permanent Work – experiences and capabilities unmatched by our competitors.

We have successfully provided quality federal disaster assistance including project formulations services, the documentation and development of FEMA PWs, and the identification, documentation and development of 404 and 406 mitigation projects to hundreds of governmental and private organizations, including the following:

- State of New Jersey recovery from Hurricane Sandy securing more than \$1 billion in funding that the state would not otherwise have received from FEMA, and assisting the state in the management, and compliance of its disaster recovery grants.
- New York following Hurricane Sandy, our key staff were responsible for documenting FEMA Project Worksheets, designing and executing the FEMA-funded Rapid Repairs program in New York City, designing and executing HUD CDBG-DR housing recovery programs in New York City and elsewhere.
- State of Louisiana, Hurricanes Katrina, Rita, Ike, Gustav (estimated \$13.9 billion in FEMA PA grant funding, \$2.1 billion in Hazard Mitigation project funding, and \$2 billion in additional funding originally denied by FEMA)
- State of Iowa for the 2008 floods (estimated \$1.2 billion in PA and HMA funding)
- State of Indiana, 2008 floods (estimated \$250 million in PA and HMA funding)
- State of Florida (estimated \$4 billion in PA and HMA funding)
- City of Houston, TX (estimated \$200 million in PA and HMA funding)
- City of Galveston, TX (estimated \$300 million in PA and HMA funding)
- The University of Texas (estimated \$800 million in PA and HMA funding)
- Texas A&M System (estimated \$10 million in PA funding)
- Texas General Land Office for Hurricane Harvey (efforts underway – estimated \$1 billion in IA funding)
- Our Senior Managing Director, Brad Gair, directly developed, documented, and implemented the largest PA grant for a single facility in FEMA history, utilizing section 428 of the Stafford Act, while he was Vice President at NYU Langone Medical Center. The project totaled \$1.1 billion and allowed the facility to recover and mitigate from future disasters.

This extensive record of providing federal assistance program leadership and support has resulted in an unparalleled record of experience, funding reimbursement, and Project Worksheets completed.

### Witt O'Brien's has...

- ✓ Provided FEMA Public Assistance and Hazard Mitigation consulting **since 2001**
- ✓ Helped manage and implement **more than \$40 billion** in federal disaster assistance funding
- ✓ Prepared and assisted with implementation of **more than 80,000 Project Worksheets**
- ✓ Staff have led the way in developing and implementing projects under section 428 of the Stafford Act.



**Our vision to imagine what is truly possible allowed us to win FEMA appeals and cases before the Federal Arbitration Panel in support of Louisiana with an industry leading eighty- three percent (83%) success rate, resulting in more than \$1.1 billion in additional funding originally denied by FEMA.**

Since 2001, we have documented and developed project worksheets, assisted in the compilation and filing of insurance claims, prepared audit review documentation, conducted eligible cost reconciliation, prepared audit checklists, evaluated and prepared appeal responses, and conducted extensive audit and closeout work. We are experts in force account labor and equipment reimbursements, supplies, donated services, mutual aid and contracted services.

We have provided assistance in developing, documenting, and processing project worksheets for more than 200 damaged ports, marinas, boardwalks, piers and other coastal facilities.

We have performed more of this work at the state, county and local levels than nearly any other company who performs similar work, and the experience we have gained can be directly translated to more dollars for your recovery just as we have done for other clients after catastrophic disasters.

Witt O'Brien's experience and expertise extends well beyond the project development and grants management activities. We are also a leader in providing project closeout services. We have provided document and closeout services managing more than \$40 billion in grants awarded through the FEMA Public Assistance and Hazard Mitigation Assistance Programs. We also have supported similar efforts for many other federal programs, including the US Department of Housing and Urban Development's Community Development Block Grant Program (CDBG), and programs from the HHS, DOT, FHA, FTA, FAA, and USDA funding programs. This experience will help Puerto Rico maximize funding through our proven creative and innovative approach to comprehensive, collaborative, cohesive and sustainable disaster recovery.

Our team members work with clients to identify, review, and evaluate current emergency preparedness efforts and they support clients with ensuring that planning documents are updated, usable, and effective while assisting with the development of new preparedness program elements. We develop innovative ways to address gaps, and ensure all emergency management and response personnel, as well as the whole community of stakeholders, can participate in the planning process, ensuring that the resulting plan directly meets the needs of the organization while also meeting emergency preparedness best practices. Our Planning teams are experienced practitioners - subject matter experts in technical, managerial, and organizational capabilities. They understand the emergency preparedness needs and challenges of our clients by immersing themselves in the respective client organization.

### *Expertise in CDBG Programs*

Witt O'Brien's staff have helped **design and manage multiple major state-wide recovery programs in recent years.** Our credentials include Louisiana post-Katrina, New Jersey and New York post-Sandy, and Vermont and Iowa after catastrophic flooding. We have also worked with the Commission to Rebuild Texas to provide strategic advice and are currently working with the US Virgin Islands to provide guidance, leadership and support, as well as creating its recently approved Action and Implementation plans.

Our Key Staff include a **deep bench of highly qualified, seasoned, and field-proven specialists with personal leadership experience in directly relevant disaster-recovery programs.**

- Financial management of multi-billion-dollar disaster recovery and settlement programs in Louisiana and Texas
- Grant administration of CDBG-DR and other disaster recovery programs in Louisiana, New York, Texas, and elsewhere
- Planning, designing and executing the FEMA-funded Rapid Repairs program in New York City, now serving as a model for the Texas housing recovery program



- Managing large-scale, multi-faceted recovery programs for Texas, Louisiana, New Jersey, New York, Iowa, Vermont, and elsewhere
- Engineering project management in Texas and nationwide
- Environmental services in Texas, New Jersey, New York, and nationwide
- Inspection services in Texas and nationwide
- Quality control and compliance monitoring in Texas and nationwide
- Designing and implementing HUD CDBG-DR housing recovery programs in New York City and elsewhere

Our team members have supported **all aspects of HUD CDBG-DR**, and we were **involved in the creation of the CDBG-DR recovery program at the federal, state, and local government levels.**

- Witt O'Brien's Brad Gair previously coordinated HUD's \$3 billion CDBG-DR program with the Lower Manhattan Development Corporation after 9/11, and he coordinated the city's \$4 billion CDBG-DR program after Sandy.
- During the Sandy recovery, Brad worked closely with Witt O'Brien's Mark Misczak, who then advised the city's Office of Management and Budget on working with HUD and FEMA.
- Witt O'Brien's is currently managing CDBG-DR, FEMA PA, and infrastructure restoration work for the territorial government of the US Virgin Islands. This effort began with the cost formulation for the political ask of the Administration and Congress, and it continues into the program design and cost capture of FEMA housing and CDBG-DR. We are currently supporting the USVI and have finalized its CDBG-DR Action Plan and Implementation plan that were both approved by HUD.

### *Expertise in Federal Disaster Recovery Funding Programs*

Our project management model has allowed us to cultivate a core team of disaster management specialists with a superior working knowledge of eligibility guidelines for the Federal Emergency Management Agency (FEMA), Housing and Urban Development Agency (HUD), Department of Health and Human Services (HHS), Department of Transportation (DOT), U.S. Department of Commerce Economic Development Agency (EDA), The Federal Highway Administration (FHWA), Federal Transportation Administration (FTA), Federal Aviation Administration (FAA), and U.S. Department of Agriculture (USDA) funding programs. Our team helps ensure the highest level of reimbursements and eligibility through inter-agency coordination and demonstrated practices for layered federal funding approaches.

## Professional Development Program

Project management and supervisory personnel are trained in Incident Command System (ICS), debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, project and disaster management, and have valuable experience from serving on major recovery projects. Our project management personnel and core consultants hold training certificates from the Emergency Management Institute.

## In-House Client Training Program and Qualifications of Field Staff

Our training program for newly-hired debris monitors consists of classroom instruction and exercises; a Microsoft PowerPoint presentation on FEMA debris operations; eligibility guidelines and monitoring techniques; and a review of the company's field manual, of which each monitor receives a copy. Each new hire undergoes an intensive four-hour training and orientation session conducted by the operations coordinator or lead supervisor, which emphasizes safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, dress codes, and standard procedures for debris monitoring and project management. A special training session is held for monitors chosen to serve as truck measurement certification crew. New monitors are also trained in the use of GPS units and digital cameras and are supplied with reference materials and maps of their work zones. Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct.

## Worker Safety

One of our primary responsibilities is to remain vigilant for ways to avoid accidents and enhance safety. The company takes safety seriously and works with clients and removal contractors on ways to ensure that all debris removal and monitoring operations are conducted in the safest manner possible. Supervisory and monitoring staff will be trained in internal safety guidelines for monitoring projects. Safety guidelines include daily safety inspections at temporary debris sites to ensure that fire suppression equipment, first aid kits, eye flush materials and other safety equipment is on hand; that the contractors are operating in safe manner, and that OHSA safety guidelines posters are prominently displayed.



Supervisors always carry first aid kits in the field with them, and stress safety issues. Monitors are required to call supervisors in the event of safety program violations. All monitoring personnel are required to wear hard hats, steel-toed boots, safety vests, and eye protection (at DMS) and are required to remain a safe distance from loading equipment and activities. Trucks are inspected before leaving the loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner. Witt O'Brien's will document and report any serious unsafe activities or conditions witnessed in the field and halt debris operations immediately until corrective measures are taken.

## Conflict of Interest

Witt O'Brien's has no vested interest in a debris removal contract or contractors with the City of Coral Gables. Also, Witt O'Brien's has no conflict of interest with a debris removal contractor.

Witt O'Brien's has no conflict of interest, either direct or indirect, in connection with the services sought herein pursuant of Federal and State law.

## Financial Statements

Per the requirement in the RFP, Witt O'Brien's is providing financial statements for the last two complete fiscal years in a sealed envelope.

## Key Personnel

### Our Project Management Team

Witt O'Brien's has an impressive lineup of subject matter experts and seasoned debris monitoring specialists. Their knowledge and experience have helped our clients effectively accomplish the complexities of managing crises and disasters.

We retain permanent full-time employees, debris monitoring specialists who are ready to mobilize on behalf of our clients on short notice. Each is highly qualified and motivated to manage large projects for government entities, especially multiple local governments simultaneously. During project execution, our executive management team performs high-level oversight to provide our project teams with organizational and planning guidance. We understand what can be expected and leverage their experiences to support our clients in complete, long-term recovery.

### Summary Qualifications of Key Debris Management Project Staff

- **Charles Bryant, Debris Project Principal:** 40 years of experience in emergency response and emergency management services, and 15 years of experience in debris management





include leading debris management operations; debris technical advisor providing technical assistance for development of FEMA project worksheets for Category A debris removal projects. Charles is one of the country's preeminent instructors of debris management at FEMA's national training center EMI.

- **Curt Johnson, Project Manager:** 6+ years of experience for debris monitoring and removal projects including a severe winter ice storm and hurricanes; has overseen thousands of cubic yards of various types of debris.
- **Mike Burgeson, Operations Manager:** 8+ years of diverse experience in disaster debris operations management, logistical and operational support, project development, and systems implementation; projects include hurricanes and a severe ice storm.
- **Chris Denney, Billing/Invoice Analyst:** 11+ years of experience in debris monitoring, and data management; thoroughly trained in monitoring processes, procedures and best practices; led the electronic ticketing process from its inception, managing upwards of 3,000 tickets, and 20,000 cubic yards daily as a data manager on large-scale projects.
- **Josh Vettters, Field Supervisor:** 10+ years of experience as an emergency management professional working in response and disaster recovery; profound knowledge and experience advancing often archaic industry processes including but not limited to logistics, asset accountability, billing analytics, GIS capabilities, and various plan types.
- **Alexandra Hestilow, GIS Analyst:** 5+ years of experience in geographic mapping and data compilation; proficient with multiple types of GIS software, including ArcGIS and ERSI ArcSDE 10.4.1; supports a full suite of GIS services; development of facility response plans, regional response plans, spill prevention, control, and countermeasure plans, oil spill response plans, storm water pollution prevention plans, and recovery.
- **Lynne Storz, FEMA Debris Specialist:** 13+ years of experience in FEMA programs and disaster recovery operations; provides statewide planning and training on FEMA debris regulations, preliminary damage assessments, and providing technical assistance for project closeouts to local and state agencies; provides technical assistance to local and state governments relevant to the FEMA Public Assistance Program reimbursement process.
- **Bill Riley, Project Principal-Recovery:** He has over 40 years of leadership and experience in disaster response and recovery, crisis management, and insurance. Bill is currently managing recovery efforts in the City of Havelock, NC and the Town of Morehead City, NC.
- **Valarie Philipp, PE, Project Manager-Recovery:** She is a structural engineer and disaster recovery expert with more than 20 years of experience in disaster response and recovery.
- **William Patrigo, FEMA Appeals Specialist:** 14+ years of experience as a Disaster Recovery Specialist and has worked on many different disasters across several states. He is an expert on appeals and arbitrations and works on behalf of applicants in obtaining favorable determinations on FEMA projects
- **Fred Herman, Jr. FEMA Public Assistance Specialist:** 35+ years experience in emergency management, debris management, emergency response services and damage assessment.
- **David Alvarez, Jr. Public Assistance Specialist:** Highly adaptable, industry-proven project management leader with a superior work ethic and a verifiable track record of project success.
- **James Crouch, Jr. Public Assistance Specialist:** Environmental and historic preservation specialist as well as a Recovery Specialist with more than 20 years of experience. He has extensive experience with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public and Individual Assistance Programs, and has worked to expedite and unify interagency review processes to ensure compliance with environmental and historic requirements under federal law relating to disaster recovery projects.
- **Paul Bustanji, Sr. Public Assistance Specialist:** Principal communications engineer with 30 years of experience in communications systems design and product management. He



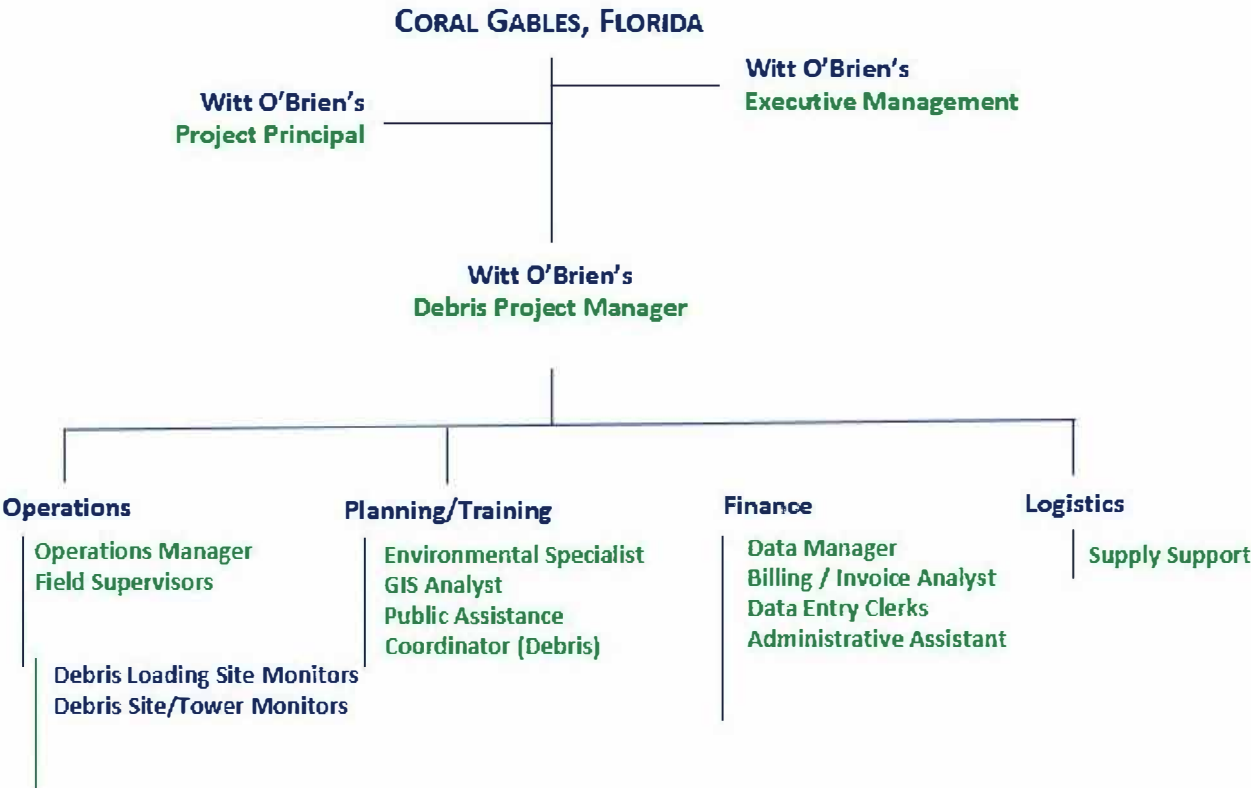
has in-depth knowledge of system operations and maintenance, project management and construction administration.

- **Erin Buchanan, Sr. Hazard Mitigation Specialist:** 14+ years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin is a graduate of FEMA's Professional Development Series and is a Certified Floodplain Manager (CFM).
- **Ashley Hebert, Mitigation Specialist:** Extensive FEMA training and experience in both Public Assistance and Hazard Mitigation. Over the last 10 years, he had worked as a FEMA Core Employee in positions ranging from Project Officer 2 to Lead Hazard Mitigation Grant Program Specialist.

Resumes for this proposed project team can be found in **Appendix A**.

Organizational Chart

*Project Organizational Structure*



## Section III – Project Understanding, Proposed Approach and Methodology

### Detailed Proposed Approach

The following sections describe our customized technical approach to fully respond to the services expected by the City of Coral Gables. We have also included details of our valued-added services where pertinent.

After our initial meeting to discuss and review immediate and near-term needs, we will appropriately define and assign personnel to support the City's disaster event, and efficiently scale up and down to meet the City's needs during disaster recovery. The primary interface between the City and Witt O'Brien's will be our Project Manager. This manager oversees daily services and addresses the City's needs. Additionally, the Project Manager ensures that all reports and deliverables mandated under the terms of the contract are met. This Project Manager structure will be in place from the initial notification phase through the mobilization, support and final demobilization of the project.

We will coordinate with federal, state, and local emergency agencies and we will attend all meetings to represent the City. Throughout the lifecycle of the disaster recovery period, we will directly engage with FEMA, FHWA, USACE and any other applicable federal, state, or local emergency agencies, City staff and designated debris removal contractors to:

- Minimize confusion and miscommunication
- Provide required and requested documentation
- Explain the City's intent and project status
- Solve problems that may arise

Our experts will work with the City to establish a regular meeting schedule with our federal, state, and local counterparts, to discuss issues, share ideas, and identify priorities for the immediate future. For each meeting, we will help prepare your officials with all necessary background information and materials, discuss strategy, and provide support.

### Management Plan

Effective debris operations will be initiated by establishing partnerships with the local, city, county, state, FEMA and Removal Contractors. This is accomplished by working within an established organizational structure to ensure adequate operational controls and that adequate decision-making processes are established. The establishment of an organizational structure is performed to define responsibilities for debris monitoring staff and for efficient operational control and clear lines of communication to meet the City's expectations. This is accomplished by



consulting with the WEC to establish operational areas or branches based on specific areas or regions of responsibility for the field operations. A NIMS compliant structure that is flexible and will support existing operations to allow for efficient communications flow and operational controls. It will also provide adequate debris contract support, field debris operations, logistical and planning support. Field operations are coordinated through project development and staffing levels enough to adequately conduct an effective field monitoring process and Debris Management Sites operation.



Assigned field monitors will review operations daily in support of the WEC on overall activities for their assigned area for contract validation and documentation of debris eligibility and contract compliance. Daily reports and communications will be submitted to the operations and planning branches. Coordination of debris operations will be performed by establishing overall project management and development of ongoing and changing operational goals and strategies. The coordination of meetings among all agencies associated with the debris operations is required to maintain overall situational awareness. Some of the associated agencies will include but not limited to Witt O'Brien's staff, the Commonwealth Regional Council, associated contractors, legal representation, environmental agencies, historical agencies, and other Public Assistance groups. The planning section assists in providing technical assistance for all debris operations to the applicant including Waterway debris, Private Property Debris Removal (PPDR) and Demolition activities.

## Project Plan Timeline/Activities | "The Master Plan" (Subject to Change)

Project Management Plan Summary and Timeline (Subject to Change)		
Task	Time Frame	Scope of Work
<b>Pre-Event Coordination, Planning and Training</b>	Prior to Storm Season or an anticipated event	Train client's debris staff; review/revise debris management plan; review ordinances and codes.
<b>Pre-Event Project Management</b>	From a Notice to Proceed	Coordinate with client, debris removal contractors, FEMA, State; Development of Action Plan.
<b>Damage Assessments and Debris Quantity Estimations</b>	8 – 48 hours	Coordinate with Client to scout affected area and document damages; estimate debris quantities and removal costs identify hazardous and dangerous debris for immediate removal.
<b>Debris Clearance Coordination and Monitoring</b>	First 70 hours of clearance work	Prioritize roads, facilities and areas for initial debris clearance; document T&M contract work and force account expenses. Track costs for Federal Aid roads separately.
<b>Truck Measurement and Certification</b>	Initiated within first two days and continued as needed	Measure capacity, mark, certify, log, photograph collection trucks as they arrive on scene; Periodically "spot check" trucks for compliance and accuracy of volume measurement to reveal and deter tampering.
<b>Health and Safety / Quality Assurance Program</b>	48 – 72 hours	Initiate Health and Safety awareness and compliance program; ensure debris sites and personnel are equipped with proper safety gear; Implement Quality Assurance program to ensure contract compliance and maintain performance standards and goals.
<b>Public Information</b>	First two weeks	Establish Debris Hotline phone center to field questions from residents and record complaints; devise and disseminate information about debris removal program requirements and timelines.
<b>Hire and Train Local Debris Monitors</b>	48 hours in and as needed for duration of project	Recruit, screen and train locally hired monitoring, clerical and administrative personnel
<b>Debris Management Site Establishment and Staffing</b>	48 – 72 hours	Inspect sites, document conditions, secure permits, prepare safety report, coordinate set-up with contractors; Staff each DMS with at least 2 experienced and trained monitors to assess load volumes and inspect debris.





Project Management Plan Summary and Timeline (Subject to Change)		
Task	Time Frame	Scope of Work
<b>Debris Collection Site Monitors</b>	48 – 72 hours	Pair monitors to collection crews and dispatch to debris removal sites as needed to complete and issue load tickets.
<b>Field Supervisors</b>	48 – 72 hours	Deploy experienced Field Supervisors to oversee monitoring activities and implement quality assurance program at a ratio of 1:8.
<b>Roving Monitors</b>	48 – 72 hours	Deploy roving monitors to locate, document and map special debris (hazardous, stumps, leaning trees, white goods, etc.); report on ineligible debris and contractor caused damages.
<b>Federal Aid Roadway Debris Removal Program</b>	1st pass	Initiate the collection of debris from Federal Aid System roadways; track and document all costs separately for FHWA ER program.
<b>Special Debris Program</b>	2 – 3 weeks in	Deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.)
<b>Data and Document Management and Reporting</b>	48 hours in and for duration of project	Data collection, entry, management, and daily reporting; document collection, management, scanning and storage.
<b>Contractor Invoice Reconciliation</b>	Within 3 days of receiving invoices	Review contractor invoices and database for accuracy and reconcile with Witt O'Brien's independently maintained database; provide written discrepancy reports and payment approvals.
<b>Final Pass Completion</b>	Last weeks of debris collection operations	Publish public announcements of last pass schedules; Deploy roving monitors to confirm clearance of all roadways and map any remnants; Provide written confirmation of debris removal completion.
<b>Mulch and Processed Debris Haul-out</b>	Last two weeks	Monitor and document the removal of reduced and processed debris from DMS; Confirm final disposition of debris and document.
<b>Debris Management Site Closure</b>	After DMS cleared of debris	Document and confirm removal of all debris, equipment, towers and materials; document site restoration work and costs; confirm compliance with environmental regulations.
<b>FEMA Claims Support</b>	For Duration of Project	Witt O'Brien's works with the Client, the State and FEMA from the initiation of the project to ensure that all eligible costs for debris removal are documented and submitted for reimbursement, including for Immediate Needs Funding estimates.
<b>After Action Report</b>	Within 30 days of project completion	Prepare a report detailing project specifics, highlights, data, lessons learned and recommendations for next event.

The project schedule and response times set forth in this proposal are subject to change due to various conditions which are outside of the **PROPOSER's** control, including but not limited to



availability of hauling assets, evacuation orders, persistent extreme weather conditions, flooding, access/entry to the impacted area, and unsafe entry conditions.

## Monitoring Operations

### *Rapid Response*

Clients rely on us for a rapid response. We are always poised to respond. Our assets at various offices — pre-packaged mobilization packages in trailers — keep core management staff on standby, maintain a national emergency call center, and coordinate with the City staff to ensure that lines of communication are always open. Our mobilization packages are equipped with generators, computers, printers, communication and safety equipment, which allows the management team to deploy rapidly and to be self-sufficient for several days until base utility services are restored to the disaster area; mobile command assets include all supplies and equipment necessary to initiate a debris monitoring project in pre-packaged bundles at office facilities and warehouses.

We have responded to hundreds of incidents on behalf of clients, always within hours of the event or can be located on-site prior to an anticipated event if requested. Scheduling the expected monitoring services along with the debris removal is a vital step to ensure efficient implementation of debris operations.

A Project Management team will arrive on-scene to assist the City upon notification, such notification shall include at a minimum a written notice to proceed and a purchase order committing funds to the services. Additional management and will arrive as needed when local hiring and debris monitor training will commence.

### *Truck Measurement and Certification Program*

Witt O'Brien's will collaborate with the contractor and initiate truck certification as the City's debris removal contractor's trucks and equipment begin to arrive at the disaster scene. We follow the latest FEMA/FHWA standards and methodologies for measuring and calculating the capacity of debris removal trucks. We also will provide federally compliant truck placards and truck certification forms. Original truck certification forms signed by our Truck Certification Manager, with photographs of each truck showing its placard and any modifications, would be provided to the City in a binder along with electronic "PDF" copies and a summary spreadsheet.

Our roving staff will also periodically spot check and re-certify trucks during the project to deter and detect fraudulent alteration of truck capacities or placards. In addition, the truck certification and measurement information are easily verified using our electronic debris management system, DebrisPro™.

### *Daily Briefings*

Our Project Manager will attend daily meeting with the City's Debris Manager, the debris removal contractors' management and operational staff to coordinate scheduling, resolve problematic issues, and make any adjustments required to debris removal, reduction, and disposal operations to enhance safety, control costs, increase efficiencies or better comply with FEMA guidelines.

### *DMS Location Selection and Permitting*

Witt O'Brien's would assist with pre-event selection of Debris Management Site (DMS) locations suitable to handle the quantities and types of debris forecast during the planning session and would advise and assist the City with the acquisition of all necessary environmental and other State, Federal or Local permits, in coordination with local and state environmental agencies. We will review potential sites, consult on site selection criteria and issues, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

### *Scheduling Work*

Debris operations can be the single costliest task associated with a disaster. Scheduling the monitoring services to be provided along with the debris removal is a vital step to ensure efficient implementation of debris operations.



### *Hiring, Scheduling, and Managing Field Staff*

Witt O'Brien's responsibility goes beyond project management. We understand that disasters impose economic hardships on communities, and we are committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. When potential disasters loom, our management activates Witt O'Brien's' standard procedures for broadcasting job announcements in a storm's path – via radio, newspapers, unemployment offices, college job boards, churches, and the internet. We also consult with our clients to determine if any recently retired or laid-off government employees - from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. We have found that not only are recently retired or laid-off government employees up to the task, but also their local knowledge proves invaluable. We carefully screen our monitoring staff with background checks and drug tests to ensure that any with felony convictions, drug use or questionable moral character are excluded. Witt O'Brien's also regularly uses E-Verify to screen potential employees, which is an internet-based system for determining eligibility for employment in the United States. We impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, disrespectful behavior or any confrontational approach towards debris removal contractors or our client's personnel, or any hint of impropriety or misconduct which may reflect negatively on our client or our firm and the City can always dismiss any of our field staff from the project, for any reason.

### *Worker Safety*

One of our primary responsibilities is to remain vigilant for ways to avoid accidents and enhance safety. The company takes safety seriously and works with clients and removal contractors on ways to ensure that all debris removal and monitoring operations are conducted in the safest manner possible. Supervisory and monitoring staff will be trained in internal safety guidelines for monitoring projects. Safety guidelines include daily safety inspections at temporary debris sites to ensure that fire suppression equipment, first aid kits, eye flush materials and other safety equipment is on hand; that the contractors are operating in safe manner, and that OHSA safety guidelines posters are prominently displayed. Supervisors always carry first aid kits in the field with them, and stress safety issues. Monitors are required to call supervisors in the event of safety program violations. All monitoring personnel are required to wear hard hats, steel-toed boots, safety vests, and eye protection (at DMS) and are required to remain a safe distance from loading equipment and activities. Trucks are inspected before leaving the loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner. Witt O'Brien's will document and report any serious unsafe activities or conditions witnessed in the field and halt debris operations immediately until corrective measures are taken.

### *Public Information Emergency Response*

We understand the vital importance of keeping the public informed throughout the City's recovery. We will work with the County to develop timely and informative public announcements about the debris project, safety considerations, hazardous waste handling, collection schedules, methods of sorting and separating debris to increase collection and disposal efficiencies, along with other issues. We make staff available to the County to distribute and disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents.

### *Monitoring Recovery Operations and Continuous Improvement*

Witt O'Brien's is committed to customer service and project success. At the core of our Debris Monitoring approach is a tested system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our quality control program. Our supervisory personnel are trained to focus sharply on completeness and accuracy from day one of the project, spot checking tickets in the field, reviewing activities at the inspection towers and through end of day staff debriefings. Our tower monitors and data entry staff also remain vigilant to ticket errors or omissions quickly reporting them to field supervisors, who in turn take immediate corrective measures. Personnel also provide QA/QC oversight of all project activities, report safety concerns, inspect trucks for alterations to capacity or placards, halt any work deemed unsafe or ineligible under FEMA / FHWA guidelines, confirm clearance of all roadways and map any remnants, and provide written confirmation of debris removal completion.



Additionally, we deploy trained roving monitors to ensure that only FEMA / FHWA-eligible debris is collected, hauled and that removal contractors do not enter onto private property. These staff members also assist the City by creating and maintaining a debris zone clearance map.

Periodically, a Witt O'Brien's project analyst would also perform internal project inspections on our documentation and data management functions. This ensures full compliance with company standards, the County's requirements and federal reimbursement guidelines – to intercept and swiftly correct any potential deficiencies. We focus on the need to find better ways in which to operate and solve problems. We communicate openly and transparently through regularly meetings, conference calls, and other engagements. This allows us to best solve issues in the field, and quickly resolve any barriers to the City's recovery.

## Post Removal Operations

### *FEMA Reporting and Appeals Assistance*

Our priority is to protect the City's interests and federal funding by ensuring that all work to remove hazardous debris is done in accordance with FEMA and FHWA funding eligibility guidelines, or that prior permission is granted to perform work outside of general federal guidelines. As such, Witt O'Brien's would coordinate closely with FEMA debris specialists in the field to pre-validate these types of debris before removal takes place, and would document – with digital photographs, GPS coordinates, logs and reports – the locations and eligibility of storm debris. We propose using a team approach to appeals and arbitration, to leverage the broadest expertise possible for each appeal. This makes it important that the Appeals Specialist perform in a coordination and facilitation role, involving Subrecipients, Public Assistance Program Assistance Liaisons, Technical Assistance Liaisons, and others to gather all the relevant information and craft arguments that can enhance the likelihood of achieving positive results.

### *Comprehensive Review, Reconciliation, Validation of Debris Removal Contractor(s) Invoices Prior to Submission and Final Payment Approval to County for Processing*

Witt O'Brien's will reconcile each of the debris removal contractor's invoices and backup documentation with our database of debris quantities and project costs. We ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters and timelines. We inspect and audit the invoice backup documentation to ensure that it



reconciles with our own database for the specified period and work. Any discrepancies are brought to the attention of the City immediately in the form of an Invoice Discrepancy Report. We will coordinate with the hauling contractor to resolve any discrepancies or disputes and, upon resolution, we will provide you with a final reconciliation and payment approval report highlighting the target date for payment and any other fees that may be outstanding. Included with this payment approval report is a complete load ticket summary from our database to support the invoice amount, as well as details of any adjustments or corrections which had to be made.

### *Project Worksheet and Other Pertinent Report Preparation Required for Reimbursement by FEMA and Any Other Applicable Agency for Disaster Recovery Efforts by County Staff and Designated Debris Removal Contractors*

Documentation of project costs maintained by Witt O'Brien's would meet or exceed federal and state agency requirements, to ensure that all FEMA, FHWA, NRCS and other disaster response and recovery claims are properly documented and able to withstand scrutiny during the project preparation, final inspection, and closeout process. We will prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA Project Worksheets, FHWA Detailed Damage Inspection Reports, and other applicable reports.

### *Final Disposal Confirmation and Documentation Presentation*

Witt O'Brien's will assist in confirming that all eligible storm debris is disposed of in a manner and at a site which conforms to Federal, State and Local regulatory guidelines. Our monitors inspect loads of reduced debris leaving the DMS locations, issue a load ticket to each truck and maintain a log of ticket numbers and volumes. If requested, we also position monitors at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills are to be used, then we would confirm that all the required documentation and environmental permits are in place and that Federal, State and Local authorizations are secured. We would also coordinate with Federal, State and Local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

After the project, we will provide all documentation of debris clearance, removal, management, reduction, disposal and monitoring costs, sufficient to fully and accurately support federal grant program claims. As stated in the RFP, we will maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for three years after completion of the contract, and the City will have access to all records, documents, and information collected and/or maintained.

### *Types of Reports and Forms*

- Monitor Daily Reports
- Debris Monitoring Daily Report
- Damage Incident Report
- Debris Collection Field Monitor Disposal Ticket Journal
- White Goods Field Monitor Disposal Ticket Journal
- Hazardous Tree Limbs (Hangers) and Hazardous Tree Validation Field Log
- Hazardous Stump Worksheet
- Time Sheet
- Tower Monitor – Disposal Ticket Journal – Haul Out
- Tower Monitor – Disposal Ticket Journal – Inbound
- Daily Safety Message
- Incident Action Plan Safety and Risk Analysis Form
- Truck Management Certification Form

## **Approach to Financial Recovery and Emergency Management Related Services**

Witt O'Brien's can advise the City on all aspects of disaster preparedness and recovery including, but not limited to:





- Identification of eligible emergency and permanent work (Category A-G)
- Damage Assessment
- Assistance in attaining Immediate Needs Funding (INF)
- Prioritization of recovery workload
- Loss measurement and categorization
- Insurance evaluation, documentation adjusting and settlement services
- Project Worksheet generation and review
- FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support
- Grant Application and Management Services including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor
- Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation
- Staff augmentation with experienced Public Assistance Coordinators and Project Officers
- Interim inspections, final inspections, supplemental Project Worksheet generation and final review
- Appeal services and negotiations
- Reconstruction and long-term infrastructure planning
- Final review of all emergency and permanent work performed

### *Identification of Eligible Emergency and Permanent Work (Category A-G)*

Witt O'Brien's will engage with the City as well as state and federal agencies to determine eligible work. Our team's knowledge of and experience working with these varied programs has proven extremely valuable for our clients, in that we can often avoid or shorten the duration of misunderstandings between federal agencies regarding who has responsibility for certain damages (which can significantly delay recovery funding). Once responsibility for damages has been determined, our team uses our vast experience to help document and administer program funds from relevant programs to ensure recovery resources are maximized and utilized only on eligible work. We consistently ensure operations are within FEMA guidelines for Public Assistance. Witt O'Brien's will write and review Category A through G Project Worksheets and resolve and identified problems or deficiencies.

### *Assistance in Attaining Immediate Needs Funding*

Immediate Needs Funding (INF) applications require fast and accurate information to ensure the City receives funding for urgent operations. Because of our extensive experience working disasters across the United States, Witt O'Brien's brings a detailed and thorough understanding of eligible emergency work. Our team will work with the City to help you complete the Preliminary Damage Assessments and expedite the INF process through our relationships with FEMA so that you can receive funding and continue with recovery operations.

### *Prioritization of Recovery Workload*

After a disaster event, Witt O'Brien's Project Manager will set up a kickoff meeting to meet with the City's designated recovery staff to identify initial priorities, establish a common understanding of expectations for personnel and work products, and discuss contract terms and conditions. This step in the start-up process is critically important, in that Witt O'Brien's and the City need to evaluate whether assumptions and expectations are understood and attained. Once obtained, this information will be utilized to prioritize management efforts and provide the most applicable guidance to members of the consultant team.

Witt O'Brien's uses several project management tools to prioritize, report, and document the recovery workload. We have configured Microsoft's SharePoint, a web-based project management and project collaboration platform, to provide up-to-date accounting of team performance and project worksheet status.



### *Loss Measurement and Categorization; Insurance Evaluation, Documentation Adjusting and Settlement Services*

Witt O'Brien's team includes insurance and risk management professionals who have experience in reviewing and applying insurance benefits to specific projects in the FEMA public assistance process. These professionals will review the determinations made by FEMA to ensure they are accurate, correctly applied and in compliant with current FEMA policies. Witt O'Brien's can further provide assistance in gathering and documentation of current insurance proceeds and the identification of insurance purchase requirements for buildings and its contents.

Our insurance recovery services include:

- Review and assess the insurance policy and provide the client with a detailed overview
- Contact the insurance company adjuster to schedule future meeting and formulate the scope of damages
- Conduct onsite evaluation of the damaged property and create a detailed written estimate of damages for submission to the insurance company adjuster according to insurance company's standard accepted practices
- Create short-term/long-term goals and recommendations regarding the future handling of the insurance recovery process
- Contact with the City advising them of the settlement status
- Expedite the claim recovery process in order to avoid shortfalls of cash flow
- Negotiate a favorable settlement (with City's approval)

### *Project Worksheet Generation and Review*

Witt O'Brien's uses only seasoned professionals when staffing its projects. Our proposed team's expertise includes supporting hundreds of city and local jurisdictions with the Public Assistance process. Witt O'Brien's personnel have worked on more than 80,000 Project Worksheets since 2001 (valued at more than \$40 billion), and on more than 3,000 Hazard Mitigation Grant Program projects (totaling more than \$3.5 billion). No other firm can claim anywhere near this level of experience or the ability to bring such broad national experience to support the City. Witt O'Brien's personnel use their knowledge and experience of the programs and of precedent to resolve problems on behalf of our clients.

Our experiences working with communities in Florida, Louisiana, Texas, Missouri, Iowa, Indiana, New Jersey and numerous other locations across the country in the aftermath of actual disaster events makes Witt O'Brien's services valuable; we bring practical experience that can help the City avoid common problems that often stand in the way of recovery and to help turn plans into constructive action.

Witt O'Brien's has used its staff of disaster recovery experts, and their combined technical expertise to ensure compliance with rules, guidelines and standards, as well as to address and resolve problems before they stand in the way of recovery.

This approach has allowed Witt O'Brien's and our clients to come together with expertise that is often more reliable and experienced than the personnel utilized by FEMA in the resolution of Public Assistance program claims. The result is Project Worksheet packages that are professionally documented to capture the maximum available funding, appeals that are well thought out and grounded in sound logic and reasoning, which have an established basis in governing policies, laws and regulations.

### *FEMA, FHWA, HMGP, CDBG, NRCS Reimbursement Support*

As FEMA, through their Public Assistance and Hazard Mitigation Grant Program, will not reimburse expenditures for the removal of debris or permanent restoration projects which are eligible for funding under any other federal or state disaster recovery grant programs or through an insurance policy, it is imperative from the beginning of the response and recovery phases to track and document costs accurately and separately, if required.



With respect to alternative funding sources, Witt O'Brien's can provide expertise to identify work with those opportunities that may be available through the Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD) and Natural Resources Conservation Service (NRCS).

### *Staff Augmentation with Experienced Public Assistance Coordinators and Project Officers*

Witt O'Brien's is prepared to staff the City's project at a level commiserate with the magnitude of the disaster and the amount of recovery to be completed and presented for grant funding in the event that funding becomes available. The amount of staffing provided will also be dependent upon the availability and participation of personnel from various City departments responsible for both the direct response and recovery activities and the oversight of those activities. Our typical grants management structure lends to a Project Manager providing general oversight and high-level communication and issue resolution to the City with placement of a Public Assistance Coordinator level team member directly reporting on a daily or as needed basis to the City's main representative for the grants recovery. Additional Project Officer level team members will be added as necessary to supplement and provide detailed oversight of assessing damages, preparing scopes of work and cost estimates and collection of appropriate supporting documentation.

### *Interim Inspections, Final Inspections, Supplemental Project Worksheet Generation and Final Review*

Witt O'Brien's can assist in developing an effective grant management system consisting of grant reviewers and financial specialists. The grant managers will be responsible for maintaining support documentation for all FEMA project worksheets and for mitigation opportunities; and will be tasked with review requests for reimbursements, scope of work compliance, interim inspections, and requests for scope changes, overruns validation, and final inspections.

From the onset of the recovery process, Witt O'Brien's will work with the City to prepare for the period of closeout by providing the critical guidance needed to diligently document recovery efforts. This allows the City to streamline the final project closeout process and retain maximum federal funding. We have executed numerous FEMA disaster program closeouts. Our experience will ensure that the City will have the support and expertise available to minimize or eliminate any potential problems as funded projects are financially reconciled.

As projects are completed, we will work with the City to conduct preliminary reviews of the documentation and files, complete a final site inspection, and assist with the financial and programmatic closeout of the project. Our personnel ensure that all documentation is organized to justify all project expenditures per the approved scope of work. When final closeout teams or auditors review the project, all documentation will be available in a form that meets both FEMA and state requirements.

### *Appeal Services and Negotiations*

At first glance, it may seem that the appellate provisions of the Stafford Act and its implementing regulations are so straightforward that outside expertise should not be essential to ensure that eligible Public Assistance applicants receive all the benefits they are entitled to receive after presidentially- declared emergencies and major disasters. However, the provisions of the Stafford Act and its implementing regulations provide a tremendous amount of discretion in interpretation. Witt O'Brien's staff have years of experience at all jurisdictional levels implementing the provisions of the Stafford Act. These provisions include sections 402 (General Federal Assistance), 403 (Essential or Emergency – Assistance), 404 (Hazard Mitigation), 406 (Repair, Restoration and Replacement of Damaged Facilities), 407 (Debris Removal), 422 (Simplified Procedure), 423 (Appeals), and 424 (Dates of Eligibility) of the Stafford Act. In addition, the regulations implementing these Public Assistance-related provisions of the Stafford Act are lengthy and complex.

In order to provide comprehensive advice and assistance relating to the Public Assistance program, an Appeals Specialist must be thoroughly knowledgeable about the entire Stafford Act and all of its implementing regulations, and must take on the responsibility of informing applicants about the





appeals process so that all parties understand their roles and responsibilities, and have an appreciation for related timelines. Our comprehensive knowledge of and experience in implementing the Public Assistance program uniquely qualifies us to provide advice and assistance to the County, its political subdivisions, and eligible private nonprofit organizations, in the course of appellate activities relating to the Public Assistance program.

After an appeal is prepared, the Appeals Specialist will be involved in supporting the County with the review of the appeal that is filed, and assist with the development of supplemental analysis that will accompany the appeal when it is sent to FEMA for consideration. The Witt O'Brien's approach to this task is again to involve the team – Public Assistance Program Assistance Liaisons, Technical Assistance Liaisons, and the County staff – in the effort so that all angles are covered and the strongest possible case can be assembled. To the extent that the appeal is supportable, the Appeals Specialist will then utilize the County's extensive legal and regulatory background to craft a response that maximizes the likelihood of appeal approval.

### *Reconstruction and Long-Term Infrastructure Planning*

Recovery is highly complex, often taking months or years to implement and can consume the time and energy of existing staff. Witt O'Brien's helps the City and its stakeholders organize and plan for recovery. Our experience with developing and implementing long-term recovery plans allows the community's planning efforts to result in more complete and effective reconstruction and recovery.

### *Hazard Mitigation Program Support*

Witt O'Brien's Mitigation Specialist would coordinate with the City's disaster recovery team to review Hazard Mitigation Program compliance factors and application requirements, current mitigation efforts and issues, FEMA's policies on mitigation funding, the status of state mitigation funding priorities and assets, and other pertinent background information.

Our approach to mitigation includes performing an assessment of 406 and 404 Program opportunities and coordinating with state and local mitigation strategy groups to maximize the use of the available funds. Key elements that represent the strength of the mitigation team are the implementation of vulnerability assessments; the inclusion of considerations, such as climate changes, that create incidents like storm surge; and experience with the concept of community safe rooms and evacuation versus sheltering. These insights into mitigation allow for enhanced development of hazard resistant communities through an alliance between the public and private sectors.

Witt O'Brien's Mitigation Specialists will assist with these programs:

#### **Pre-Disaster**

- Pre-Disaster Mitigation Grant Program (PMD)
- Flood Mitigation Assistance Program (FMA)
- Repetitive Flood Claims (RFC)
- Severe Repetitive Loss Pilot Program (SRL)

#### **Immediately Post-Disaster**

- Hazard Mitigation Grant Program (HMGP)

Our Hazard Mitigation program technical assistance capabilities and services include:

- Hazard Mitigation Program Management and Monitoring Support
- Hazard, Risk and Vulnerability Assessments and Profiling
- Mitigation Capability Assessments and Gap Analyses
- Loss Estimation & Consequence Analyses
- Floodplain Management and Environmental Analyses
- Cost-Benefit Analyses and Cost Estimating
- HMGP (Sections 404 and 406) Grant Program Support
- Mitigation Program and Planning Training
- Special Considerations Technical Assistance



### *Provide Information Technology, Data Management and Reporting Support*

Witt O'Brien's will assist the City in managing and administering all aspects of IT, data management, and reporting support including:

- Design and develop IT solutions that support the management and implementation of the disaster recovery programs;
- Provide experience managing data for disaster recovery programs;
- Provide expertise using systems to report information to assist in the management of the disaster recovery programs; and
- Provide expertise to analyze data and information for process improvement and optimization.

### *Provide Insurance Adjusting and Coordination*

Witt O'Brien's assists policyholders with their insurance recovery efforts when they sustain an insurable loss. As insurance companies have adjusters representing their financial interests, Witt O'Brien's has licensed representatives assisting its clients with maximizing their insurance recovery efforts.

Our trained staff ensures our clients' right to recovery are satisfied to their fullest and they are "made whole" as a result of the loss. Witt O'Brien's offers professional loss adjusting services by providing a coordinated claim management strategy designed to maximize insurance claim benefits and federal disaster assistance programs including the FEMA Public Assistance Grant Program reimbursements.

Our team of expert public insurance adjusters have a proven and demonstrated track record of maximizing insurance claims and coordinating benefits. Witt O'Brien's will:

- Identify, investigate and analyze all losses to buildings, contents, machinery and equipment, improvements and betterments, and vehicles and other motorized equipment;
- Prepare concise and detailed documentation to support all claims;
- Prepare and document actual cost value (ACV) and replacement cost (RC) damage estimates;
- Calculate appropriate depreciation where required;
- Prepare and manage all aspects of Time Element Coverage claims including Business Interruption and Extra Expense;
- Prepare and manage all documentation required for the entirety of an insurance portfolio;
- Offer sound and well-reasoned mitigation and loss prevention strategies; and
- Provide full coordination of benefit activities among various insurance coverage provisions and with federal disaster assistance programs including but not limited to FEMA, FHWA and CDBG funding.

### *Develop Eligible Scopes of Work*

Our Public Assistance experts will develop eligible Scopes of Work from descriptions provided by the City and/or its contractors. Witt O'Brien's can call upon an extensive variety of subject matter experts, engineers, architects, environmental specialists, insurance experts and personnel with the experience of meeting the diverse and complex needs of developing FEMA Public Assistance project worksheets. These team members will develop the scope of proposed work to be completed within their areas of expertise. They will gather the necessary information, review, and make recommendations for approval of the technical components of the project worksheet scope on all permanent work and on alternate or improved projects. This approach has proven successful in the more than 80,000 project worksheets our staff experts have helped manage for our many clients since 2001.

### *Provide Financial and Grant Management Support*

Our team will assist the City with financial and grant management support including: Advise on FEMA's rules, practices and procedures, how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs; Provide general grant management advice;



Conduct pre-audit activities and prepare documentation for audit; Meet as necessary with City/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services necessary to meet federal and state regulations; Prepare reports for the state and FEMA; Provide oversight of contractors' billing to ensure that costs eligible for disaster grant funding are documented and claimed, categorize, and record, track and file costs in support of the financial reimbursement process.

### *Document Direct and Indirect Costs*

Using Witt O'Brien's proprietary time keeping system, Time Tracker, much of Witt O'Brien's costs are reimbursable by FEMA for consultant assistance associated with a Presidentially-declared disaster. Time Tracker permits our staff to track time in as small as 15-minute increments, linking each block of time to a description of the work that was done and information about specific projects and worksites. All of our team partners will be held to the same standard of detail and all reports and invoices will include similar supporting time documentation.

Time Tracker is a significant update to our previous proprietary system, WittTrak, which was developed in consultation with FEMA's Office of the Inspector General, and was one of the few systems proven to maintain documentation regarding consultant time in a manner sufficient to justify and maximize reimbursements under both Direct and Indirect Administrative Costs allowed under all FEMA grant programs. This allows our clients to maximize reimbursement of contractor costs under our engagements, thus saving our clients' money.

Time Tracker captures the documentation required to justify our consultants' time and attribute our time to specific funded projects. The same strict allocation of time and expense will also be required of any subcontractor that we utilize on our team. In this way, costs are added to eligible Project Worksheets or HMGP projects. The documentation provided in the Time Tracker system can be used in a successful manner to justify and obtain client reimbursement because it can properly document and justify Direct Administrative Costs.

### *Develop Project Worksheets to Maximize Allowance and Minimize Costs*

Witt O'Brien's will develop a Project Worksheet strategy to maximize the administrative allowance and minimize the cost to the institution using our time-tested and proven methodology. We will assess the impact of each event on a case-by-case basis, sorting damages into each of the FEMA Public Assistance categories, developing and recommending a recovery strategy based on the nature and impact of the event, and incorporating the long-term goals. The ultimate result is Project Worksheet packages that are professionally documented to capture the maximum available funding, and which have an established basis in governing policies, laws and regulations.

### *Review Estimates of Incurred Costs to Determine Eligibility for Grant Funding*

As part of our Public Assistance services, we review all estimates of incurred costs for damages to facilities, debris removal, repair, emergency protective measures, and all other costs associated with all Project Worksheets to determine eligibility for funding through FEMA. Witt O'Brien's will review the estimates, assure that the estimates and all accompanying documentation including, but not limited to: engineering reports and surveys; architectural reports and documents; materials testing and associated reports; damage surveys and assessments; and procurement documentation, is complete and satisfactory for submission to FEMA with each Project Worksheet documentation package.

### *Final Review of All Emergency and Permanent Work Performed*

Witt O'Brien's will produce a final "After Action Report" for all response and recovery activities we actively assist the City with related to the disaster. The debris operations team typically anticipates being able to provide a report within 30 days of the completion of debris removal operations (including closure and remediation of the temporary debris management sites). This report will be a comprehensive "lessons learned" overview of the debris project from start-up to site closures, and will detail major elements of the project, highlight successes and issues encountered, quantify the final amount of debris by type, assess response and recovery performance and make recommendations for future events and debris management planning efforts. This report will serve



as the basis for subsequent coordination and planning meetings on the debris monitoring side. The timeframe to report on the permanent restoration and FEMA recovery process will vary based on the magnitude of the disaster and may be further out in the process when the work is near completion and the full extent of the financial recovery is known.

## Database Reporting System

### Automated Debris Tracking and Reporting Systems

Witt O'Brien's success in managing debris monitoring projects is based on our ability to provide responsive, cost effective efficient service, and expedited documentation for federal reimbursement.

**Our automated debris management system, DebrisPro™**, a securely hosted, solution, has been tested and **in use by our firm for more than 10 years**. DebrisPro™ effectively captures field operations and synchronizes information to the central server over the internet. This allows our leadership and the City to view on-demand reports, charts, and summaries relevant to their level of authority. The system automates the tracking, documentation and quantification of disaster debris. This electronic, "ticketless" system collects data for each load in the field using the monitors' smartphone or tablet. A simple bar-coded ticket is produced for the truck's driver to take to the tower, where a final receipt is printed out for each load. DebrisPro™ includes global positioning system (GPS) / geographic information system (GIS) data streamlining the data collection, documentation, and reimbursement processes.

Witt O'Brien's can warrant that our database of debris volumes, types, locations and removal costs is sound, secure, and accurate and would allow the City, FEMA and / or the FHWA to easily review, validate and audit the project. **We currently have on-hand more than 450 handheld devices**, and more than enough portable printers to meet the City's needs. We are also prepared to acquire additional devices and have on location within 24 to 48 hours to meet any additional operational demands.

DebrisPro™ streamlines tracking and documentation of the following:

- Debris removal costs
- Truck certifications
- Federal Aid roadway debris collection for FHWA reimbursements
- Removal of hazardous stumps, leaning trees, hanging limbs, white goods and HHW
- Monitor hour and activity tracking
- Right of Way (ROW) debris removal
- Debris haul-out and disposal
- Canal and waterway debris removal
- Private property debris removal

Our electronic debris management system was developed to conform to US Army Corps of Engineers technical specifications and FEMA documentation requirements, and it meets or exceeds all the detailed specifications found in the USACE electronic debris management system requirements.

### Debris Estimating Methodology

Witt O'Brien's utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates, for purposes of pre-event planning and understanding initial resource requirements for Hurricane events. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model incorporates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation and is accurate within +/- 30% for Hurricane events. In these instances, and for other events such as flooding

We can also utilize FEMA's HAZUS@MH program. HAZUS@MH loss estimates reflect state-of-the-art scientific and engineering knowledge and to inform decision-making at all levels of government by providing a reasonable basis for developing debris removal strategies. HAZUS@MH uses



geographic information system software (ArcGIS) to map and display hazard data, the results of damage and potential effects on the City's residents.

We work with available GIS data and perform an analysis using industry standard calculations based on historical data for residential housing based on square footage, flood plain layers, and windshield surveys and other demographic data. We will meet with the City's representative and coordinate the preliminary debris assessment and obtain a list of the areas to be inspected, local contacts and local damage estimates. We will visually inspect all major damage sites and develop a representative sample of all damage locations to the extent necessary to develop an accurate preliminary debris estimate. Additional resources such as using aerial photography, drone applications, GIS Shape files, assist in validation of the data to provide an accurate estimate for the post disaster operations.

## Data Management

Witt O'Brien's is also proficient with the use of the standard paper load ticketing system. The paper load tickets serve as the basis for payment for the removal contractors and are carefully handled and managed by us. Load tickets document and certify the loading location of the debris, its eligibility under FEMA guidelines and its type and quantity. Our field supervisors manage quality control over the proper completion of the load tickets with all required information and ensure that tickets are organized, secured, sorted, recorded, compiled and distributed daily.

## Daily Management and Invoice Reconciliation

### *Daily Operational Reports*

Daily detailed summaries of the previous day's debris removal activities and data are provided to the City's Debris Manager by 10 a.m., which will contain, at a minimum, the following information:

- Daily and running summaries of the quantities and types of debris collected
- Operation times of all debris loading trucks and debris management sites
- The number of trucks operating daily
- The number of Witt O'Brien's debris monitors working daily
- Progress by area or zone and estimates of remaining debris
- Amounts of reduced debris removed from temporary sites and hauled to final disposal

## Maps and GIS Applications

Our monitors and field supervisors map out debris locations, locate 'hot spots' for immediate collection, mark ineligible debris piles and track progress for pass completions and debris removal zone closures. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials and the public, or to approach FEMA about eligibility issues. Our mapping services incorporate state-of-the-art technology and can be tailored to any specifications requested, including GIS applications. Debris collection data can be used to update neighborhood or zonal maps daily, and we can assist with the development of a web-based mapping system to upload to an internet site. We would utilize DebrisPro™ for automated GIS data integration and mapping. Our technology generates an automatic link of GPS and GIS data and photos to each load, tree stump, hanging limb, leaning tree, vessel, or other type of debris requiring validation for FEMA reimbursement.

## TDSRS Site Selection and Permitting

Witt O'Brien's would assist with pre-event selection of Temporary Debris Storage and Reduction Sites (TDSRS) suitable to handle the quantities and types of debris forecast during the planning session and would advise and assist the City with the acquisition of all necessary environmental and other State, Federal or Local permits, in coordination with local and state environmental agencies. We will review potential sites, consult on site selection criteria and issues, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.





## Current and Projected Workload

Witt O'Brien's has approximately 100 current debris monitoring contracts with FEMA Interaction. These contracts are all standby agreements activated upon a purchase order by the client following a natural disaster event, such as a hurricane, tornado, flood, earthquake, etc.

Witt O'Brien's has a long history of multiple contract activations for a single disaster event and assures the County that such obligations will not preclude us from meeting the obligations under this contract. Our success extends to and depends on the capacity to support multiple clients at once—we have supported as many as 30 concurrent client deployments. We recently supported recovery efforts because of Hurricanes Harvey and Irma in Texas, Florida, Georgia, and the US Virgin Islands. On these projects combined, we activated more than 1,500 personnel. We recently concluded debris monitoring operations in North Carolina for New Hanover and Wayne counties, and the City of Wilmington following Hurricane Florence. We also are engaged in debris monitoring operations in Florida for Washington County and the City of Blountstown following Hurricane Michael.

We retain permanent full-time employees and staff of debris monitoring specialists who are ready to mobilize on behalf of our clients on short notice. Each is highly qualified and motivated to manage large projects for government entities, especially multiple local governments simultaneously.

During project execution, our executive management team performs high-level oversight to provide our project teams with organizational and planning guidance. We understand what can be expected and leverage their experiences to aid our clients in full, long-term recovery.

Our planned level of effort on a project for its staff when activated is generally full-time. The anticipated duration of involvement in a project when activated is generally through task or project completion. On-site availability for our project managers and critical staff is immediate.

## Managing and Monitoring Concurrent Debris Projects

Witt O'Brien's debris monitoring project planning integrates simultaneously assembling hundreds of personnel on short notice for concurrent regional disasters and demonstrates how we quickly mobilize and effectively respond to the disasters. Our attention to planning involves multiple strategies and factors:

- **Central program management locations.** Program managers launch local staging areas near the impacted active areas, and with Witt O'Brien's executive team, convene initial meetings with project managers and debris monitoring teams; assigned project managers and debris monitoring staff disperse to active areas;
- **DebrisPro™ daily communication and coordination.** Project managers are charged with maintaining daily communication with the field supervisors; record and upload all vital data for real-time access by each client using DebrisPro™; regularly consult and coordinate meetings with each client and their respective debris removal contractors to ensure readiness;
- **Debris forecasting.** Run debris forecast models for each client designing our staffing, and mobilization plans around a "worst case scenario";
- **Activation, mobilization planning.** Based on debris forecast models run for each client and their locations, customize a project management plan and assign a regional manager for each client;
- **Pre-event recruiting.** Prior to hurricane season, advertise (print, radio, internet) for stand-by debris monitors and supervisors; maintain lists of potential employees according to location for addition to our call-down roster;
- **Network maintenance.** Hire, screen, train and deploy debris monitors and supervisors - we maintain contact with the best of them to assess their availability to serve on future projects; prior to each hurricane season, call ex-project personnel to determine their status and put those likely available on our call-down roster;



- **Contract employees.** Proven competent project managers, data analysts, supervisors and other personnel from past projects are often retained as part or full-time contracted staff;
- **Full time staff.** Retain a full-time staff of permanent, trained and experienced management and consulting personnel;
- **Cross training.** Continuously engage staff in our aggressive internal general training programs and certify our personnel are cross trained;
- **Temporary staffing agencies.** When necessary participate in agreements with staffing agencies to ensure that in the unlikely event we are unable to mobilize adequate staff, we enact our contingency plan to quickly screen, process, hire and train hundreds of additional employees if needed;
- **Refined hiring and training programs.** Rapidly identify, screen, hire, train and deploy large numbers of personnel to multiple active locations; our many off site managerial resources also ensures that our project management teams have needed support and they can quickly and efficiently process new hires.

We have consistently demonstrated our ability to simultaneously execute, manage and adequately staff multiple large-scale debris monitoring projects with experienced, qualified managers and personnel. Examples include:

- ***Response to Hurricanes Harvey and Irma***
  - Activated more than 30 separate contracts in Florida and six in Texas. Trained, deployed and managed over 1,500 monitoring and supervisory personnel for these simultaneous projects.
- ***Response to Hurricane Gustav***
  - Activated five separate contracts with Louisiana Department of Transportation and Development Districts, trained, deployed and managed over 1,600 monitoring and supervisory personnel and concurrently managed additional projects in Texas and Arkansas.
- ***Response to Hurricanes Charley, Frances and Jeanne***
  - Managed multiple, simultaneous projects in Hardee, Charlotte, Hillsborough, Palm Beach, Lee and other counties in Florida.
- ***Response to Massachusetts severe snow storm and tornado events***
  - Deployed over 700 personnel in 20 separate cities and towns in Western Massachusetts; managed over 100 field monitors after multiple tornadoes struck several counties in Central Massachusetts.

## Federal Compliance Documentation

Witt O'Brien's complies with the public policies of the Federal Government, including past and current compliance with:

- Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
- Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance.

Witt O'Brien's is an equal opportunity employer. We are committed to hiring as many qualified local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We are also dedicated to diversity and opportunity for qualified minorities – within our company, as well as on temporary projects.

## Disadvantaged, Minority, Woman-Owned, Small Business Inclusion Plan

Witt O'Brien's does not plan to directly utilize subcontractors on this project now. However, if subcontractors are needed, we will make every effort to identify qualified local, minority and/or small business suppliers of goods and services from around the area if activated to provide the requested services as necessary. Witt O'Brien's will endeavor to team with such qualified firms to provide these goods and services as needed:

- Professional and technical services staff
- Compliance services staff
- Administrative and office staff
- Engineering/Environmental services
- Office supplies and equipment
- Field inspectors and site monitors



## Veteran Hiring Initiative

Many of our emergency preparedness and disaster response leaders are former service men and women who have served our country in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to Witt O'Brien's clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy. To secure this valuable human resource, in addition to our full-time dedicated professional staff, we partnered with veteran and National Guard recruiting programs to identify former military personnel and their spouses who are interested in being on our teams. Our veteran recruiting program conducts outreach efforts through local job fairs, military recruiting and networking events. These events allow us to identify and add to our resource pool veterans who bring unparalleled dedication to our clients.



Our program is active throughout the United States and its territories. To supplement our full-time employees and ensure sufficient staffing, readiness and responsiveness necessary for our contracts, we are also highly engaged in local and regional veteran job fairs. We maintain an active database of qualified individuals who can be temporarily employed by us to respond to and support a project.



## Section IV – Past Performance and References

### References

#### Reference No. 1

<b>Project Name</b>	<b>New Hanover County, NC</b>
<b>Contact Name &amp; Title</b>	Kim Roane, Business Officer, Environmental Management Department
<b>Address</b>	3002 US Highway 421 N., Wilmington, NC 28401
<b>Telephone</b>	910-798-4402
<b>Email</b>	<a href="mailto:kroane@nhcgov.com">kroane@nhcgov.com</a>
<b>Period of Performance</b>	September 2018-present; October 2016-December 2016; February 2014-March 2014
<b>Scope of Work Performed</b>	Witt O'Brien's was fully engaged in debris monitoring and management for New Hanover County, NC because of damaged sustained from Hurricane Florence. We monitored the removal of 1,193,437 CY of vegetative C&D debris and household hazardous waste. Since the inception of contract, Witt O'Brien's has also provided debris monitoring services in 2014 for the Ice Storm and in 2016 in response to Hurricane Matthew.
<b>Amount of Contract</b>	\$525,697
<b>Agency Size</b>	Population: 202,667 (2010 census); 328 square miles
<b>Comment</b>	"Witt O'Brien has consistently provided well-trained, professional on-site project managers and supervisors for each event requiring activation. We have awarded bids to Witt O'Brien for the past two bid cycles and are pleased with the service provided." – Kim Roane

#### Reference No. 2

<b>Project Name</b>	<b>City of Savannah, GA</b>
<b>Contact Name &amp; Title</b>	Gene Prevatt, Bureau Chief Sanitation Bureau
<b>Address</b>	PO Box 1027, Savannah, GA 31401
<b>Telephone</b>	912-651-6579
<b>Email</b>	<a href="mailto:gprevatt@savannahga.gov">gprevatt@savannahga.gov</a>
<b>Period of Performance</b>	September 2016-April 2017
<b>Scope of Work Performed</b>	Witt O'Brien's was engaged with debris monitoring efforts because of Hurricanes Hermine and Matthew. Totals for City were 374,099 cubic yards for vegetative and construction and demolition debris removal.
<b>Amount of Contract</b>	\$2,000,000
<b>Agency Size</b>	Population: 146,444 (2017 estimate); 109 square miles

#### Reference No. 3

<b>Project Name</b>	<b>City of Edgewater, FL</b>
<b>Contact Name &amp; Title</b>	Brenda Dewees, Director of Environmental Services
<b>Address</b>	409 Mango Tree Drive, Edgewater, FL 32132
<b>Telephone</b>	386-424-2400 ext. 4001
<b>Email</b>	<a href="mailto:bdewees@cityofedgewater.org">bdewees@cityofedgewater.org</a>



<b>Period of Performance</b>	September 2017
<b>Scope of Work Performed</b>	Witt O'Brien's was contracted by the City of Edgewater to help recover from Hurricane Irma by managing debris operations and developing FEMA Project Worksheets for Cat. A debris removal. We monitored approximately 125,629.15 CY.
<b>Amount of Contract</b>	\$300,000
<b>Agency Size</b>	Population: 20,750 (2010 census); 22.6 square miles
<b>Comment</b>	"The promptness and timeliness of reacting to the call for help and providing all the documentation needed to ensure minimal issues with FEMA reimbursement was impeccable. The City of Edgewater would definitely use their services again should the need arise." – Brenda Dewees

## Reference No. 4

<b>Project Name</b>	<b>Alachua County, FL</b>
<b>Contact Name &amp; Title</b>	Sam Sullivan, Assistant Director of Solid Waste
<b>Address</b>	5620 N.W. 120th Lane, Gainesville, FL 32653
<b>Telephone</b>	352-213-4799
<b>Email</b>	<a href="mailto:rss@alachuacounty.com">rss@alachuacounty.com</a>
<b>Period of Performance</b>	September 2017
<b>Scope of Work Performed</b>	We helped the County recover from the disaster by managing debris operations and developing FEMA Project Worksheets for Category A debris removal. We monitored approximately 179,513.15 CY of debris removal.
<b>Amount of Contract</b>	\$607,500
<b>Agency Size</b>	Population: 247,336 (2010 census); 969 square miles

## Contracts for City of Coral Gables (Past and Present)

Witt O'Brien's has worked with the City of Coral Gables since 2010 providing FEMA Grants Management and Disaster Debris Monitoring Services.

- Name of the City Department for which the services are being performed
  - Finance Department – FEMA Grants Management
  - Public Works Department – Disaster Debris Monitoring
- Scope/description of work
  - **FEMA Grants Management** – Working with the City from initial damage assessment through project closeout for the FEMA Public Assistance program grant process. Assist to prepare damage inventory, attend FEMA meetings, gather supporting documents, prepare project summaries, provide information and documents to FEMA in the Grants Portal, provide clarifications, and support the City in all areas.
  - **Debris Monitoring** – Monitor and document the FEMA compliant Hurricane Irma debris removal process from truck certification through final disposal. The process included coordinating and documenting removal of vegetative, construction debris, leaners, hangers and stumps throughout the city, providing status updates, documenting temporary site process and final disposal at various locations.
- Awarded value of the contract/current value
  - **FEMA Grants Management** – PO Value \$365,836.67 / Current \$344,982.01
  - **Debris Monitoring** – PO Value / Current \$1,319,922.25



- Effective dates and term of the contract
  - March 2010 – Present (Continuing Irma FEMA Grant Services)
- City project manager's name and phone number,
  - Diana M. Gomez, Finance Director, T: 305.460.5275, dgomez@coralgables.com
  - Brook Dannemiller, RLA, LEED AP, Acting Assistant Public Works Director - Field Services, T: 305.460.5130, bdannemiller@coralgables.com
- Statement of whether the Proposer was the prime contractor or subcontractor, and
  - Witt O'Brien's was the prime contractor for all work
- Results of the project
  - **FEMA Grants Management** – Projects still in process
  - **Debris Monitoring** – Completed the successful removal of debris from the City between September 2017 and January 2018

## Discontinued Contracts

In the normal course and scope of our business, services are discontinued periodically for many reasons outside of our control. Our clients are required to follow federal contracting guidelines and conduct competitive procurements which sometimes may result in non-renewal. Our services have not been discontinued due to any breach or default on the part of Witt O'Brien's.

## Civil, Criminal, Administrative or Similar Proceedings (Last Five Years)

Witt O'Brien's is not currently a party to, and has not been a party to, any claim, controversy, legal dispute, litigation, bankruptcy, planned office closures, impending merger or other related legal matter where the basis of the claim involves the same or similar services as those referenced in this Request for Proposal.

The company is involved in litigation from time to time in the ordinary course of business, however, there has been no material litigation involving the company or officers in relation to our professional work.

## Challenge of Documentation/Reimbursed Amount (Last Three Years)

Witt O'Brien's client Glynn County, Georgia has had its documentation challenged by FEMA following our work in the fall of 2016 from Hurricanes Matthew and Hermine. Glynn County's appeal has not been settled at this time.

## Section V – Price Proposal

Please see the following pages for Witt O'Brien's' completed Price Proposal forms.

The RFP requested respondents to submit rates that include travel and overhead. The latest FEMA Guidance contained on page 39 of the FEMA Public Assistance Policy Guide V 3.1 that has an issue date of April 2018 states, "FEMA does not reimburse DAC based on blended rates (e.g., a labor rate plus a percentage of overall travel expenses or one rate for all levels of employees involved in a project). Labor and travel expenses must be tracked separately and shown as directly related to a specific project."

Mindful of the importance of cost recovery of Direct Administrative Costs (DAC) for fees associated with disaster recovery consulting, Witt O'Brien's is submitting two rate quotes, one with "loaded" rates that include all travel and overhead as requested in the RFP, and an alternate quote for hourly rates excluding travel costs.

### Cost Proposal Notes

- The hourly rates include all applicable overhead and profit.
- All non-labor related project costs will be billed to the City at cost without mark-up. This includes travel expenses such as airfare, lodging, and rental car.
- Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation.
- Mileage shall be reimbursed at the prevailing IRS mileage rate.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

# \*\*\*Rate Schedule I (Labor and Overhead including Travel)

## PROPOSAL PRICING FORM

### RFP 2019-008 DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)

**Instructions:** Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices, pursuant to this RFP, shall remain fixed and firm until May 22, 2021 (Refer to RFP Section 1.2). Prior to each renewal term, unit prices may be negotiated by the City with the Successful Proposers.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount (Unit Price x Estimated Hours)
1	Project Manager	80	Hourly	\$90.00	\$7,200.00
2	Operations Manager	336	Hourly	\$75.00	\$25,200.00
3	Field Supervisors	1344	Hourly	\$64.00	\$86,016.00
4	Debris Loading Site Monitors	7056	Hourly	\$38.00	\$268,128.00
5	Debris Site/Tower Monitors	2352	Hourly	\$38.00	\$89,376.00
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$72.00	\$11,520.00
7	Clerical Staff / Data Entry Clerks	480	Hourly	\$32.00	\$15,360.00
8	Billing and Invoice Analyst	40	Hourly	\$40.00	\$1,600.00
9	Environmental Specialist	16	Hourly	\$75.00	\$1,200.00
10	GIS Analyst	16	Hourly	\$65.00	\$1,040.00
11	Administrative Assistant	40	Hourly	\$31.50	\$1,260.00
12	Public Assistance Coordinator	80	Hourly	\$115.00	\$9,200.00
				<b>TOTAL:</b> <b>(Items 1 to 12)</b> (Sum of Extended Amounts)	\$517,100.00

\*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

# \*\*\*Rate Schedule II (Labor and Overhead not including Travel)

## PROPOSAL PRICING FORM

### RFP 2019-008 DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)

**Instructions:** Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.


Unit Prices, pursuant to this RFP, shall remain fixed and firm until May 22, 2021 (Refer to RFP Section 1.2). Prior to each renewal term, unit prices may be negotiated by the City with the Successful Proposers.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount (Unit Price x Estimated Hours)
1	Project Manager	80	Hourly	\$90.00	\$7,200.00
2	Operations Manager	336	Hourly	\$72.00	\$24,192.00
3	Field Supervisors	1344	Hourly	\$60.00	\$80,640.00
4	Debris Loading Site Monitors	7056	Hourly	\$38.00	\$268,128.00
5	Debris Site/Tower Monitors	2352	Hourly	\$38.00	\$89,376.00
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$70.00	\$11,200.00
7	Clerical Staff / Data Entry Clerks	480	Hourly	\$32.00	\$15,360.00
8	Billing and Invoice Analyst	40	Hourly	\$40.00	\$1,600.00
9	Environmental Specialist	16	Hourly	\$65.00	\$1,040.00
10	GIS Analyst	16	Hourly	\$65.00	\$1,040.00
11	Administrative Assistant	40	Hourly	\$31.50	\$1,260.00
12	Public Assistance Coordinator	80	Hourly	\$105.00	\$8,400.00
				<b>TOTAL:</b> (Items 1 to 12) (Sum of Extended Amounts)	\$509,436.00

\*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

**Optional Positions.** Proposer may include other positions, with hourly rates and attach a job description for each position.

Item	Description / Position	Unit of Measure	Unit Price
1	SEE ATTACHED SHEET FOR	Hourly	\$
2	ADDITIONAL OPTIONAL	Hourly	\$
3	POSITIONS AND THEIR	Hourly	\$
4	HOURLY RATES	Hourly	\$
5		Hourly	\$

Authorized Signature: 	Title: Chief Operating Officer
Print/Type Name: Greg Fenton	Phone 404-942-7750
E-mail: gfenton@wittobriens.com	Fax 202-580-8902
Firm Name: Witt O'Brien's, LLC	F.E.I.N. No: 27-2783923
Address: 2200 Eller Drive	City Fort Lauderdale State: FL 33316

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS PRICE PROPOSAL WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE PROPOSER NON-RESPONSIVE.



## Additional Positions

### Rate Schedule I (Labor and Overhead Including Travel)

POSITIONS	HOURLY RATES
Senior Advisor for Disaster Recovery	\$298.00
Project Manager - Recovery	\$206.00
Senior Disaster Recovery Specialist	\$193.00
Disaster Recovery Specialist	\$178.00
Mitigation Specialist	\$168.00
Appeals Specialist	\$195.00
Senior Planner	\$208.00
Planner	\$196.00

### Additional Position Descriptions

Other Suggested Positions and Responsibilities	
Name   Position	General Responsibilities
<b>Senior Advisor for Disaster Recovery</b>	<ul style="list-style-type: none"> <li>Provides oversight for contract performance and administration activities</li> <li>Acts as principal advisor to senior officials of client organizations</li> <li>Provides policy guidance and is responsible for high level coordination</li> </ul>
<b>Project Manager – Recovery</b>	<ul style="list-style-type: none"> <li>Program Advisor responsible for coordinating all level Disaster Recovery Specialists</li> <li>Provide technical assistance for applicant specific issues</li> <li>Serves as senior technical advisor for mitigation issues</li> <li>Responsible for maximizing all mitigation opportunities</li> <li>Serves as Program Advisor responsible for coordinating lower level Disaster Recovery Specialists</li> </ul>
<b>Senior Disaster Recovery Specialist</b>	<ul style="list-style-type: none"> <li>Assigned directly to applicants to provide technical assistance for their specific issues</li> <li>Serves as senior technical advisor for mitigation issues</li> <li>Responsible for working closely with the contract and client staff to ensure that all mitigation opportunities are maximized.</li> </ul>
<b>Disaster Recovery Specialist</b>	<ul style="list-style-type: none"> <li>Supports the Senior Disaster Recovery Specialists with programmatic and project review.</li> <li>Assigned individually and in groups as needed in order to identify and address all programmatic issues related to the recovery</li> </ul>



Other Suggested Positions and Responsibilities	
Name   Position	General Responsibilities
<b>Mitigation Specialist</b>	<ul style="list-style-type: none"> <li>• Supports the Senior Disaster Recovery Specialist with programmatic and project review</li> <li>• Identify and address all programmatic issues related to the recovery</li> </ul>
<b>Appeals Specialist</b>	<ul style="list-style-type: none"> <li>• Works as part of the team to resolve issues or disputes that arise during the FEMA process</li> <li>• Provides policy and regulation guidance for eligibility and past precedence to resolve issues</li> <li>• Prepares formal appeal letters referencing applicable policy, including supporting documents as necessary</li> </ul>
<b>Senior Planner</b>	<ul style="list-style-type: none"> <li>• Works as part of the project team in the accomplishment of project activities and objectives including strategy development, program planning, auditing and evaluation, executive management coaching, policy and regulation development.</li> <li>• Maintains own action plan to complete deliverables.</li> <li>• Reviews information and requests data.</li> <li>• Leads discussions and meetings with client or project team.</li> <li>• May provide client with instruction, training, or exercises</li> </ul>
<b>Planner</b>	<ul style="list-style-type: none"> <li>• Assists the Senior Planner and contribute to development of deliverables.</li> <li>• Reviews information and requests data.</li> <li>• Assists in discussions and meetings with client or project team.</li> </ul>

The RFP requested respondents to submit rates that include travel and overhead. The latest FEMA Guidance contained on page 39 of the FEMA Public Assistance Policy Guide V 3.1 that has an issue date of April 2018 states, “*FEMA does not reimburse DAC based on blended rates (e.g., a labor rate plus a percentage of overall travel expenses or one rate for all levels of employees involved in a project). Labor and travel expenses must be tracked separately and shown as directly related to a specific project.*”

Mindful of the importance of cost recovery of DAC for fees associated with disaster recovery consulting, Witt O'Brien's is submitting two rate quotes, one with “loaded” rates that include all travel and overhead as requested in the RFP, and an alternate quote for hourly rates excluding travel costs.

#### Rate Schedule II (Labor and Overhead Not Including Travel)

POSITIONS	HOURLY RATES
Senior Advisor for Disaster Recovery	\$260.00
Project Manager - Recovery	\$168.00

Senior Disaster Recovery Specialist	\$155.00
Disaster Recovery Specialist	\$140.00
Mitigation Specialist	\$130.00
Appeals Specialist	\$155.00
Senior Planner	\$170.00
Planner	\$160.00

## Appendix A – Resumes

## CHARLES BRYANT



### Qualification Profile

Charles Bryant, Director of Disaster Debris Services with Witt O'Brien's, is a highly qualified debris and emergency response specialist. ***Charles is one of the country's preeminent instructors of debris management at FEMA's national training center EMI.*** His 35 years of experience in emergency response services, and 10 years of experience in debris monitoring and emergency management, include leading debris management operations in Louisiana, Georgia, New Jersey, and Texas. He is fully qualified and experienced in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for public assistance grant funding and project development. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA project worksheets for Category A debris removal projects. He served as technical advisor for FEMA eligibility determinations providing contractor oversight of debris management site and monitoring operations. He was also subject matter expert for debris operations aiding in development, management and operations for wet debris removal for environmental protection agencies, has assisted local government applicants and private citizens with debris removal, and served as a private property demolition technical advisor.

Prior to joining Witt O'Brien's, Charles owned and operated C. Bryant, Inc., an emergency management consulting firm. He performed various contracted emergency management response and recovery planning services and provided technical assistance for local, state and federal governments. His primary areas of service were debris operations and planning, as well as private property debris removal program development. He also performed project management and development and oversaw the FEMA public assistance process. Charles is also certified in hazard analysis and mitigation. He has also designed Homeland Security Exercise and Evaluation Program (HSEEP) exercises, as well as instructional and educational services.

Charles is a national certified instructor for E202 National Debris Management Planning Course and is an Advanced Level ICS Instructor – E449 ICS Curricula. He served on the course development team for the 2007 and 2012 rewrites of the National Debris Course, E202.

Additionally, Charles is a senior adjunct instructor for the National Emergency Response and Rescue Training Center, a division of Texas A&M University. He teaches exercise design and facilitation for the Weapons of Mass Destruction (WMD) exercise program and hurricane exercise design.

### Professional and Select Project Experience

#### Hurricane Harvey, Texas DR 4332 (2017-2018)

Served as Witt O'Brien's Regional Operations Manager for all Texas Debris Operations because of Hurricane Harvey. He is project manager for 6 concurrent client projects including Village of Jones Creek, City of West Columbia, Waller County, Clear Brook Municipal Utility District, City of West University Place, and City of Port Arthur TX.

#### Areas of Expertise

35 years of Debris Management Operations

Preeminent Instructor of Debris Management at FEMA's National Training center EMI

Disaster Recovery and Debris Specialist

Public Assistance

Grant Funding

Technical Advisor

#### Registrations, Certifications & Training

EMI NIMS Advanced Level ICS Curricula  
Train the Trainer E449, Certified Instructor

EMI E202 National Debris Management  
Planning Course, Certified Instructor

EMI National Debris Management, Training

FEMA Pilot Program Train the Trainer,  
Training

FEMA Hazardous Materials Contingency  
Planning, Training

FEMA Introduction to Emergency  
Management, Training

FEMA Liability Issues in Emergency  
Management, Training

National Fire Academy Fire Service  
Financial Management and Planning,  
Training

Hazardous Materials Tactical  
Considerations, Training

Hazardous Materials on Scene  
Coordinator, Training

Fire Department Insurance Rating, Training

#### Education

Associate Fire Science Degree, Louisiana  
State University at Eunice

#### Year Joined Witt O'Brien's

2014

## CHARLES BRYANT



### City of New Orleans Tornado (February 2017)

Senior Project Manager for tornado event, which occurred in New Orleans-East.

### Florida - Hurricane Hermine DR 4280

Technical Advisor, Logistics Support and Operational Support initially, and later as Project Manager in Tallahassee and Leon County, FL.

### Livingston Parish, LA Flood Event DR 4277

Technical Advisor, Logistics Support and Operations support in Livingston Parish, LA.

### Louisiana Flood Event DR 4263

Served as the State of Louisiana Public Assistance Debris Manager and Technical Advisor for Debris Operations.

### Georgia Severe Winter Storm Pax, DR-4165 (2014)

Served as a Debris Technical Advisor and provided technical assistance to Columbia County, Georgia, for development of FEMA project worksheets for Category A debris removal; served as Technical Advisor for FEMA eligibility determinations.

*Prior to joining Witt O'Brien's, Charles' project experience included:*

### State of New Jersey, Hurricane Sandy, DR-4086 (2012-2013)

Served as a subject matter expert for debris operations after Hurricane Sandy; worked as a technical advisor to the New Jersey Governor's Office of Recovery and Rebuilding and aided in development, management and operations for wet debris removal for the New Jersey Department of Environmental Protection; assisted local government applicants and private citizens with debris removal; served as a private property demolition technical advisor.

### Hurricane Isaac for State of Louisiana, DR-4080 (2012)

Served as technical advisor to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)

### FEMA, AECOM (2011)

Charles was a technical assistance contractor; lead instructor; trainer; debris specialist.

### Louisiana Hurricanes Gustav and Ike, DR-1786; DR-1791 (2008 - 2009)

Charles was deputy debris manager.

### Cities of Houston and Galveston, TX, Texas A&M, Galveston (2008)

Technical assistance coordinator.

### Louisiana Hurricanes Katrina and Rita, DR-1603; DR-1607 (2005)

Deputy debris planning manager.

### Baltimore Metropolitan Council (2014)

Charles developed the Baltimore Metropolitan Council's first debris removal operations and coordination specific Homeland Security Exercise and Evaluation Program (HSEEP)-compliant exercise.

## CURT JOHNSON



### Qualification Profile

Curt Johnson has 6+ years of disaster recovery experience. He is responsible for debris monitoring and removal projects in response to major disasters.

Curt has served as Project Manager for debris monitoring and removal projects following Hurricanes Matthew, Irma, Maria and Florence. He was the Assistant Project Manager in New Hanover County, North Carolina, supervising the debris removal operations following a severe winter ice storm. He served as Assistant Project Manager for the State of Louisiana during Hurricane Isaac and for the State of New Jersey's Hurricane Sandy debris monitoring projects. To-date, he has overseen millions of cubic yards of various types of debris.

Curt has the proven ability to produce quickly under pressure, using his full range of leadership skills and without sacrificing quality. He successfully coaches, trains and develops his team encouraging them to attain their complete potential.

Prior to joining Witt O'Brien's, Curt worked in environments where he appropriately and efficiently developed schedules, created reports, hired and trained staff, managed contracts and worked with diverse groups of people.

Curt also proudly served in the US Coast Guard.

### Professional and Select Project Experience

#### New Hanover County, NC, Hurricane Florence (September 2018 – present)

Curt is the Project Manager for debris removal operations following Hurricane Florence, for which he has to date managed the removal of over 1.4 million cubic yards of debris.

#### US Virgin Islands, Hurricanes Irma and Maria (2017-2018)

Curt worked in the US Virgin Islands as the Debris Manager for St. Thomas island, and the Debris Subject Matter Expert (S.M.E.) for all of the Virgin Islands. He managed the removal of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria. After completing the WAPA debris project, he worked as the Debris Manager for St. Thomas, St. John, Water Island and St. Croix, overseeing the electronic mapping of all hazardous limbs, hazardous trees and hazardous stumps for the USVI Department of Public Works.

#### Florida, Hurricane Irma (2017)

Curt served as Project Manager for multiple cities and counties in Central Florida for the debris removal operations following Hurricane Irma. Those cities/counties included Gainesville, Alachua County, and the city of Edgewater, FL. Additionally, he managed the South Florida Data Processing Center in Ft. Lauderdale, FL.

#### Florida, Hurricane Matthew (2016)

Curt served as Project Manager for the debris removal operations for Edgewater, FL and Ponce Inlet, FL following Hurricane Matthew. He managed the removal of over 255,000 cubic yards of vegetative and C&D debris.

#### Areas of Expertise

Disaster Recovery  
Debris Specialist  
Staff Management  
Debris Project Scheduling

#### Registration, Certification & Training

Certified Hazard Analysis and Critical Control Points (HACCP) Manager

#### Other:

2007 International Food Service Executives Association (IFSEA), Honolulu, HI  
Master Certified Food Executive (MCFE)  
Certified Professional Food Manager (CPFM)

#### Education

October 2006 United States Coast Guard Food Service Specialist A School, Petaluma, CA  
Food Service Specialist 3rd Class, Culinary Arts  
Top Honors: Class Leader and Honor Graduate

#### Year Joined Witt O'Brien's

2012

## CURT JOHNSON



### New Hanover County, North Carolina, DR-4167 (2014)

Curt managed the debris removal effort in New Hanover County, North Carolina in response to severe winter storms, overseeing debris removal operations of close to 100,000 cubic yards of vegetative debris.

### State of New Jersey, DR-4086 (2012 – 2013)

Curt served as Assistant Project Manager in the overall debris monitoring operations for the Borough of Union Beach, New Jersey during Hurricane Sandy recovery efforts.

### St. Bernard Parish, Louisiana, DR-4080 (2012)

Curt served as Assistant Project Manager responsible for the debris monitoring operations for St. Bernard Parish, Louisiana in the recovery from Hurricane Isaac.

### Plains All American Pipeline (2015)

Curt was a Division Supervisor for Witt O'Brien's, overseeing all oil cleanup efforts by contractors for the oil spill in Santa Barbara, California.

## MICHAEL J. BURGESON



### Qualification Profile

Michael Burgeson is a Debris Project/Operations Manager for Witt O'Brien's. He is the Operations Lead in Saint Croix US Virgin Islands.

Michael has 8+ years of diverse experience in disaster debris operations management, logistical and operational support, project development, and systems implementation. His project leadership roles include debris monitoring operations in Florida and Georgia following Hurricanes Matthew and Hermine, and a severe ice storm in Tulsa, OK. Michael was also part of several debris monitoring projects in Louisiana for Hurricane Gustav.

Prior to joining Witt O'Brien's, Michael worked for ER Assist Inc., and Solid Resources, Inc.

#### Relevant Experience

Diverse background with experience in service, sales/financial, management and entrepreneurial environments.  
Debris Project start up and development.

#### Areas of Expertise

Disaster Debris Operations Management.  
Logistical and Operational Support.  
Project development and systems implementation.  
Leadership, team building and training.

#### Education

Associates Degree, Health and Human Performance, Applied Sciences, Tulsa Community College, 2010

#### Year Joined Witt O'Brien's

2016

### Professional and Select Project Experience

#### Witt O'Brien's, LLC

- + USVI Disaster Operations, Island Operations Lead - Logistical and Operational Support; May 2018 – Current (Based on Saint Croix, VI)
- + Debris Manager, USVI Saint Croix; WAPA Power Grid Debris Project; February 2018 – March 2018
- + Debris Manager, USVI Saint John; WAPA Power Grid Debris Project; January 2018 – February 2018
- + Hurricane Harvey, Port Arthur, TX; DR-4332
  - Project/Operations Manager; Port Arthur, TX Cat A; C&D Debris Operations; Sept 2017 – January 2018
- + Hurricanes Matthew and Hermine - both Vegetative Debris Operations
  - Data Manager DR-4280; Tallahassee, FL; City of Tallahassee and Leon County Data Reconciliations team; January 2017 – May 2017
  - Field Supervisor DR-4284; Savannah, GA; Savannah Leaner and Hanger, Cemetery and City Golf Course Projects Supervisor; November 2016 – January 2017
  - Operations Manager DR-4280; Tallahassee, FL; Leon County and City of Tallahassee; October 2016
  - Project Manager DR-4280; Tallahassee, FL - FHWA-Leon County; Sept 2016 – October 2016

#### ER Assist Inc., USDA AI Projects, Sioux Center and Okoboji, IA

- + Area Administrator, Osceola, IA; August – Sept 2015
- + Data Base Administrator, Okoboji, IA; August 2015
- + Site Administrator, Sioux Center, IA; July 2015 – August 2015



MICHAEL J. BURGESSON



Solid Resources, Inc., Tulsa, OK and Louisiana 2008-2009

- + Field Supervisor DR-1786; Hurricane Gustav – Lafayette, Baton Rouge, Hammond, Livingston, Walker-Denim Springs and Lafourche Parish projects; August 2008
- + Field Supervisor and Project Coordinator DR-1786; Lafourche Parish; August 2008 – October 2008
- + Debris Monitor, Tulsa Ice Storm; January – May 2008

## CHRIS DENNEY



### Qualification Profile

Chris Denney has 13 years of experience in debris monitoring, and data management, and thoroughly trained in monitoring processes, procedures and best practices. Chris began his recovery services career as a field monitor during the recovery efforts of Hurricane Katrina in 2005 for St. Tammany Parish, Louisiana, and he now serves as a disaster recovery data manager.

He led the electronic ticketing process from its inception, which involves determining cubic yard estimations, managing upwards of 3,000 tickets, and 20,000 cubic yards daily as a data manager on large-scale projects. He worked as a roving monitor and supervisor across five parishes in Louisiana, after Hurricane Isaac in Louisiana, and led the handheld ticketing project using Motorola MC-75 equipment. While there, he was also the assistant data manager remotely for Lavallette, New Jersey, following Super Storm Sandy.

Chris also has three years of experience providing technical assistance, and financial reconciliation with logistical and operational coordination of disaster recovery for projects like the State of Georgia after the severe winter ice storm in February 2014.

Chris has direct field experience with assigning and mobilizing large numbers of monitors and debris trucks on high priority projects.

#### Areas of Expertise

Debris Monitoring  
Financial Reconciliation  
Data Management  
Project Management  
DOCL  
ICS

#### Registrations, Certifications & Training

Occupational Safety and Health Association (OSHA) Training Certified (30-Hour Course)  
IS 100, 200, 700, 800  
First Aid & CPR Trained

**Year Joined Witt O'Brien's**  
2012

### Professional and Select Project Experience

#### Hurricane Michael, Washington County, FL (2018)

Chris served as the Senior Data Manager for debris monitoring efforts in Washington County, FL tracking ticket entry, invoice submissions, and the payment recommendations of hauling contractor invoices for ROW, parks, private roads, and gated communities.

#### Hurricane Florence, North Carolina (2018)

Chris served as the Senior Data Manager for debris monitoring efforts in New Hanover County, North Carolina tracking ticket entry, controlling data integrity, invoice submissions, and the payment recommendations of hauling contractor invoices.

#### Hurricanes Irma and Maria, Florida, Georgia, and USVI (2017-2018)

Chris served as the Senior Data Manager for debris monitoring efforts across Florida, Georgia and the U.S. Virgin Islands tracking ticket entry, invoice submissions, and the payment recommendations of 42 projects.

#### Livingston Parish, Louisiana (2016 – 2017)

Chris served as the Data Manager for debris recovery efforts from the Louisiana Flood of 2016. His responsibilities included reconciliation of the removal of more than 800,000 cubic yards of approved debris, including white goods and HHW, valued at more than 11 million dollars in removal costs.

#### Hurricane Matthew in Florida (2016 – 2017)

Chris served as Data Manager on Witt O'Brien's response and reporting team on the recovery efforts from Hurricanes Hermine and Matthew that impacted the Southeast in 2016.

CHRIS DENNEY



### Plains All-American Refugio Incident (June 2015 – November 2015)

During the spill, Chris operated the badging system to ensure safety and security of the incident. He was responsible for producing ICS-211 and ICS-205A documentation. After the incident, he assisted with electronic documentation of the incident.

### Columbia County, Georgia, Severe Winter Storm EM-3368), Data Manager (February 2014 - May 2014)

Chris was data manager, monitoring debris removal and cleanup following winter storms that crippled the area. He implemented handheld ticketing for debris removal and managed ticket and volume data.

### St. Bernard Parish, Louisiana, Debris Monitoring (2012 –2013)

Chris was responsible for mobilizing Witt O'Brien's team members for private property debris removal (PPDR). He also trained and implemented the use of handheld devices used for electronic ticketing.

### Louisiana Hurricane Isaac, Debris Technical Advisor (2012 –2013)

Chris mobilized Witt O'Brien's team members for private property debris removal (PPDR) after Hurricane Isaac devastated the area, leaving large amounts of hazardous storm debris strewn throughout several parishes. Trained and implemented handheld devices used for electronic ticketing.

### Louisiana Hurricane Katrina (DR-1603), Recovery Services (October 2005 – December 2005)

Chris worked as a contracted field monitor during the recovery efforts of Hurricane Katrina for The Shaw Group (now CB&I) in St. Tammany Parish, Louisiana.

# JOSH VETTERS



## Qualification Profile

Josh Vettters has 10+ years of experience as an emergency management professional working in response and disaster recovery. He has profound knowledge and experience advancing often archaic industry processes including but not limited to logistics, asset accountability, billing analytics, GIS capabilities, and various plan types.

He has more than 20,000 hours of real world experience managing complex business interruptions such as terrorism, natural disasters, and a multitude of released products into environmentally sensitive areas.

## Professional and Project Experience

In his three years with Witt O'Brien's, Josh has optimized supervision of field operations in excess of 300 personnel. He added value to field operations by standardizing methodology in creating, reviewing, and implementing safety, security, and logistics plans and tactics.

Josh expanded future capabilities of Witt O'Brien's proprietary software to maximize incident documentation, information flow, and future planning. He provided training on software utilization internally and externally. He revolutionized organization response capabilities with a host of new innovative GIS tools. Examples include, application to enable real time collecting, editing, and collaboration between field ops, scat, and ICP personnel maintained on interactive maps, and real time field debris collection, location observations and route tracking.

Josh possesses successful management of training, inventory, data integrity, and reconciliation with hauling contractors to ensure clients receive accurate data reimbursed by FEMA for up to 12 disaster projects simultaneously throughout the USA.

Prior to joining Witt O'Brien's, he worked with the Response Group from 2010 to 2015, where he assumed several managerial positions of increasing responsibility, ultimately achieving the lead position of a multitude of companies including all Response Group operations within the State of Florida during the BP MC252 response.

Later, he supervised the development of emergency response training exercises; created of realistic scenarios in order to simulate an emergency response tailored to fit the client's needs and meet federal regulations. He also provided oversight of mandated training programs to ensure preparedness training was in compliance with regulatory requirements. He established standards and facilitated training exercises for clients; developed compliance strategies and implementation plans.

### Areas of Expertise

Debris Monitoring and Management  
Field Supervision  
Training On Software Utilization  
Logistics  
Asset Accountability  
Billing Analytics  
GIS

### Registrations, Certifications & Training

FEMA Training:  
IS-029, ICS-100, IS-139, ICS-200, IS-201, ICS-300, IS-393.a, ICS-400, IS-632.a, IS-634, IS-700, IS-800

### Education

Associates Degree, Business Management,  
Brazosport College, 2010

### Year Joined Witt O'Brien's

2015

# ALEXANDRA HESTILOW



## Qualification Profile

Alexandra Hestilow is a GIS specialist with Witt O'Brien's, and has over five years' experience in geographic mapping and data compilation. She is proficient with multiple types of GIS software, including ArcGIS and ERSI ArcSDE 10.4.1.

Alexandra currently supports a full suite of GIS services related to oil spill contingency planning, response and recovery. She also supports the development of facility response plans, regional response plans, spill prevention, control, and countermeasure plans, oil spill response plans, storm water pollution prevention plans, and recovery. She is the GIS support for the preparation and conducting of Oil Spill Drills and exercises, as well as managing the Common Operating Picture / Platform during events. Alexandra creates Oil Spill Trajectories, Environmentally Sensitivity maps, and can also help manage debris tickets with web applications.

Prior to joining Witt O'Brien's, Alexandra was a GIS specialist for the Hess Corporation where she worked with land negotiators by mapping areas of interest and leases in Ohio and California. She helped speculators determine what parts of the Appalachian Basin showed potential for natural gas exploration. She also assisted Hess' subsurface department with identifying desirable drilling locations by using their information and calculations to create specific map themes. Alexandra digitized information for gas leases in the Utica shale formation, uploaded it into ArcGIS, and mapped offshore oil leases in the Gulf of Mexico, as well as in some of Hess' international holdings, like Australia, Ghana and Indonesia. She maintained and updated reliable data in ArcGIS for all wells, well pads and pooling units.

Alexandra served as a GIS analyst for the Houston Airport System in Houston, Texas, where she combined AutoCAD files, surveys and paper maps to create a map laying out all of the utilities at Houston's two airports -- Houston George Bush Intercontinental and Houston Hobby. She also worked with surveyors to determine utility needs for existing and proposed structures; served as the airport system's point of contact for all commercial development; helped update the floor plans of both airports and created and facilitated training materials and seminars for co-workers.

She also served as a GIS specialist for Landworks Inc., where she provided land asset management and GIS solutions for a variety of industries, including oil and gas exploration firms like Apache and Anadarko. Alexandra helped the companies map leases, wells and rights of way, as well as overseeing contracts and working and royalty interests.

## Professional Experience

### GIS Analyst, Witt O'Brien's, Houston, Texas (2016 - Present)

Alexandra is currently a GIS Analyst for Witt O'Brien's where she helps provide a full suite of GIS services related to oil spill contingency planning, response and recovery. She also supports the development of facility response plans, regional response plans, spill prevention, control, and countermeasure plans, oil spill response plans, storm water pollution prevention plans, and recovery. She is the GIS support for the preparation and conducting of Oil Spill Drills and exercises, as well as managing the Common Operating Picture / Platform during events. She creates Oil Spill Trajectories, Environmentally Sensitivity maps, and can also help manage debris tickets with web applications.

### Areas of Expertise

GIS

### Software

ArcGIS, Arc Catalog, ERSI ArcSDE 10.4.1, MS Access, MS Office, ASA Oil Map, Adios, Aloha, Hazus

### Registrations, Certifications and Training

ICS – 100, ICS – 200, ICS – 300

### Education

Master of Science in Geographic Information Systems, Sam Houston State University, Huntsville, Texas

Bachelor of Arts in Geography, Texas Tech University, Lubbock Texas

### Year Joined Witt O'Brien's

2016

## ALEXANDRA HESTILOW



### GIS Specialist, Hess Corporation, Houston, Texas (2011 - 2016)

Alexandra was a GIS specialist for the Hess Corporation where she worked with land negotiators by mapping areas of interest and leases in Ohio and California. She helped speculators determine what parts of the Appalachian Basin showed potential for natural gas exploration.

She also assisted Hess' subsurface department with identifying desirable drilling locations by using their information and calculations to create specific map themes. Alexandra digitized information for gas leases in the Utica shale formation and uploaded it into ArcGIS.

Alexandra also mapped offshore oil leases in the Gulf of Mexico, as well as in some of Hess' international holdings, like Australia, Ghana and Indonesia. She maintained and updated reliable data in ArcGIS for all wells, well pads and pooling units.

### GIS Analyst, Houston Airport System, Houston, Texas (2008 - 2011)

Alexandra served as a GIS analyst for the Houston Airport System in Houston, Texas. She combined AutoCAD files, surveys and paper maps to create a map laying out all of the utilities at Houston's two airports -- Houston George Bush Intercontinental and Houston Hobby.

She also worked with surveyors to determine utility needs for existing and proposed structures and served as the airport system's point of contact for all commercial development. She helped update the floor plans of both airports and created and facilitated training materials and seminars for co-workers.

### GIS Specialist, Landworks Inc., Houston, Texas (May 2008 - November 2008)

Alexandra served as a GIS specialist for Landworks Inc. where she provided land asset management and GIS solutions for a variety of industries, including oil and gas exploration firms like Apache and Anadarko. She helped the companies map leases, wells and rights of way, as well as overseeing contracts and working and royalty interests.

## LYNNE STORZ



### Qualification Profile

Lynne Storz has 13 years of experience in FEMA programs and disaster recovery operations. Her experience includes managing disaster debris monitoring operations, acting as a State Agency Liaison for the State of New Jersey, providing statewide planning and training on FEMA debris regulations, preliminary damage assessments, and providing technical assistance for project closeouts to local and state agencies.

Lynne provides technical assistance to local and state governments relevant to the FEMA Public Assistance Program reimbursement process. Lynne provides planning expertise in the development of disaster debris management plans for state and local governments. She is also responsible for managing disaster debris monitoring operations, providing direction and oversight to field staff and coordinating with the private sector and local government.

Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program for the county of Washington in Oregon, where she developed and implemented waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents.

### Select Project Experience

#### Debris Management Planning – Various Clients (2007 – Present)

Lynn was responsible for developing disaster debris management plans based upon individual client requirements. Each plan is prepared after consultation with the client and the participating departments that are involved in the debris removal project. Planning efforts typically involve discussion with outside agencies (state and federal governments and/or agencies) and private entities, as required, and discussion and coordination with the internal departments ranging from public works, solid waste, transportation, planning, GIS, finance/accounting (grants management) to environmental resources and historic preservation.

Plan development has been performed for the following local, state, and tribal governments:

- + Seminole Tribe of Florida
- + State of Maine
- + City of Fernandina Beach Florida
- + Broward Health Hospital
- + City of North Miami Florida
- + Cooper City Florida
- + Town of Davie Florida
- + Florida Department of Transportation

#### Areas of Expertise

Project Management; Debris Operations; Planning; Training; Preliminary Damage Assessments; Grant Management

#### Registrations, Certifications & Training

FEMA IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, IS-393, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-814

FEMA Classroom Training: G-318 (Mitigation Planning), NIMS ICS 300 (Intermediate ICS for Expanding Incidents), NIMS ICS 400 (Advanced ICS)

#### Education

Bachelor of Science, Sociology, Portland State University

Master of Urban and Regional Planning, Portland State University

#### Year Joined Witt O'Brien's

2004



## LYNNE STORZ



### New Jersey Office of Emergency Management (2012 – 2014)

Lynne worked with 25 New Jersey state agencies, primarily the New Jersey Department of Transportation (NJDOT), providing technical assistance to the agencies in the FEMA Public Assistance (PA) program following Hurricane Sandy. She provided technical assistance – including Project Worksheets (PW) formulation, reimbursement requests, time extensions, and quarterly reports – for NJDOT's approximately \$30 million in PS claims.

### Lafourche Parish, Louisiana (August 2012 – October 2012)

Lynne provided oversight of debris monitoring operations for Lafourche Parish, Louisiana during the recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance with the FEMA PA Program and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

### Florida Department of Transportation (FDOT) (2007 – 2013)

As a Senior Consultant and Project Manager, Lynne provided long-term disaster recovery, emergency management, and planning expertise to the Florida DOT. She provided technical assistance and planning to local governments in the areas of FEMA PA and FHWA Emergency Relief programs. In this role, she served as Public Assistance Coordinator (PAC) for the FDOT and oversaw project closeout, appeals and project worksheet formulation. Lynne assisted in securing approximately \$100 million in grant reimbursement for the FDOT, assisting more than 80 local governments with preparing documents for Detailed Damage Inspection Reports (DDIR), which were submitted to the FHWA for reimbursement.

Lynne also managed the development of FDOT's statewide debris management plan, which was approved by FEMA Region IV and also developed seven district Debris Operations Plans, as well as the development and delivery of training on the implementation of those plans. Lynne also assisted in the development of FEMA PA and FHWA Emergency Relief training, which was delivered to more than 2,000 local government personnel in Florida.

### State of New Jersey (2011)

Lynne assisted the State of New Jersey in the response to Hurricane Irene and performed preliminary damage assessments.

### Washington County, Oregon (1991 – 2002)

As the Solid Waste Management Coordinator, Lynne managed a 11-city recycling program, developed and implemented waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents. Her fields of expertise include program administration and management, program planning, facility capacity (landfill/materials recovery) planning, public policy development, program development and implementation, ordinance development, rate regulation, and franchise negotiation.



## Qualification Profile

Bill Riley is a Witt O'Brien's Managing Director responsible for oversight and management of disaster field operations and client contract, and relationship management. He also is responsible for recovery planning, analysis, and implementation.

Bill is highly proficient in interacting with private sector, government, and non-profit entities. He is a skilled administrator and leader, with demonstrated accomplishments in emergency and disaster response. Bill has worked in disaster response and recovery, crisis management, insurance, communications, and public affairs. He has expertly managed a diverse multi-national organization and compassionately delivered emergency relief to those affected by natural disasters. He has also capably directed facility construction, renovation and relocation efforts.

Bill managed Hurricane Sandy recovery efforts in New York, New Jersey, and Connecticut for Witt O'Brien's. He also served as the Project Manager for the University of Texas Medical Branch at Galveston (UTMB) and the cities of Houston and Galveston's recovery efforts from Hurricane Ike. He worked as the Project Manager for Witt O'Brien's and oversaw the Vermont State Hospital's recovery from Tropical Storm Irene.

He has managed client projects in Arkansas, Indiana, Iowa, Rhode Island, and Virginia, and took a leading position in the resolution of eligibility issues related to the FEMA PA Program and the Sandy Recovery Improvement Act (SRIA).

Prior to joining Witt O'Brien's, Bill served at FEMA as Senior Advisor to the Federal Coordinating Officer at the sites of presidentially declared disasters in the US and its territories.

He was an authoritative spokesperson on all operational, program, and policy issues at the scene of major disasters.

## Project Experience

### State of New Jersey (2012-Present)

Bill managed Witt O'Brien's recovery efforts on behalf of the State, including the closeout efforts associated with Hurricane Sandy, Hurricane Irene, and 15 additional disasters.

### Various Entities, New York (2001; 2012—2015)

Bill served as Witt O'Brien's Project Manager for recovery efforts with Nassau County, Suffolk County, the City of Long Beach, and several other local jurisdictions and eligible non-profits.

### Town of Fairfield, Connecticut (2012 – Present)

Bill managed recovery efforts for the Town of Fairfield, Connecticut, including the development of Project Worksheets documentation through project closeout.

**BILL RILEY**

### State of Vermont (2011 -2012)

Bill served as the Project Manager for Witt O'Brien's work on behalf of the State of Vermont following the historic flooding as the result of Tropical Storm Irene, including recovery efforts for the 28 hardest hit communities and the management of the recovery associated with the Vermont State Hospital. He also advised the State on the creation of the Irene Recovery Office and assisted the State with complex recovery issues.

### The City of Galveston, Texas; The City of Houston, Texas; and The University of Texas Medical Branch at Galveston, Texas (2008 - 2012)

Bill was Witt O'Brien's Project Manager during Hurricane Ike recovery efforts with the City of Houston, the City of Galveston, and the University of Texas Medical Branch at Galveston (one of the largest single Public Assistance applicants in FEMA history). These three applicants were among the hardest hit by Hurricane Ike and resulted in some of the most innovative approaches to FEMA Public Assistance funding and the development of 404 and 406 hazard mitigation projects.

### State of Iowa (2008 - 2009)

Bill performed in an integral capacity assessment and helped the State of Iowa stand up its Rebuild Iowa Office, including the development and management of Iowa's Jump Start program, which provided direct assistance to Iowans affected by the flooding of 2008.

### State of Indiana (2008 -2010)

Bill served as the Project Manager for the team of recovery experts that assisted the State of Indiana following the 2008 severe storms, tornadoes, and floods.

Prior to joining Witt O'Brien's, Bill had the following experience:

### Massachusetts Not-for-Profit (1999-2007)

Bill spent more than eight years as Chief Operating Officer of an international not-for-profit in Massachusetts where he was responsible for all operational concerns of the organization's holding company, two operating companies, and five business units in 15 countries.

### US Chemical Safety and Hazard Investigation Board (1998-1999)

Bill was Manager, Media Relations and the Incident Operations Center at the US Chemical Safety and Hazard Investigation Board in Washington, DC. Where he was a member of the five-person start-up team of this US government executive branch agency. In this role, Bill responded to oil refinery and chemical plant explosions and fires in California, Nevada, New Jersey and Maryland.

### Federal Emergency Management Agency (1994-1998)

Bill was a senior advisor to the Federal Coordinating Officer at the sites of presidentially declared disasters in the US and its territories. He was an authoritative spokesperson on all operational, program and policy issues at the scene of major disasters. His experience includes disasters in the US Virgin Islands, Arkansas, Illinois, Indiana, Kentucky, Maine, Massachusetts, Minnesota, New York, North Dakota, South Dakota, Vermont, West Virginia, and Wisconsin.

Bill also served as the national and international media liaison for FEMA's Urban Search and Rescue (US&R) Task Forces operating at Ground Zero.

## VALARIE PHILIPP



### Qualification Profile

Valarie Philipp is an Associate Managing Director for Witt O'Brien's and a registered Professional Engineer in the States of Georgia and Florida.

Valarie has more than 20 years of experience in emergency management and related fields assisting state, county, and municipal governments, as well as healthcare providers, educational institutions, and non-governmental organizations with disaster preparedness, response and recovery.

Valarie is a FEMA debris and grants management subject matter expert. She oversees appeals resolution, procurement compliance, and FEMA disaster closeouts. Most recently she has been responsible for the management and oversight of 10 disaster debris monitoring projects and 15 FEMA Grants Management projects resulting from Hurricane Irma that impacted Florida in September 2017.

Valarie regularly assists governmental clients with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing FEMA program training initiatives.

Prior to joining Witt O'Brien's, Valarie served as a FEMA Technical Assistance Contractor (TAC) from 2004-2006, where she performed building damage assessments, prepared cost estimates, wrote Project Worksheets, managed building assessment teams and served as the Deputy PAC for debris operations for Hurricane Katrina in South Florida.

Valarie also served as a structural engineer for Wiss, Janney, Elstner Associates from 1997-2004 undertaking forensic investigations for repairs and litigation support.

### Project Experience

#### The School Board of Broward County, Florida (2008-2018)

Valarie directed the School Board of Broward County's long-term recovery efforts after the various disasters that impacted the School Board from 2004 to 2012. She oversaw the reconciliation and closeout of debris removal projects, emergency protective measures, and permanent work that totaled more than \$60 million. Valarie assisted the School Board with gathering, reviewing, and compiling the relevant documentation for the final inspection and closeout of PWs. She also assisted in identifying, and pursuing, more than \$9 million in unclaimed FEMA funds and project cost over-runs, as well as more than \$3 million in insurance benefits. When FEMA's Office of the Inspector General (OIG) conducted an audit of 32 of the School Board's projects, which were repairing \$15 million in damages, Valarie assisted the applicant by gathering and submitting supporting documentation. She also prepared formal appeals to FEMA to dispute adverse funding decisions. Most recently Valarie has assisted the School Board with efforts to comply with updates to the FEMA program guidelines including updating procurement policies and procedures to be in line with federal procurement regulations as well as implementing disaster expenditure recording procedures to capture damages through the County by Department, location, and by FEMA category of work. *Role: Project Manager*

## VALARIE PHILIPP



### Borough of Allendale, New Jersey (2013-2018)

Valarie assisted the Borough of Allendale, New Jersey with their recovery efforts from Hurricane Sandy. She worked with the borough, state, and FEMA to prepare PWs and to prepare subsequent reimbursement requests and final closeout packages. She reviewed disasters that remained open prior to Sandy and prepared reports on their completeness to provide to the state to complete disaster closures. Most recently she prepared the Borough's FEMA project packages for Winter Storm Jonas that occurred in February 2016. *Role: Project Manager*

### The City of Miami, Florida (2008-2012)

Valarie provided oversight and guidance for the City of Miami's long-term recovery efforts. She assisted city staff with all aspects of the debris planning and preparation process, from project inception through disaster closure and financial audits. She assisted the city with the final inspection and closeout of 27 large PWs that represented more than \$34 million in obligated funds. The majority of the PWs were related to debris removal and emergency protective measures. Valarie helped secure more than \$9.5 million in unclaimed obligated funds and cost overruns, which resulted in successful project closeouts. To secure the funds, Valarie collected, reviewed, and prepared all pertinent documentation from various city departments. Additionally, she assisted the city in preparing a response to the findings from an audit by FEMA's Office of the Inspector General. Valarie's assistance led to the recovery of more than two-thirds of the \$3.8 million of funds in question. She worked with the city to complete a FEMA-approved Disaster Debris Management plan and provided assistance during the bidding and contracting phase. She also helped select and approve a temporary debris management site and facilitated annual debris coordination meetings with city staff and contracted vendors. *Role: Project Manager*

### Florida Department of Transportation (2008-2015)

Valarie served as the Project Manager assisting FDOT with their recovery efforts from the Spring 2014 flooding that impacted North Florida. Valarie previously served as FDOT's PAC and helped the department perform closeout activities for 110 large PWS, related to nine State of Florida declared disasters from 2004-2008 representing more than \$75 million in obligated funds. She assisted with final inspections, appeals, and grant reimbursements, and also provided QA/QC services. She worked with FDOT districts in Southeastern Florida to compile supporting documents to ensure the successful allocation of obligated funding. Valarie also prepared and reviewed documentation to file Detailed Damage Inspection Reports (DDIRs) with the Federal Highway Administration (FHWA) for multiple jurisdictions throughout the Miami-Dade County area, which totaled more than \$8 million in federal disaster aid. She assisted with the development of FEMA public assistance and Federal Highway Administration (FHWA) emergency relief training materials for FDOT and other local government applicants. She also delivered training to more than 3,000 representatives. *Role: QA/QC Coordinator, Trainer*

### Florida Division of Emergency Management (2006-2008)

Valarie was responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds. She oversaw the PA program activities for six State of Florida declared disasters, which impacted the Miami metro area in 2004 and 2005. *Role: PAC for FDEM*

### Federal Emergency Management Agency (2004-2006)

Valarie assisted Palm Beach County's (Florida) efforts to respond to Hurricanes Frances and Jeanne. She performed building damage assessments, prepared cost estimates, wrote PWs, and managed building assessment team members.

## VALARIE PHILIPP



She also assisted applicants in Miami-Dade and Broward counties for both hurricanes Katrina and Wilma. During the recovery efforts in Miami-Dade and Broward counties, Valarie helped determine debris removal project eligibility and funding obligations. She also managed debris specialists and performed Quality Assurance and Quality Control (QA/QC) and helped resolve special projects. *Role: FEMA Technical Assistance Contractor (TAC)*

## Qualification Profile

William Patrigo has over 14 years of experience as a Disaster Recovery Specialist, and has worked on many different disasters across several states. He is an expert on appeals and arbitrations, and works on behalf of applicants in obtaining favorable determinations on FEMA projects. William uses his experience and education in law to advise, prepare, and present arguments to FEMA and arbitration panels on behalf of applicants denied from obtaining FEMA assistance.

William was instrumental in the successful arbitration of the Charity Hospital project in New Orleans, Louisiana. The hospital was heavily damaged by Hurricane Katrina, and portions of the damage documents by the State of Louisiana were denied by FEMA. William worked extensively with Kantrow, Spaht, Weaver, and Blitzer, the law firm retained to handle the arbitration. His expertise with FEMA's PA Program, proved beneficial including related statutes, regulations, and policies, and assisted with the formulation of relevant arguments for the arbitration, which awarded \$474.8 million dollars to the State of Louisiana.

Relative to electric cooperatives, William authored successful appeals for Lake Region Electrical Cooperative (OK) including recovery of \$4.1 million from FEMA for reconductoring and FEMA's adoption of DAP 9580.6; Mor Gran Sou Electric Cooperative (ND) including recovery of \$7.5 million relating to contractor work hours and procurement; and Lyon Rural Electric Cooperative, Osceola Electric Cooperative, Iowa Lakes Electric Cooperative & Sanborn Electrical Telecommunication Utility (IA) leading to a combined \$20 million recovery relating to reconductoring. Additionally, at the request of the North Dakota Association of Rural Electric Cooperatives, William conducted a 2016 CLE course for its members' in-house and outside legal counsel on dealing with FEMA.

Prior to joining Witt O'Brien's, William practiced law and was Senior Vice President, General Counsel, Secretary to Remington Companies, Secretary and General Counsel for Gates Learjet Corporation, Department Head of the Federal Deposit Insurance Corporation, and Assistant Counsel to several other privately held companies.

## Relevant Project Experience

### Electric Cooperatives Projects (2007 – Present)

William authored successful appeals for the following Electrical Cooperatives:

- + *Lake Region Electrical Cooperative (OK) including recovery of \$4.1 million from FEMA for reconductoring and FEMA's adoption of DAP 9580.6;*
- + *Mor Gran Sou Electric Cooperative (ND) including recovery of \$7.5 million relating to contractor work hours and procurement;*
- + *Lyon Rural Electric Cooperative, Osceola Electric Cooperative, Iowa Lakes Electric Cooperative and Sanborn Electrical Telecommunication Utility (IA) leading to a combined \$20 million recovery relating to reconductoring;*

## WILLIAM "BILL" PATRIGO



- + *At the request of the North Dakota Association of Rural Electric Cooperatives, William conducted a 2016 CLE course for its members' in-house and outside legal counsel on dealing with FEMA.*

### Louisiana Governor's Office of Homeland Security and Emergency Preparedness (2005 – 2016)

William served GOHSEP under the Legal Division as Senior Disaster Recovery Specialist, and developed and authored numerous primary and secondary appeals on behalf of various state and local governments, special districts, and eligible non-profit corporations that were denied assistance under FEMA's Public Assistance (PA) Program. He provided legal and technical assistance to management regarding issues associated with GOHSEP's Hazard Mitigation Grant Program (HMGP). William researched, developed, and authored numerous white papers on compliance with federal laws and regulations, R.S. Means Costs and Calculations, the Louisiana Department of Insurance, and the State Licensing Board for Contractors. He worked with various FEMA staff, GOHSEP personnel and management, state and local governments, and state agencies to identify specific issues and develop resolutions. He was effective in assisting state officials in developing messages for policies.

William also served as a PA Project Officer, responsible for writing PWs, assessing damages, and providing technical assistance to local governments in Orleans Parish, Louisiana and the State of Florida.

Prior to joining Witt O'Brien's, William had the following experience:

### Remington Companies, Inc. (1983 – 1993)

William was the Senior Vice President, General Counsel, and Secretary to a privately-held investment company located in Dallas, Texas, responsible for all legal matters related to the company. His professional emphasis was real estate, finance, labor/employment law, litigation, and commercial transactions.



**FRED HERMAN**

## Qualification Profile

Fred Herman is a Public Assistance specialist with Witt O'Brien's with over 35 years' experience in emergency management, debris management, emergency response services and damage assessment. Fred has worked closely with FEMA and assisted in multiple disaster recovery efforts. He has developed Project Worksheets, led and been a member of a Public Assistance coordinating crew and performed preliminary damage assessments. He also has worked with local and state governments to estimate and damage and recommended repairs to facilities and infrastructure. Fred also served as a Closeout Specialist for the State of New Jersey following Hurricane Sandy.

Prior to joining Witt O'Brien's, Fred worked for the US Army Corps of Engineers' New York District in multiple roles. Although Fred was a civilian, he served the Corps as an Emergency Operations Quality Assurance and Quality Control (QA/QC) Team Leader. As a QA/QC Supervisor and Team Leader, Fred deployed in support of FEMA recovery efforts during multiple disasters, including Hurricanes Ivan (Alabama) and Katrina (Mississippi) as well as flooding in Texas and upstate New York. He worked directly with FEMA branch chiefs, Public Assistance Coordinators (PACs) and Contract Officer Technical Representatives (COTRs).

Fred served as a contract administrator and the team leader for contracting activities, he was responsible for up to \$8 million of contracting authority. Fred create and developed FedBizOpps announcements and served as the office's lead negotiator and estimator. He was a voting member on the Architectural and Engineering (A/E) Selection Committee and also created and developed pre- and post-negotiation memorandums for the award of A/E contracts. As the responsible property account holder, Fred supervised more than \$3 million of government property and served as the point of contact for the US General Services Administration (GAO) when negotiating for the purchase of new equipment. Fred was also the safety officer within his section and conducted safety meetings, safety standowns and toolbox safety discussions. He served as a liaison between the Corps' New York District safety officers and coordinated the training of employees and performed safety evaluations. Additionally, Fred served as the lead civil engineering technician and certified hydrographer. He was the QA/QC Team Leader for dredge, navigation, topographic and beach replenishment/nourishment inspection and served as a member of the Basin Assessment Team and the inspector for monitoring contracted surveys. He oversaw 25 technicians who were involved in bathymetric, topographic and cadastral data collection. His responsibilities included the in-house field projects and creation of the work schedules, procedures and production goals for the four survey teams under his supervision. He coordinated multiple projects, as well as the travel, equipment and vehicles for the survey teams. Fred was also responsible for the safety of all the technicians and crew on various projects ensuring that the projects were accurate and the survey technicians used accepted procedures.

Fred began his career with the US Army Corps of Engineers as a cartographic technician. In that capacity, he was responsible for QA/QC of data collected by field personnel. He also analyzed data submitted to the office by field crews, prepared final maps and acted as a liaison between the field crew chiefs and the drafting section.

In addition, Fred is also a veteran of the US Navy.



FRED HERMAN



## Relevant Project Experience

### State of New Jersey (2014 – Present)

Fred worked as a Closeout Specialist for the State of New Jersey. He also has worked with local and state governments to estimate and damage and recommended repairs to facilities and infrastructure

Prior to Joining Witt O'Brien's, Fred had the following experience:

### FEMA (2009-2015)

Fred worked for the FEMA as a reservist and Disaster Assistance Employee (DAE). He identified project-specific historic preservation concerns, Provides technical assistance to JFO program managers and other personnel, tribal/state and local officials regarding FEMA's Historic Preservation compliance

Responsibilities. Fred developed and/or deliver Historic Preservation training or presentations, for JFO personnel, tribal/state emergency management personnel and applicants.

### US Army Corps of Engineers (2005 – 2009)

Fred worked for the US Army Corps of Engineers' New York District in multiple roles. Although Fred was a civilian, he served the Corps as an Emergency Operations Quality Assurance and Quality Control (QA/QC) Team Leader. Fred also served as a contract administrator and the team leader for contracting activities. He was responsible for up to \$8 million of contracting authority. He served as a liaison between New York District safety officers and coordinated the training of employees and performed safety evaluations.

## Relevant Project Experience

### DR-1899-NY Severe Storms and Flooding (April 13, 2010 –April 31, 2010)

Served as a Project Specialist

### DR-1943-NY Severe Storms, Tornadoes and Straight Line Winds (September 2010)

Served as a Project Specialist

### DR-1954-NY Severe Winter Storm and Snow Storm (December 26, 2010 – December 27, 2010)

Served as a Project Specialist

### DR-1993-NY Severe Storms, Flooding, Tornadoes, and Straight Line Winds (April 26, 2011 – May 08, 2011)

Served as a Project Specialist

### DR-4020-NY Hurricane Irene (August 26, 2011 – September 05, 2011)

Served as Project Specialist/PAC

### DR-4039-NJ Remnants of Tropical Storm Lee (September 28, 2011 – October 06, 2011)

Served as a Project Specialist

### DR-4048-NJ Severe Storm (October 2011)

Served as a Project Specialist

### DR-4070-NJ Severe Storms and Straight Line Winds (June 2012)

Served as a Project Specialist

### DR-4086-NJ Hurricane Sandy (October 29, 2012 – November 08, 2012)

Served as Project Specialist/PAC/Deputy Task Force Lead

DAVID ALVAREZ



## Qualification Profile

David Alvarez is a highly adaptable, industry-proven project management leader with a superior work ethic and a verifiable track record of project success. David has exhibited that he is an articulate communicator with exceptional organizational and project management skills, with demonstrable ability to successfully implement and carry out client initiatives and goals, delivering complex design and construction projects on time and within budget.

### Relevant Project Experience

#### CBRE, Austin-San Antonio-El Paso (October 2014 to Present)

David serves as the Director, Project Management and is directly responsible for the management and execution of the overall Project Management program for CBRE in Austin, El Paso, and San Antonio. He provides oversight for the project management staff who support the Investor and Capital tenant improvement projects in the Central Texas Area and supervise the day to day execution of client projects. David manages the revenue and budgets for CBRE's Project Management program in Central Texas and is responsible for exceeding revenue targets established by CBRE, as well as the capital costs/expenses for major client tenant improvement projects. He is also involved in the support of all CBRE PJM clients and implemented client satisfaction surveys, kick off/project closeout meetings, client outcome reports and other client-centric programs for all projects to ensure that our client's needs were met and fully addressed.

#### The University of Texas System - Office Facility Planning and Construction, Austin, TX (2009 – 2012)

As Project Manager II & Team Manager for the completion of new construction and renovation projects for the University of Texas System, David was responsible for the management of design and construction processes including:

- Project design development and planning with Architects, General Contractors, and suppliers and subcontractors for execution of work.
- Directly responsible for the creation and presentation of capital budgets and scope details to the board of regents and senior leadership to obtain approvals for the execution of major academic and office improvements for campuses.
- Establishing project budgets, confirming best value practices and value engineering reviews.
- Developing and managing design and construction schedules and milestones. Construction process management including progress meeting coordination, contract scope and cost change reviews, project site visits, punch lists and final closeout completion.

#### Bank of America - CBRE, Dallas, TX (2007 – 2009)

While serving as the Global Services Project Manager, David performed comprehensive project management services for the Bank of America Major Renovations Executive Team. He managed the completion of concurrent banking center design and construction projects, implemented corporate design standards and criteria in construction documents, and oversaw construction schedule development and management of approved budgets. David led the management of the bid process, procurement and subsequent construction and closeout of these projects.

**JAMES CROUCH**

## Qualification Profile

James Crouch is an environmental and historic preservation specialist as well as a Recovery Specialist with more than 20 years of experience. He has extensive experience with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public and Individual Assistance Programs, and has worked to expedite and unify interagency review processes to ensure compliance with environmental and historic requirements under federal law relating to disaster recovery projects, and to expedite the recovery process, consistent with applicable law.

His responsibilities include coordinating environmental and historic preservation reviews to accelerate planning and decision-making for disaster recovery projects, which can improve federal assistance to states, local, and tribal governments, communities, families and individual citizens as they recover from presidentially declared disasters. He provides environmental and historic preservation technical assistance to FEMA staff, local, state and federal partners, and grantees and sub-grantees.

James is also a Public Assistance Officer, who performs grants management functions such as preparing Category B Force Account labor claims.

## Project Experience

### City of Savannah, Georgia (2017 - Present)

James is a Public Assistance Officer performing grants management functions to assist the city with its recovery from 2016 Hurricane Matthew. He is assisting with the preparation of the Category B Force Account labor claims with the Fire and Police Departments as well as with other departments as necessary. He will also be supporting historic preservation efforts due to damage to many areas in the city of historical significance.

### State of Louisiana and State of New Jersey, Environmental and Historic Preservation (2011 - 2015)

James provided environmental and historic preservation expertise to hazard mitigation grant program projects related to disaster impacted areas following Hurricanes Katrina, Rita and Sandy.

Prior to joining Witt O'Brien's, James had the following experience:

### State of Louisiana, Historic Preservation (2009 - 2011)

James was a contractor servicing the Louisiana Hazard Mitigation Grant Program for the Office of Community Development (OCD). His primary duty was to represent OCD interests in helping develop a state-specific programmatic agreement for the Louisiana Hazard Mitigation Grant Program. Other duties included coordinating data with FEMA EHP staff and supervising data gathering required for Section 106 Consultation.

JAMES CROUCH



### Louisiana Division of Historic Preservation, Historic Building Recovery Grant Program Officer (2010 - 2011)

James' duties included project management for grantees receiving National Park Service funds for historic buildings damaged by Hurricanes Katrina and Rita, and ensuring that work completed met NPS standards and financial statements were in order. His other duties included determining eligibility for grant funding and mitigation of problem projects, including Section 106 review. In addition, articles outline historic preservation concerns at the program were published by Preservation in Print, and linked to the National Council of State Historic Preservation Officers and the American Institute of Architects websites. This led to invitations to lecture at the Preservation Resource Center.

### Federal Emergency Management Agency, Standing Structure Team Lead (2006 - 2007)

James managed a staff of historic preservation specialists reviewing public assistance and hazard mitigation projects. His duties included assignment and tracking of project review and oversight of all SHPO consultation related to standing structures, as well as individual project work.

### Architectural Historian Servicing NISTAC contract for FEMA (2005 - 2006)

James assisted public assistance project officers on projects in Orleans Parish, attending kick-off meetings and site visits with project officers, giving guidance for NHPA compliance with detailed site visit notes combining technical knowledge and knowledge of local architectural history with an understanding of the programmatic agreement between FEMA and the Louisiana SHPO.

His Section 106 responsibilities included determination of National Register eligibility on numerous properties, writing SHPO and tribal consultation, often in conjunction with FEMA archaeologists. Major applicants assigned were Orleans Parish Justice (police, fire department and criminal sheriff), the Housing Authority of New Orleans (HANO), and the Orleans Levee District, as well as numerous private, non-profit (PNP) applicants.

### Intern Architect (2005 - 2011)

James worked on a variety of preservation projects (both residential and commercial) in the Vieux Carre' Commission and Historic District Landmark Commission jurisdictions, complying with required design guidelines of these agencies.

PAUL BUSTANJI



## Qualification Profile

Paul W. Bustanji is a principal communications engineer with 30 years of experience in communications systems design and product management. He has in-depth knowledge of system operations and maintenance, project management and construction administration. Paul has been deployed in support of multiple disasters response and recovery efforts including Hurricane Irma in Florida where he serves as a Public Assistance Specialist.

Prior to joining Witt O'Brien's, Paul was the principal communications engineer for URS Corporation, an engineering, design, and construction firm and US government contractor. During that time, Paul served as a senior electrical engineer for FEMA disaster recovery efforts in Texas and Louisiana. His deployments included response efforts to Hurricanes Dolly, Ike, Katrina, and Rita, as well as flooding declarations in New York. As a member of the Public Assistance (PA) project specialist teams, Paul provided damage assessment and grant development for city, local and state governments and institutions.

Paul served as the Design, Integration, Communications, Construction and Engineering (DICCE) Communications Manager for the US Department of Energy's National Nuclear Security Administration Second Line of Defense (SLD). He provided core competency review and development guidelines for communications, information technologies, and electrical designs in support of the NNSA's global nuclear material proliferation policy and deployments. He also attended national SLD program review meetings to contribute lessons learned and innovation opportunities to the program.

While Paul was with URS, he worked as a lead communications and information technology project manager, Paul also provided engineering design services to various school districts, universities, healthcare providers, governmental agencies and private sector firms. He was responsible for the execution of tasks related to schematic design, stakeholders' involvement, engineering design and construction documents development to support IT projects.

Paul also owned and operated his own IT and communications engineering consulting firm. Clients across the US, including Mead, Tandy, Brinker International and UPS, hired Paul to assist with the development of geographically dispersed IT clusters and data center facilities that were designed and constructed to support the deployment of managed IT services and business process outsourcing.

Paul also worked for NEC America, Inc., a manufacturer of broadband and local area network equipment. He oversaw the product management staff and the sustaining engineering department. Paul was instrumental in helping Sprint switch to the Multiprotocol Label Switching mechanism, a type of data-carrying service for high-performance telecommunications networks. He also supervised AT&T's adoption of the Asynchronous Transfer Mode concept, a network protocol developed to assist companies in delivering broadband services by unifying telecommunication and computer networks. He

### Areas of Expertise

Disaster recovery, disaster response, Public Assistance, 406 hazard mitigation, project management, staff management, special considerations,

### Registrations and Certifications

FEMA IS-003, IS-010, IS-030.a, IS-100.b, IS-100.HC.b, IS-120.a, IS-130, IS-139, IS-200.b, IS-200.HC.a, IS-208, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-288, IS-292, IS-301, IS-302, IS-324, IS-346, IS-393.1, IS-546.a, IS-547.a, IS-630, IS-632.a, IS-700.a, IS-701.a, IS-800.b, IS-805, IS-808, IS-814, IS-860.c, IS-1900

MB-3 system

FEMA's National Emergency Management Information System (NEMIS)

FEMA's Emergency Management Mission Integrated Environment (EMMIE)

NIMS-compliant

### Education

Associates Degree, Accounting, Pensacola State College

### Year Joined Witt O'Brien's

2009

### Base Location

Fort Lauderdale, FL

## PAUL BUSTANJI



also interfaced with engineering departments in Japan for product design, sustainability and marketing. He participated in the design and implementation of wireless networks for various types of endpoint users, including the New York City Transportation Authority. He supervised the deployment and testing of a fiber optic network in Taunton, Massachusetts for Taunton Municipal Light and Power. The network delivered high-speed internet service to the utility company's residential and commercial customers. He also developed bid responses for various school districts, universities, healthcare providers, governmental agencies and private sector firms.

## Relevant Project Experience

Prior to joining Witt O'Brien's, Paul had the following experience:

### Federal Emergency Management Agency

Paul served several deployments in support of FEMA response and recovery efforts in Louisiana for Hurricanes Katrina and Rita. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions.

Paul deployed in support of FEMA response and recovery efforts for Hurricane Dolly in Texas. He served as a member of the PA project specialist teams and provided damage assessment and grant development for Local and State governments and institutions.

Paul deployed in support of FEMA response and recovery efforts for Hurricane Ike in Texas. He served as a member of the PA project specialist teams and provided damage assessment and grant development for local and state governments and institutions. For nearly two years, Paul assisted the University of Texas Medical Branch at Galveston with efforts to recover from Hurricane Ike. The long-term recovery effort provided Paul with ample opportunity to contribute technical and institutional assistance. He also managed various Public Assistance (PA) and hazard mitigation projects and supervised the budgets of multiple recovery initiatives.



## ERIN BUCHANAN, CFM



### Qualification Profile

Erin Buchanan, CFM, has more than 14 years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin is a graduate of FEMA's Professional Development Series and is a Certified Floodplain Manager (CFM).

Erin has provided her mitigation planning expertise to a wide range of clients, from states to local governments to universities. Erin is skilled at helping communities connect hazard mitigation planning to project and application development, and with ensuring that communities understand and own their plans. She is proficient in project planning, client coordination, and timeline management. Erin also has experience with Threat Hazard Identification and Risk Assessment (THIRA) development.

Erin is skilled in the development of mitigation projects as well as funding strategies. Erin developed financial management tracking tools that managed over \$2.7 billion in federal funds, including over 400 individual projects. Erin advised the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) on all disaster funding allocations as well as all cost overrun requests on an individual project basis.

Prior to joining Witt O'Brien's, Erin performed disaster recovery consulting work for Buchanan Mitigation Consulting, LLC, serving Witt O'Brien's contracts. Erin previously worked as a Disaster Assistance Employee (DAE) for FEMA Region IV, responsible for providing support and technical guidance to State and Local governments during the development and implementation of the hazard mitigation program and projects. Erin was also a coordinator for FEMA's Community Education and Outreach group, where she assisted in the development of the mitigation community education and outreach strategy and managed outreach and education activities.

### Relevant Project Experience

#### Toms River, New Jersey Flood Mitigation Assistance (2017- present)

Erin serves as a mitigation specialist responsible for the development of the Toms River, NJ Flood Mitigation Assistance Elevation project. This was the first time the Township participated in a FEMA mitigation program. Erin assisted the township with mitigation education and outreach for the

#### Areas of Expertise

Disaster recovery, hazard mitigation, project management, grants management, grant closeout, emergency management, hazard mitigation planning, THIRA, financial data management, data management, document management, training

#### Registrations and Certifications

FEMA IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-22, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-318, IS-324, IS-362.a, IS-393, IS-394, IS-395, IS-546, IS-547, IS-630, IS-632, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870

#### FEMA Classroom Training:

DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701

FEMA's National Emergency Management Information System (NEMIS)

FEMA Professional Development Series Certificate

Certified Floodplain Manager (CFM), The Association of State Floodplain Managers

CDBG Basics: Training for Practitioners - May 2015

#### Education

Bachelor of Arts, International Affairs, Marshall University

#### Year Joined Witt O'Brien's

2010

## ERIN BUCHANAN, CFM



community as well as assisted the Township with establishing processes, ranking criteria, property owner coordination, application development, and NJOEM / FEMA coordination. The elevation project was submitted under the FY17 grant cycle and is currently under FEMA review.

### Savannah, Georgia (2017- present)

Erin serves as a mitigation specialist responsible for the development of the City of Savannah, GA generator project, which was submitted for HMGP funding under Hurricane Matthew. The project is currently under FEMA review.

### Fernandina Beach, FL (2017- present)

Erin serves as a mitigation specialist responsible for the development of the City of Fernandina Beach, FL drainage project. Erin was responsible for application development and provided programmatic guidance to the City. The project is currently under FEMA review.

### University of Texas Medical Branch (UTMB), Galveston, TX (2017- present)

Erin serves as the University's programmatic expert regarding hazard mitigation programs, and is responsible for grant management, as well as, advising UTMB leadership, staff, and contractors. UTMB projects are currently in various stages of implementation and project closeout.

### Virginia Department of Emergency Management (2017-2018)

Erin served as the Project Manager and Senior Mitigation Planner responsible for the update of the plan as well as bringing the plan to enhanced status. The plan documented the Commonwealth's ability to implement and manage hazard mitigation grant funds and programs, thereby returning enhanced plan status to the Commonwealth, and documented the ways in which changes in climate are impacting or may exacerbate natural hazards that impact the Commonwealth. Additionally, the final plan enabled the Commonwealth to document a portion of the required standards for reaccreditation under the Emergency Management Accreditation Program (EMAP). In addition to planning work, Erin was responsible for contract management and client reporting.

### Ward County, North Dakota (2017-2018)

Erin served as the Project Manager responsible for the update of the hazard mitigation plan, which included 13 jurisdictions. Erin was also responsible for contract management and client reporting.

### Fairfax County, Virginia (2016)

As a Senior Mitigation Planner, Erin worked with the Northern Virginia Counties of Arlington, Fairfax, Loudoun, and Prince William, the Cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park, and the Towns of Clifton, Dumfries, Haymarket, Herndon, Leesburg, Lovettsville, Middleburg, Purcellville, Occoquan, Round Hill, and Vienna to update the Hazard Identification and Risk Assessment (HIRA) for the *Northern Virginia Hazard Mitigation Plan*. Erin provided technical assistance, document and data management, research, and QA/QC for this multi-jurisdictional hazard mitigation plan.

### The University of Minnesota (2015-2016)

As a Senior Mitigation Planner, Erin worked closely with the five campuses of the University of Minnesota to collect data and documents necessary to create the University's inaugural hazard mitigation plan and updated their existing threat/hazard identification and risk assessment (THIRA). Erin



ERIN BUCHANAN, CFM



was responsible for documenting the development process for the plans, for managing data and documents provided by the participating campuses and departments, for researching information for the plans, and for formatting / updating the plan documents. She worked closely with both the Client and the representatives involved in the plan development / update process, and provided technical assistance at each stage of plan and document development / update, including in the development of the mitigation strategy for each campus and the public participation process. Erin also worked with GIS staff to ensure that all map products created for the plan were accurate and correctly reflected conditions, assets, and data sources.

### Louisiana Governor's Office of Homeland Security and Emergency Preparedness (2007-2016)

Erin served as a Hazard Mitigation Specialist supporting GOHSEP during the rebuilding efforts from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. She assisted in the development and implementation of strategic plans for mitigation programs. Erin provided expert guidance regarding mitigation, assisted in identifying and developing HMGP projects and applications, ensured guidance and legislative criteria were met, performed QA/QC reviews, assisted with problem resolution, developed cost analysis, assisted in training GOHSEP staff and local sub-recipients, and developed funding strategies and financial management tracking tools that managed over \$2.3B in federal funds.

Erin assisted GOHSEP with the development of the State of Louisiana Hazard Mitigation Plan Update in 2011. She provided information and documentation to support the plan update, and reviewed portions of the document related to her areas of expertise.

Erin also provided technical assistance to Parishes and Towns in Louisiana during the development of their local hazard mitigation plans, including the Parishes of Caldwell, Concordia, Lafayette, Lincoln, Morehouse, Point Coupee, Tensas, Union, and Washington, as well as the Town of Sterlington. In addition, she provided technical assistance to the University of Louisiana-Lafayette.

### The University of Texas Medical Branch at Galveston (2015-2016)

Erin worked as a Mitigation Planner for this project, and was responsible for the QA/QC of updated plan documents for The University of Texas Medical Branch at Galveston Disaster Resistant University Hazard Mitigation Plan.

### The City of Galveston, Texas (2015-2016)

In her role as a Mitigation Planner, Erin worked with the City of Galveston, Texas to update their hazard mitigation plan. She was responsible for documenting the plan update process, data and document management, research, and QA/QC of the updated plan documents.

### Auburn University (2016)

Erin was responsible for the QA/QC of plan documents for the *Auburn University Disaster Resistant University Hazard Mitigation Plan*, which included a preliminary Business Impact Assessment (BIA) for multiple departments at the University.

ERIN BUCHANAN, CFM



### Jefferson County, Arkansas (2016-2017)

Erin worked as a Mitigation Planner for this project and was responsible for the QA/QC of updated plan documents for *The Jefferson County, Arkansas Multi-Jurisdictional Hazard Mitigation Plan*.

Prior to joining Witt O'Brien's, Erin had the following experience:

### Federal Emergency Management Agency (2004-2007)

Erin was previously a Hazard Mitigation Grant Program (HMGP) Specialist and Disaster Assistance Employee (DAE) for FEMA Region IV, responsible for providing support and technical guidance to state and local governments during the development and implementation of the hazard mitigation program and projects. Erin was also a coordinator for the Community Education and Outreach group. She assisted in the development of the mitigation community education and outreach strategy and managed outreach and education activities.

ASHLEY HEBERT, E.I.T., CFM



## Qualification Profile

Ashley Hebert has extensive FEMA training and experience in both Public Assistance and Hazard Mitigation. Over the last ten (10) years, he had worked as a FEMA Core Employee in positions ranging from Project Officer 2 to Lead Hazard Mitigation Grant Program Specialist. During his tenure with FEMA, he has served the State of Louisiana as a point of contact for project technical assistance. In 2013, he transferred into a contractor position and served the State of New York as a Lead preparing Benefit Cost Analysis for projects. He has worked five disasters, including the catastrophic Hurricanes Katrina, Rita, and Sandy. As a team lead, he worked with applicants, FEMA and state officials and was very familiar with the details and documentation of these operations. It was his responsibility to assist the applicant's project formulation and staying within FEMA eligibility guidelines.

In addition to his experience with FEMA Public Assistance and Hazard Mitigation operations, he is a Mechanical Engineer, a Certified Flood Plain Manager and a Federal Track Certified Grant Manager. As a Certified Flood Plain Manager, he can analyze hydrological and hydraulic reports to help determine potential negative flow impacts on flood basins and flood plains. He has worked with the NEPA 8 step process on project reviews throughout his time with FEMA.

Over his many years of disaster experience, he has gained knowledge of the SRIA Legislation, PAAP program and many other guidance documents. He has been responsible for managing over

\$750 million in projects from cost estimates to completion. He has developed project worksheet Scopes of Work and damage descriptions. He has regularly evaluated projects for eligibility within federal guidelines.

## Relevant Project Experience

### Cost Analysis Specialist, The Sulzer Group, September 2016 - Present

100 Projects - Cost Reasonable Analysis (Cost Estimator)

#### Sulzer Group, Incorporated

GOHSEP Contractor - PA Closeout: Cost Reasonableness Analysis. Cost Estimator for PA Closeout. Review Invoices and produce estimates for PA projects that did not follow the proper procurement process for all project over \$10,000.00.

### Cost Analysis Specialist, Bryant Hammett & Associates, LLC, April 2016 – September 2016

GOHSEP Contractor - PA Closeout: Cost Reasonableness Analysis. Cost Estimator for PA Closeout. Review Invoices and produce estimates for PA projects that did not follow the proper procurement process for all project over \$10,000.00.

ASHLEY HEBERT, E.I.T., CFM



### Mechanical Engineering Technical Assistance, Turnkey Disaster Management LLC, January 2016 – April 2016

FEMA PA, Hurricane Sandy: PW support and project versions. Supplied technical assistance for mechanical equipment and reviewed PW versions for reasonableness. Reviewed mechanical equipment PW's (i.e. waste water treatment plants).

### Cost Analysis Specialist, Gregory C. Rigamer, Incorporated (GCR, Inc.), September 2015 – January 2016

GOHSEP Contractor - PA Closeout: Performed Quality Assurance and Quality Control for the Geospatial Information System database for the New Orleans levee breach class action lawsuit. He also conducted cost estimating for Large Public Assistance projects for both Hurricanes Katrina and Rita.

### Benefit Cost Analysis Project Consultant, Shread-Kuyrkendall and Associates, January 2015 – July 2015

Conducted a full data Benefit Cost Analysis (BCA) using flood studies for Large Flood Mitigation Projects (400+ homes) in St. Bernard and Plaquemines Parishes.

### Quality Assurance/Quality Control (New York Rising Project), NOVA Catastrophe Services December 2013 – December 2014

Mr. Hebert conducted review of Xactimate estimates completed for the New York Rising program. Reviewed cost estimates for repair and drawings for homes affected by Hurricane Sandy. In quality checks, added items as needed that were over-looked by the initial inspectors to help the homeowners completely repair their homes.

### Cost Benefit Team Lead, Innovative Emergency Management (IEM), October 2013 – December 2013

Analyzed data for program analysis, reviewed HMGP projects for cost effectiveness, managed a team of five individuals, and provided training to other teams for BCA preparation. In this position, he reviewed costs related to projects and provided guidance to applicants to inform them of their options available to collect information for cost effective projects.

### HMGP Cost Benefit Specialist/Lead Hazard Mitigation Grant Program Specialist/Technical Specialist/Project Officer, Department of Homeland Security Federal Emergency Management Agency (FEMA), October 2005 - October 2013

#### **HMGP Cost Benefit Specialist with the Hazard Mitigation Grant Program**

Was responsible for the Benefit Cost (BC) review for most of the new DR 1603 (Katrina) allocation totaling \$390 million dollars released November 14, 2011. He developed and implemented ongoing Mitigation Program changes as necessary to adapt and improve processes. Responsible for providing advice and guidance to FEMA Louisiana Recovery Office team members and to State and Local partners on Benefit Cost (BCA) concerning the 404 Hazard Mitigation Grant Program. He was responsible for the review of projects, as needed, for engineering feasibility and reviewed projects for Phase 1 and II deliverables.

ASHLEY HEBERT, E.I.T., CFM



**Lead Hazard Mitigation Grant Program Specialist**

Member of the "Strike Team" in Baton Rouge evaluated and made determinations on 1786-1792 (Hurricanes Gustav and Ike) projects so that they could move forward. Reviewed Scope of Work and Master Budgets for cost eligibility and feasibility and made recommendations for approval or denial, made site visits to institutions representing DHS/FEMA. Utilized numerical methods for use in BCA Modules and Excel. During his tenure in Mitigation with FEMA, he calculated in excess of \$455 million in benefits, which enabled more than \$196 million in approved FEMA HMGP projects. He served as the Technical Expert for the BCA section and trained other team members on innovative ways to gain project benefits. In doing this, he implemented techniques to utilize the Full Data Module for computing benefits for Drainage Projects. Reviewed projects for engineering feasibility for wind retrofits, drainage, elevations and acquisitions and provided technical assistance to multiple State and Parish officials to aid them in preparing a Benefit Cost Analysis Report.

**Technical Specialist and Project Officer - Public Assistance Program**

Served as the Mechanical Systems and Equipment Specialist, performed cost estimates for various Mechanical Equipment in buildings (i.e. HVAC Systems, Elevators, Boilers, Etc.), determined engineering feasibility of projects, assessed damages, inventoried needs, wrote project worksheets, and maintained case management files. Assisted applicants with project scoping, formulation, and other programmatic and special considerations, and that applicants followed the laws and financial terms for federal grants. Provided guidance on the National Flood Insurance Program and other federal programs available to applicants, identified mitigation measures and other tools/resources to aid in rebuilding communities.

**Applicant Assistant Specialist (Individual Assistance Program)**

Served disaster victims in applying for the Individual Assistance and Households program. Identified opportunities for assistance on a situational basis. Directed disaster victims to additional services to include crisis counseling, disaster unemployment assistance, legal services, and special tax considerations

**Engineer, Scientific International, Incorporated, June 2003 – September 2003 and June 2004 – October 2005**

In this position, designed, built, repaired, modified, and tested oil-field tools that re-faced drill pipe connections, supported deployment to the field, testing and trouble-shooting of equipment when necessary, and through engineering calculations and design, implemented a method for dynamically balancing tools to remove the vibration problems that were causing damage to the equipment.

## Appendix B – Proposed Contract Exceptions

Please see Witt O'Brien's proposed contract exceptions in the redlined version of the City's PSA attached below.

### Exceptions to RFP Document Section

#### 1.12 Contract Termination

*We request 10 days notice with opportunity to cure prior to termination for breach.*

*We agree to damages for termination for breach to be the cost of obtaining new work and the difference in cost of performance, no more.*

#### 5.0 INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 5.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and ~~To the extent~~ caused ~~in whole or in part~~ by any willful, intentional, reckless, or negligent act of Contractor any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Contractor, any sub-consultant, any person or organization directly ~~or indirectly~~ employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount ~~or type of damages, compensation, or benefits~~ payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law. ~~Neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages arising from the performance of this contract.~~

For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts, ~~except that neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages arising from the performance of this contract.~~

- 5.2 The indemnification and hold harmless provision shall include, but not be





limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice, **so long as the attorney or law firm is pre-approved by CONTRACTOR**, in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. **Attorney's fees and cost of any party that a court orders the CITY to pay, incurred due to an indemnifiable act of Contractor under this Agreement.**
- d. ~~Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:~~
  - ~~• For the Mayor or City Commissioner: \_\_\_\_\_ \$300.00 per hour~~
  - ~~• For the City Manager: \_\_\_\_\_ \$250.00 per hour~~
  - ~~• For an Assistant City Manager or Department Director: \$250.00 per hour~~
  - ~~• For an Assistant Department Director: \_\_\_\_\_ \$100.00 per hour~~
  - ~~• For City Attorney or Assistant City Attorney: \_\_\_\_\_ Prevailing market rates~~
  - ~~• For other employees: \_\_\_\_\_ \$50.00 per hour~~
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. ~~Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and~~
- g. Any other direct or indirect expense that CITY would not have incurred but for , **incurred due to an indemnifiable act of Contractor under this Agreement** that arises out of this agreement.

5.3 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.4 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such



provisions contained within the RFP documents.

## 5.5 INSURANCE REQUIREMENTS Insurance requirement will be as stated in the PSA

### **Exceptions to Professional Services Agreement**

RFP 2019-008

Disaster Debris Monitoring Services (Additional Levels of Service)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Coral Gables (hereinafter called the City"), and \_\_\_\_\_  
"Professional").  
(SECONDARY/TERTIARY), (hereinafter called the

### **RECITALS**

**WHEREAS**, the City desires to enter into an agreement with the Professional to provide Disaster Debris Monitoring Services ("Services"); and

**WHEREAS**, the City having investigated the qualifications of the Professional to perform the Services herein contemplated and found those qualifications satisfactory; and

**WHEREAS**, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

**WHEREAS**, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for the provision of Disaster Debris Monitoring Services, pursuant to RFP 2019-008.

### **I. GENERAL PROVISIONS**

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the Services in accordance with the requirements stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The term of this Agreement (the "Professional Period")





shall commence upon the execution date and shall thereafter run conterminously with the term of the agreement entered into pursuant to RFP 2018-001 for Disaster Debris Monitoring Services, effective May 23, 2018 for a three (3) year period, expiring on May 22, 2021, with the option to renew for two (2) additional two (2) year periods ("Primary Agreement") To be clear, the initial term of this Agreement shall not extend beyond the initial term of the Primary Agreement.

1.2.1 The Professional Period may be extended as indicated in paragraph 1.2 upon mutual agreement between the City (through the City Manager) and the Professional subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award" or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Services – Exhibit A
- b) Compensation – Exhibit B
- c) City Resolution and applicable Code provisions - Exhibit C
- d) City Request for Proposal ("RFP") 2019-008 – Exhibit D
- e) Professional's Response to RFP – Exhibit E
- f) Insurance Certificates – Exhibit F
- g) Sample Notice to Proceed (NTP) – Exhibit G
- h) 2 C.F.R. s. 200.317 – s. 200.326 – Exhibit H
- i) Professionals' Pre-Hurricane Season Checklist – Exhibit I
- j) Main Points of Contact – Exhibit J

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) or Purchase Order (PO) to the Professional from the Public Works Director/Designee (herein referred to as the "Contract Administrator") establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

#### 1.4.1 Deliverables (Prior to Hurricane Season)

Annually, the Professional shall:

- a) by no later than April 1st of each year, but in any event prior to the start of hurricane season, and at no cost to the City, meet with City personnel to discuss disaster planning and preparations.
- b) submit to the City for review and approval a mobilization plan outlining timeframes, tasks, and deliverables.



- c) request from the City the information outlined in the Pre-Hurricane Season Checklist, attached hereto as Exhibit I
- d) provide updated contact information for the Project Management Team, as defined in Exhibit A of the Agreement. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Professional shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member.
  - i. A replacement of any team member on the Project Management Team is subject to the approval of the City. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.
  - ii. The Professional and City's main points of contact are outlined in Exhibit J of this Agreement.

1.5 Background Investigation. The Professional agrees that all employees of the Professional may be subject to an annual Level 2 background investigation.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Contract Administrator.

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing Services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

Additionally, Professional agrees that in accordance with the Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) that by entering into a contract exceeding \$100,000 involving federal funding, it must comply with all Federal Drug Free Workplace requirements in accordance with the Act.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Contract Administrator.

~~1.9 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.~~

*This is not applicable per addendum 1*



1.10 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing Services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations. The Professional further agrees that it will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by FEMA or is considered sensitive consistent with applicable Federal, state, and/or local laws regarding privacy and obligations of confidentiality. *We request this clause be made applicable to both parties.*

~~1.11 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.~~

## II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.4 of the Agreement.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Contract Administrator for review. In addition, the Professional shall submit a monthly report to the Contract Administrator, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

## III. COMPENSATION

3.1 Basic Compensation. In full consideration of the Services of the Professional hereunder, the Professional shall be paid in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City reserves the right to contract with the Professional for additional services, not originally outlined in Exhibit A. Additional services shall be compensated at rates stipulated in Exhibit B. Reimbursement for equipment, material and for subcontracted services not stipulated in Exhibit B shall be included in the formal written proposal for additional services and will be considered on a case-by-case basis. If applicable, the additional services shall be added to the agreement via a mutually signed Amendment. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City, State, and Federal regulations.

~~3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement.~~

~~All additional requested expenses must be pre-approved through the Contract Administrator.~~ *See expense clause included with the provided rates.*



3.3 **Not to Exceed.** The maximum contract sum payable by the City to Professional for Services performed under this Contract shall not exceed the dollar amount stipulated in the Notice to Proceed (NTP) or Purchase Order (PO). The not-to- exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP/PO will be amended accordingly in writing by the City (through the Contract Administrator). If Professional continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

#### IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional , any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 **Agency.** Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 **Indemnification and Hold Harmless.** To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, ~~indirect, or consequential~~ (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work ~~and to the extent~~ caused ~~in whole or in part~~ by either (i) any willful, intentional, reckless, or negligent act or omission of Professional , any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable ~~in connection with the performance of this agreement~~, regardless of whether or not it is





caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or ~~(ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees.~~ The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.5.1 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law. **Except that neither party shall be liable for, and each party expressly waives and releases the other party from, and against, any and all consequential, indirect, punitive, or special damages arising from the performance of this contract.**

## V. INSURANCE

Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City **except for the Professional Liability Insurance Policy.**

5.1 . Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables Insurance Compliance  
P.O. Box 100085 – CE Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than



\$1,000,000 per per ~~claim occurrence~~ with a ~~self-insured retention deductible~~ per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non- contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. ~~Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).~~

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. Except for Worker's Compensation and Professional Liability, the City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non- renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for



strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

## **VI. SOVEREIGN IMMUNITY**

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

## **VII. STANDARD OF CARE**

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

7.3 The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is employed by the PROFESSIONAL. Throughout the term of the agreement, the City reserves the right to approve/reject the re-designation of any of the PROFESSIONAL's staff assigned to the City.

## **VIII. NON-DISCRIMINATION**

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities



Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

8.4 (As per Executive Order 11246) The Professional may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Professional agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action 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.

8.5 **Davis-Bacon Act:** If applicable to this contract, the Professional agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). All Professionals are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Professional must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

## **IX. CONFLICT OF INTEREST**

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

## **X. CONFIDENTIALITY**

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

## **XI. OWNERSHIP OF DOCUMENTS**

11.1 Any and all documents, records, disks, or other information shall become the property





of the City for its use and/or distribution as may be deemed appropriate by the City.

## **XII. TRUTH-IN-NEGOTIATION CERTIFICATE**

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## **XIII. NOTICE**

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager  
City of Coral Gables 405 Biltmore Way  
Coral Gables, FL 33134 cc: City Attorney

Notice as to the Professional shall be to:

## **XIV. DEFAULT AND TERMINATION**

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City.

In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, the City may immediately terminate the Agreement, if after notifying the Professional in writing, the Professional does not correct the deficiencies to the satisfaction of the City within seventy-two (72) hours of such notice. Such notice shall provide reasonable specificity to the Professional of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Professional shall, upon demand, promptly reimburse the City for **any and all reasonable and necessary** costs and expenses incurred by the City in correcting the deficiency.

*We request 10 days notice with opportunity to cure prior to termination for breach.*



If the City terminates the Agreement, the City shall notify the Professional of such termination in writing, with instruction to the effective date of termination or specify the state of work at which the Agreement is to be terminated. Upon receipt of a final termination or suspension notice, Professional shall proceed promptly to carry out the actions required in such notice.

*We agree to damages for termination for breach to be the cost of obtaining new work and the difference in cost of performance, no more.*

~~The Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience.~~ In no event shall ~~the City either party~~ be liable ~~to Professional~~ for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement ~~or insolvency~~ after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

~~Notwithstanding the foregoing, the Client acknowledges that in the course of its performance under the Agreement the Consultant may use products, materials and methodologies previously developed and proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement, if any, executed by the parties.~~

## **XV. UNCONTROLLABLE FORCES**

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this

Agreement.

## **XVI. MODIFICATION**

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties. In order to be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, or change order must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications.

## **XVII. ASSIGNMENT AND SUBCONTRACTING**

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

## **XVIII. AUDITS**

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.



18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

#### **XIX. AVAILABILITY OF FUNDS**

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission. **However, this section shall not be interpreted to eliminate City's obligation to pay for Services requested by City and performed by Professional prior to notice of termination.**

#### **XX. COMPLIANCE WITH LAWS**

20.1 In performance of the Services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the Services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

#### **20.3 Clean Air Act.**

a. The Professional 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 Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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



#### 20.4 Federal Water Pollution Control Act.

a. The Professional 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 Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

20.5 Federal Suspension and Debarment. 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 Professional is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Professional 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.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional 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 the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Professional 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 Professional further agrees to include a provision requiring such compliance in its lower tier covered transactions."

20.6 Byrd Anti-Lobbying Amendment. Professionals 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.

20.7 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including those set forth in Exhibit G.





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

20.9 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS The Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

20.10 Energy Policy and Conservation Act (43 U.S.C. §6201) The Professional shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

## **XXI. FEDERAL AND STATE TAXES**

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

## **XXII. SUCCESSORS AND ASSIGNS**

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

## **XXIII. CONTINGENT FEES**

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **XXIV. ENTIRETY OF AGREEMENT**

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts,



proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

#### **XXV. COUNTERPARTS**

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

#### **XXVI. WAIVER**

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **XXVII. SEVERABILITY, SURVIVAL**

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

#### **XXVIII. GOVERNING LAW AND VENUE**

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **XXIX. TIME IS OF THE ESSENCE**

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

#### **XXX. WAIVER OF TRIAL BY JURY**

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO



RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

**XXXI. FLORIDA PUBLIC RECORDS LAW  
FLORIDA STATUTES CHAPTER 119, *et seq.***

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, [cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.**

**XXXII. ACCESS TO WORKSITE**

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

**XXXIII. DHS SEAL, LOGO, AND FLAGS**

33.1 The Professional shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**XXXIV. NO OBLIGATION BY FEDERAL GOVERNMENT**

34.1 The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.

**XXXV. WAIVER OF CONSEQUENTIAL DAMAGES**

35.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any





work not performed by Professional.  
*We request this clause be made reciprocal.*

#### **XXXVI. PROCUREMENT OF RECOVERED MATERIALS**

36.1 Professional must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **XXXVII. HEADINGS**

37.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

#### **REMAINDER PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

\_\_\_\_\_  
 David J. Ruiz  
 Risk Management Division

Approved by Department Head  
 or head of negotiations team as to  
 the negotiated business terms

\_\_\_\_\_  
 Hermes Diaz, P.E.  
 Interim Director, Public Works

Approved as to compliance with

AS TO CITY:

\_\_\_\_\_  
 Peter J. Iglesias, P.E.  
 City Manager

Eduardo Santamaria, P.E.  
 Assistant City Manager

ATTEST:

\_\_\_\_\_  
 Billy Y. Urquia  
 City Clerk



Applicable Procurement Requirements:  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Celeste S. Walker  
Assistant Finance Director for Procurement  
City Attorney

APPROVED AS TO FORM AND

\_\_\_\_\_  
Miriam Soler Ramos, Esq.

Approved as to Funds Appropriation:

\_\_\_\_\_  
Diana M. Gomez,  
Finance Director

-----  
ATTEST:

AS TO PROFESSIONAL

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
President

Print Name: \_\_\_\_\_ (SEAL)

(OR) WITNESSES (2):

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## Appendix C – Certificate of Good Standing

Please see the following page for Witt O'Brien's' Certificate of Good Standing issued by the State of Florida Department of State.

# *State of Florida*

## *Department of State*

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018, that its most recent annual report was filed on April 11, 2018, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of February,  
2019*



*Ronald R. DeSantis*  
Secretary of State

Tracking Number: 8637071846CU

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

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

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT F  
INSURANCE CERTIFICATES**



SEACHOL-01

GABLEM

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 09/30/2019

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

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

**PRODUCER**  
 Marsh USA, Inc.  
 5847 San Felipe St.  
 Suite 2800  
 Houston, TX 77057

**CONTACT** Makenze Gable

**NAME:**

**PHONE**  
 (A/C, No, Ext):

**FAX**  
 (A/C, No):

**E-MAIL ADDRESS:** makenze.gable@iltus.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Starr Indemnity & Liability Company

38318

**INSURER B:** Liberty Mutual Insurance Company

23043

**INSURER C:** Lloyd's Syndicate 623

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
 Witt O'Brien's, LLC  
 O'Brien's Response Management, LLC  
 1201 15th Street NW, Suite 600  
 Washington, DC 20005

## COVERAGES

## CERTIFICATE NUMBER:

## 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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			JLT57110	06/01/2019	06/01/2020	
							EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 100,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN L AGGREGATE LIMIT AP PLIES PER						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			1000198884191	09/30/2019	10/01/2020	
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			JLT57110	06/01/2019	06/01/2020	
	<input type="checkbox"/> OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CED RETENTION \$						AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000003889	09/30/2019	10/01/2020	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000
							E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Cont Poll/Prof Liab			W24AC0190401	10/01/2019	10/01/2020	Limit \$ 1,000,000

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

Subject always to policy terms, conditions and exclusions, City of Coral Gables is named as Additional Insured with respects to the General Liability, Auto Liability and Excess Liability Policies but only to the extent of risks and liabilities assumed by the Insured in a signed written contract. Waiver of subrogation is in favor of the certificate holder respects General Liability, Auto Liability, Excess Liability and Workers' Compensation policies when required by written contract subject to the policies terms and conditions and as permitted by law.

## CERTIFICATE HOLDER

City of Coral Gables  
 Risk Management Division  
 2801 Salzedo Street  
 2nd Floor  
 Coral Gables, FL 33134

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 Marsh USA Inc.

**Certificate of Liability Insurance Attachment**

Policy No. JLT57110

Full Security Details

Section A - Marine General Liability	
Starr Indemnity and Liability Company	100.0000%

Section B - Excess Liability	
Liberty Mutual Insurance Company (Lead Underwriter)	50.0000%
New York Marine & General Insurance Co.	25.0000%
Stratford Insurance Company	25.0000%
<b>Total for Section B</b>	<b>100.0000%</b>

Section C - Excess Liability	
Starr Indemnity and Liability Company (Lead Underwriter)	37.5000%
Liberty Mutual Insurance Company	37.5000%
New York Marine & General Insurance Co.	25.0000%
<b>Total for Section C</b>	<b>100.0000%</b>

OFFICE OF LABOR RELATIONS  
&  
RISK MANAGEMENT  
RECEIVED  
OCT 08 2019



Marsh JLT Specialty  
5847 San Felipe St., Ste 2800  
Houston, TX 77057  
713-325-7598  
www.marsh.com

**RE: Certificates of Insurance**

Dear Certificate Holder,

Going forward, we would be pleased to send you this evidence electronically. Please forward the attached certificate of insurance to the address noted below and provide the email address to which future certificates should be sent:

- Jennifer.Jolly@marsh.com

Best Regards,

The Marsh JLT Specialty Team

OFFICE OF LABOR RELATIONS  
&  
RISK MANAGEMENT  
RECEIVED  
OCT 08 2019



**From:** druiz@coralgables.com  
**To:** cityofcoralgables cityofcoralgables@Ebix.com  
**CC:**  
**Subject:** Witt O'briens  
**Date:** 10/8/2019 11:13:38 AM  
**Attachment(s):**

-----Original Message----- From: tv-adm@coralgables.com Sent: Tuesday, October 08, 2019 2:05 PM To: Ruiz, David Subject: Xerox Scan Please open the scanned attachment Number of Images: 6 Attachment File Type: PDF Device Name: VersaLink C7030 Device Location:

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT G  
SAMPLE NOTICE TO PROCEED (NTP)**

**DISASTER DEBRIS MONITORING SERVICES**

Notice to Proceed (NTP) No. \_\_\_\_\_

This Notice to Proceed (NTP) is issued between the City of Coral Gables and (PROFESSIONAL) as required pursuant to the Professional Services Agreement for Disaster Debris Monitoring Services (Additional Levels of Service) (RFP 2019-008).

This Task Authorization provides for services in accordance with Exhibit "A" of the Agreement and further detailed in the Scope of Work below.

The not-to-exceed amount for this NTP is \$\_\_\_\_\_ ; exceeding this amount is at the Professional's risk (in accordance with 2 CFR §200.318 (j)).

Time is of the essence and work for this Task Authorization must be completed prior to \_\_\_\_\_.

SCOPE OF WORK:

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**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT H**

**2 C.F.R. s. 200.317 – s.200.326**

## ELECTRONIC CODE OF FEDERAL REGULATIONS

**e-CFR data is current as of January 21, 2020**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart D](#) → Subject Group

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart D—Post Federal Award Requirements](#)

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### PROCUREMENT STANDARDS

#### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

#### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified

competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT I  
PROFESSIONAL'S PRE-HURRICANE SEASON CHECKLIST**



### **Documentation for Debris Project**

☐ **Client Contact Info**

- Name
- Phone
- Address
- Email

☐ **Documentation**

- NTP – Notice to Proceed
- PO – Purchase Order
- Disposal Site Locations and Permits
- GIS shape files w/ roads and zones (public and private)
- Hauling Contract(s) w/ rates

☐ **Financials**

- Monitoring invoice submittal contact personnel
- Hauling invoice submittal contact personnel

☐ **Operations**

- Daily Situational Reports submittal contact personnel
- Client meeting preferences (daily, weekly, bi-weekly)

- Debris removal from Private Property: Provide copy of request or submittal for PPDR debris removal.
- Residential Information: Does client want to authorize a residential drop-site for debris? If so, has a location been determined?
- Debris Management Sites and Disposal Locations: Will debris will be reduced, disposed or hauled to a recycler?
- Monitoring of Debris Operations at DMS/TMDS: Who will monitor at pick up sites, Debris Management Sites / Temporary Debris Storage and Reduction Sites, and final disposal?

**PROFESSIONAL SERVICES AGREEMENT # RFP 2019-008B**

**DISASTER DEBRIS MONITORING SERVICES (ADDITIONAL LEVELS OF SERVICE)**

**EXHIBIT J  
MAIN POINTS OF CONTACT**

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