

orig-39

ORDINANCE NO. 2015-10

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR DISASTER RECOVERY MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND WITT O'BRIEN'S LLC, PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. That an Agreement for Disaster Recovery Management Services between the City of Pompano Beach and Witt O'Brien's LLC, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 10th day of November, 2014.

PASSED SECOND READING this 9th day of December, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
10/23/14
L:ord/2015-59

AGREEMENT FOR DISASTER RECOVERY MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the "City") and **WITT O'BRIEN'S LLC**, (the "CONSULTANT").

WHEREAS, the City issued its Request for Proposals for Disaster Recovery Management Services, No. RFP #E-67-14 (the "RFP") to solicit proposals to serve as the City's Disaster Recovery Manager Consultant; and

WHEREAS, the Consultant responded to the RFP by submitting its proposal dated September 4, 2014 ("Proposal") which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Consultant will provide Disaster Recovery Management services, under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Consultant related to the services to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) City's Request for Proposals, *Disaster Recovery Management Services – E-67-14* (the "RFP"), included as **Attachment C** and (4) Consultant's Bid Response (the "Proposal"), included as **Attachment D**.

2. Disaster Recovery Management Services. Consultant may be requested by City to provide the services described in the RFP as outlined at **Attachment A**, to encompass oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the "Services"). The City acknowledges that the Consultant shall use reasonable care in performing its obligations under this Agreement.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Consultant's services not set forth in the Proposal, or in the event that the Consultant, in the normal course of its business, develops specific services agreement in the future for Disaster Recovery Management Services requested by the City in addition to those covered by the RFP and Proposal, the Consultant will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement, with said amendment subject to approval by the City Commission.

4. Compensation.

4.1 Consultant's detailed fee and rate structure is included as **Attachment B** and will be in effect for the entire period of this Agreement, inclusive of any mutually agreed upon renewal periods. The Consultant shall prepare periodic billings for services rendered. The billing will reflect the amount due for services performed by the Consultant in addition to a detailed line item description of services for which the billing relates. The Fees shall be the sole compensation paid to the Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

4.2 City will pay the Consultant in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to: City of Pompano Beach Fire Administration, 100 W. Atlantic Blvd., Pompano Beach, FL., 33060, Room 220, Attention: Emergency Manager. A copy of the invoice should also be forwarded to the City's Finance Department at 100 W. Atlantic Blvd., Pompano Beach, FL

33060, Room 480. Invoices shall show the nature of the service, dates of service and name of disaster for which services provided relate.

4.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Consultant of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the last date executed by the parties and shall continue for a term of five (5) years.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Consultant in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

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

8. AUDIT AND INSPECTION OF RECORDS. To the extent permitted by applicable law, the Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant specifically and directly related to the services rendered under or pursuant to this Agreement by the Consultant to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Consultant further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

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

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

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: *MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE*

* Policy to be written on a claims incurred basis

XX	comprehensive form	
XX	premises - operations	bodily injury
—	explosion & collapse	
—	hazard	property damage
—	underground hazard	
—	products/completed	
	operations hazard	bodily injury and
XX	contractual insurance	property damage
XX	broad form property	combined
	damage	
XX	independent contractors	
XX	personal injury	personal injury

AUTOMOBILE LIABILITY: *MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE*

		bodily injury
		(each person)
		bodily injury
XX	comprehensive form	(each accident)
XX	owned	property damage
XX	hired	bodily injury and
XX	non-owned	property damage
		combined

REAL & PERSONAL PROPERTY

—	comprehensive form	Consultant must show proof they have this coverage.
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EXCESS LIABILITY

—	umbrella form	bodily injury and		
		property damage		
—	other than umbrella	combined	\$2,000,000.	\$2,000,000.

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

The certification or proof of insurance must contain a provision for notification to the City in advance of any material change in coverage or cancellation.

The Consultant shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

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

11. **TERMINATION.** Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

Notwithstanding the foregoing, either party may terminate the Agreement upon written notice to the other party in the event of: (i) a failure to remit charges due, after a reasonable grace period; (ii) a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; or (iii) a determination by the terminating party, that termination is necessary or required by law or regulation. The receiving party shall have a reasonable opportunity to act upon termination request.

12. **NOTICE.** All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Consultant or to the City, at the address below Agreement:

CONSULTANT:

Mackenzie M. Sestak, Director, Contracts
Witt O'Brien's LLC
1501 M St. N.W., 5th Floor
Washington, DC 20005
Phone: +1 (202) 207-2935
Email: msestak@wittobriens.com

Mayte C. Cabada, Esq., Legal Counsel
Witt O'Brien's LLC
2200 Eller Drive
Fort Lauderdale, Florida 33316
Phone: +1 (954) 627-5298
Email: MCabada@wittobriens.com

CITY:

Kimberly Spill-Cristiano, Emergency Manager
100 W. Atlantic Blvd., Room 220
Pompano Beach, FL 33060
Phone: (954) 545-7799
Email: kimberly.spill-cristiano@copbfl.com

13. NON-DISCRIMINATION. In performing under this Agreement, the Consultant shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. ASSIGNMENT. The Consultant shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Consultant should such assignment, sublet, conveyance or transfer of Consultant's interest not be acceptable to City. It is further agreed that said notice shall be given where feasible by Consultant not less than thirty (30) days prior to the date of any proposed assignment.

15. FORCE MAJEURE. Consultant shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Consultant. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. CONFLICT OF INTEREST.

The Consultant represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Consultant. Consultant further acknowledges that if it comes to Consultant's attention that any City employee is an owner, corporate officer, of an employee, the Consultant will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

17. PATENT FEES, ROYALTIES AND LICENSES.

Consultant agrees, as described herein, that if Consultant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Consultant and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Consultant which is used by the City in an approved manner ("Approved Use"), the Consultant shall indemnify the City from and against any and all losses resulting solely from a claim brought by a third party that specifically alleges any Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Consultant's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Consultant represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Consultant has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions, and without regard to choice of law provisions as may be found in the documents incorporated into this Agreement. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES RELATED TO THIS AGREEMENT.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Consultant to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Consultant agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein); (2) Scope of Services at Attachment A; (3) Detailed Fee and Rate Structure at Attachment B; (3) the RFP at Attachment C; and (4) the Proposal at Attachment D.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

Witnesses:

CITY OF POMPANO BEACH

Aally D. Fischer

By: [Signature]
LAMAR FISHER, MAYOR

Christine Kendel

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of December, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

originals

**"CONSULTANT"
WITT O'BRIEN'S LLC.**

Witnesses:

Valerie Phillips

Mary Cui

By: [Signature]

Ken Burris

Print

Name: Witt O'Brien's LLC

Title: CEO

STATE OF Florida

COUNTY OF Broward

Business License No. See Attached

The foregoing instrument was acknowledged before me this 13th day of November, 2014 by Ken Burris as CEO of Witt O'Brien's LLC, A Delaware limited liability company corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Karen McGee
NOTARY PUBLIC, STATE OF Florida



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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, 2014, that its most recent annual report was filed on April 9, 2014, and 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 Twenty-fourth day of April,
2014*



Ken DeFuria
Secretary of State

Authentication ID: CU2983674749

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

<https://efile.sunbiz.org/certauthver.html>

Attachment A

1. **Scope Of Services**

A. **Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

- i. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- ii. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- iii. Scheduling work for all team members and contractors on a daily basis.
- iv. Hiring, scheduling, and managing field staff.
- v. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- vi. Assisting the City with responding to public concerns and comments.
- vii. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- viii. Entering load tickets into a database application.
- ix. Digitization of source documentation (such as load tickets).
- x. Developing daily operational reports to keep the City informed of work progress.
- xi. Development of maps, GIS applications, etc. as necessary.

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

- i. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- ii. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- iii. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- iv. Procurement assistance for debris removal contractors and other services as requested.
- v. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- vi. Technical support and assistance in developing public information.
- vii. Other training and assistance as requested by the City.
- viii. Other reports and data as required by the City.
- ix. Other emergency management and consulting services identified and required by the City.

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

- i. Identification of eligible emergency and permanent work (Category A-G);
- ii. Damage Assessment;
- iii. Assistance in attaining Immediate Needs Funding;
- iv. Prioritization of recovery workload;
- v. Loss measurement and categorization;

Attachment A

- vi. Insurance evaluation, documentation adjusting and settlement services;
- vii. Project Worksheet generation and review;
- viii. FEMA, FHWA and NRCS reimbursement support;
- ix. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- x. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- xi. Appeal services and negotiations;
- xii. Reconstruction and long-term infrastructure planning; and
- xiii. Final review of all emergency and permanent work performed.

4. Cost Proposal

4)

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

The completed Cost Proposal Form/Fee Schedule is contained below and an additional page of "Other Suggested Positions" is presented on the following page.

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ 68.00
Operations Managers	160	\$ 58.00
GIS Analyst	16	\$ 50.00
Field Supervisors	670	\$ 49.00
Debris Site/Tower Monitors	390	\$ 32.50
Environmental Specialist	16	\$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ 32.50
Field Coordinators (Crew Monitors)	1,740	\$ 32.50
Load Ticket Data Entry Clerks (QA/QC)	750	\$ 25.00
Billing/Invoice Analysts	40	\$ 35.00
Data Manager	16	\$ 55.00
Public Assistance Coordinator	80	\$ 115.00
FEMA/FHWA Specialist	40	\$ 98.00

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-67-14**

DISASTER RECOVERY MANAGEMENT SERVICES

**RFP OPENING: September 4, 2014, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-67-14

Disaster Recovery Management Services

The City is seeking proposals from qualified firms to provide disaster recovery management services to the City on a stand-by basis.

The City will receive sealed proposals until 2:00 p.m. (local), September 4, 2014, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City requires disaster recovery management services to support the oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services as outlined below. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the City. Other services may include, but are not limited to, facilitating communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

1. Scope Of Services

- A. Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:
- i. Coordinating daily briefings, work progress, staffing, and other key items with the City.
 - ii. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
 - iii. Scheduling work for all team members and contractors on a daily basis.
 - iv. Hiring, scheduling, and managing field staff.
 - v. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
 - vi. Assisting the City with responding to public concerns and comments.
 - vii. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
 - viii. Entering load tickets into a database application.
 - ix. Digitization of source documentation (such as load tickets).
 - x. Developing daily operational reports to keep the City informed of work progress.
 - xi. Development of maps, GIS applications, etc. as necessary.
- B. Emergency Management Planning and Training** - As directed by the City, the Consultant shall provide:

- i. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- ii. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- iii. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- iv. Procurement assistance for debris removal contractors and other services as requested.
- v. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- vi. Technical support and assistance in developing public information.
- vii. Other training and assistance as requested by the City.
- viii. Other reports and data as required by the City.
- ix. Other emergency management and consulting services identified and required by the City.

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

- i. Identification of eligible emergency and permanent work (Category A-G);
- ii. Damage Assessment;
- iii. Assistance in attaining Immediate Needs Funding;
- iv. Prioritization of recovery workload;
- v. Loss measurement and categorization;
- vi. Insurance evaluation, documentation adjusting and settlement services;
- vii. Project Worksheet generation and review;
- viii. FEMA, FHWA and NRCS reimbursement support;
- ix. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- x. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- xi. Appeal services and negotiations;
- xii. Reconstruction and long-term infrastructure planning; and
- xiii. Final review of all emergency and permanent work performed.

2. Tasks/Deliverables

Specific tasks and/or deliverables are as outlined in the scope of services above.

3. Term of Contract

The proposed stand-by contract will be for a term of five (5) years.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departments/directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

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

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to

the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Proposal:

Elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. If the paper bid must be bound by means other than a staple, the City prefers that a three ring binder be used. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials are neither necessary nor desired.

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Qualifications of the Firm

- A) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
- i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.

- iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
- iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- v. Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.
- vi. Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.

B) Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

Tab 2: Qualifications of Staff

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.
- ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice

reconciliation and contracting, and FEMA appeals assistance.

Tab 3: Technical Approach

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

Tab 4: Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

COST PROPOSAL FORM/FEE SCHEDULE
--

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$_____
Operations Managers	160	\$_____
GIS Analyst	16	\$_____
Field Supervisors	670	\$_____
Debris Site/Tower Monitors	390	\$_____
Environmental Specialist	16	\$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$_____
Field Coordinators (Crew Monitors)	1,740	\$_____
Load Ticket Data Entry Clerks (QA/QC)	750	\$_____
Billing/Invoice Analysts	40	\$_____
Data Manager	16	\$_____
Public Assistance Coordinator	80	\$_____
FEMA/FHWA Specialist	40	\$_____

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum

allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 15

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15 = 3.75$

$15 - 3.75 = 11.25$ points to 2nd lowest bidder

Tab 5: Attachments

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable-- (<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>) and any other attachments pertinent to your response.

Tab 6: Initialed City Documents or Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

**YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL SHALL NOT
BE FAVORABLY CONSIDERED.**

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect

at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

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

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: <i>MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE</i>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse		
hazard	property damage	
XX underground hazard		
XX products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE*

	bodily injury	
	(each person)	
	bodily injury	
XX comprehensive form	(each accident)	
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

XX umbrella form	bodily injury and		
XX other than umbrella	property damage		
	combined	\$2,000,000.	\$2,000,000.
<hr/>			
XX PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Qualifications and Experience Firm & Staff qualifications and previous related work experience in the subject area. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.	0-40
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
3.	Technical Approach Firm's technical approach to perform scope of services requested to include procedures, methodologies, resources, systems etc.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

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

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

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

9. Hold Harmless and Indemnification

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

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Contract Terms

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

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

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

16. Waiver

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

17. Survivorship Rights

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

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

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

19. Manner of Performance

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

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

20. Acceptance Period

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

21. RFP Conditions and Provisions

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

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

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

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

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

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

22. Standard Provisions

a. Governing Law

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

b. Conflict Of Interest

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

c. Drug Free Workplace

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

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

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

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

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

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP E-67-14, Disaster Recovery Management Services

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____

City of Pompano Beach, Florida

Disaster Recovery Management Services

RFP #E-67-14

Prepared for:

City of Pompano Beach
Purchasing Office
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

Prepared by:

Witt O'Brien's
Headquarters
1501 M Street NW, 5th Floor
Washington, DC 20005

Local Office
2200 Eller Drive
Ft. Lauderdale, FL 33316

Contact Person:

Dave Killen, Senior Proposal Manager
Phone: (281) 606-4758

September 4, 2014

COPY

WITT|O'BRIEN'S

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Letter of Transmittal

September 4, 2014

Purchasing Office
City of Pompano Beach
1190 N.E. 3rd Avenue, Building C (Front)
Pompano Beach, Florida 33060

RE: RFP #E-67-14, Disaster Recovery Management Services

Dear Purchasing Office,

Witt O'Brien's, LLC (Witt O'Brien's) appreciates the opportunity to offer this proposal to the City of Pompano Beach (the City) to provide disaster debris monitoring, emergency management planning and training, and public assistance consulting services. Witt O'Brien's is a global leader in risk management with the depth of experience and capability to provide services through the disaster and crisis life cycle. We bring a new approach to the crisis and disaster industry by combining extensive real-world experience with innovative planning, training, exercise, and technology solutions focused on helping our clients control the outcome.

The City has relied on Witt O'Brien's during the past four years for Governmental Consulting Services related to the FEMA Public Assistance program and pre-disaster preparation including project worksheet preparation, closeout assistance and the creation of the City's Disaster Claims Management System and pre-positioned project worksheets. Fortunately, during this time, there have been no disaster activations. However, on an as-needed basis, we have continued to coordinate with the City on pre-hurricane season meetings, consultation and training initiatives to assist the City with being prepared to respond to any disaster occurrence.

We are confident that Witt O'Brien's remains the best qualified to continue to support the City to respond and recover after a disaster and we pledge our strongest commitment to serving the City in this capacity. Just a few of our strengths that will be important for the City to consider include the following:

Expert and Experienced Debris Monitoring Staff

Witt O'Brien's has been involved in close to every significant disaster since 2001. Nearly half the states, as well as local jurisdictions, have placed their trust in Witt O'Brien's to staff, plan, and implement recovery planning and coordination efforts. We have a reputation of bringing qualified and seasoned debris monitoring specialists to our clients. Their extensive project experience at Witt O'Brien's reflects the longevity of debris monitoring experts working at our company.



WITT | O'BRIEN'S

Computerized Debris Management System

Witt O'Brien's owns and maintains a substantial inventory of handheld units used during debris monitoring work in the field. In conjunction with our electronic debris management solution, **DebrisPro™**, we are able to simplify the basic tasks of managing debris monitoring and removal, contracts management and office operations through an integrated and secure web portal. Our leading technology and tools allow us to accurately record, review and reconcile debris and hauling information for client reporting and FEMA reimbursement application.



Expertise in Federal Funding Programs

Witt O'Brien's has developed a sound Project Management model and cultivated a core team of disaster management and debris specialists with a superior working knowledge of eligibility guidelines for FEMA, FHWA, HUD and NRCS funding programs. Our professionals have extensive experience with the complexities and nuances of federal funding guidelines, requirements and eligibility rules. This enables us to maximize and expedite federal disaster grant funding to affected communities.



Local Presence – Rapid Mobilization

We maintain a local presence in Broward County and are able to quickly embed our debris monitoring and disaster recovery experts within your organization. It is important to have our team alongside the City's staff so that questions can be answered, problems can be solved, and key stakeholder engagement can occur in real-time. The nearly 300 full-time staff and substantial number of on-call personnel, office locations, equipment inventory and financial resources allows Witt O'Brien's to assure all clients that we are one of the few companies that can successfully deploy to multiple contracts simultaneously.



If you have any questions or require additional information regarding this proposal, please contact Dave Killen, Senior Proposal Manager, at (281) 606-4758 or at dkillen@wittobriens.com. For questions regarding our technical approach please contact Chuck Brannon, Vice President of Debris Services, at (850) 376-2375 or cbrannon@wittobriens.com.

Sincerely yours,

A handwritten signature in blue ink, reading "K. Tim Perkins".

K. Tim Perkins, President and Chief Operating Officer
Witt O'Brien's

1. Qualifications of the Firm

A)

Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:

Helping you Control the Outcome™

As a global leader in preparedness, crisis management, and disaster response and recovery, Witt O'Brien's has the experience and capability to control the outcome of crisis and disaster events. Witt O'Brien's is uniquely positioned to bring together policy architects and technical experts in public safety, with leaders from all levels of government and private sector partners to forge solutions to emergency management challenges. Witt O'Brien's brings a new approach to the crisis and disaster industry by combining extensive real world experience with innovative planning, training, exercise, and technology solutions focused on controlling the outcome.

About Witt O'Brien's

Witt O'Brien's is fully dedicated to helping private and public organizations prevent and mitigate risk. Witt O'Brien's is the joining of the nation's top preparedness, crisis management and disaster response and recovery organizations, Witt Associates, and O'Brien's Response Management. Since 1983, the combined leadership and staff have led the response and recovery efforts of most historic disasters and incidents of the past 30 years.

Witt O'Brien's has an impressive collection of resources, including the personnel, facilities, and technological tools available to support the City following any type of incident that requires this disaster recovery management contract to be activated. We have nearly 300 full-time employees nationwide. This number is more than doubled by more than 300 contractors, including both seasoned emergency responders and top subject-matter experts in a variety of emergency management fields. Witt O'Brien's is headquartered in Washington, D.C., with many of our debris monitoring and disaster recovery senior staff and project managers located in Florida, and formal offices in Alaska, Arkansas, California, Florida, Louisiana, New Jersey, North Dakota, Texas, Washington, the United Kingdom, and Brazil. 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.

Small Business Enterprise and Local Business Program

Witt O'Brien's does not qualify as a certified Small Business Enterprise nor are we local to the City of Pompano Beach. However, we have a local office in Ft. Lauderdale inside Port Everglades and if activated to provide disaster recovery management services to the City, Witt O'Brien's will make every effort to identify local, minority and/or small business suppliers of goods and services from around the area to utilize. While we have not entered into a pre-contract teaming agreement with such an entity, if awarded the contract under consideration here, Witt O'Brien's will endeavor to team with qualified firms to provide these goods and services:

- Lodging for our Project Management team
- Office supplies and equipment
- Temporary labor for field and site monitors
- Environmental services (for debris site soil samplings, evaluations, and permitting)
- Administrative/Office assistance

Recent Disaster Recovery Management Services Experience

i)

Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

In the area of debris management, Witt O'Brien's has responded to 20 different major disasters in the United States in the past 10 years. We have a history of assisting our clients with disaster recovery challenges and a proven track record of successfully completing many large and complex debris removal and disposal monitoring projects. We have worked with city, county, and state governments and private organizations in 11 states on debris monitoring, removal, and management and pre-event planning projects.

We consistently receive accolades from our clients attesting to the professional manner in which Witt O'Brien's implements improved practices; decreases unnecessary work; and facilitates accurate, safe, and FEMA-compliant completion of their debris management projects.

Witt O'Brien's is proud of our results-based accomplishments and demonstrated successes – we possess a noteworthy portfolio of clients and an unrivaled record of service supporting our clients in developing, implementing, and managing effective disaster recovery programs.

Our relevant past and current performance includes the projects listed below. The projects detailed in this section are representative examples and by no means all inclusive.

Debris Monitoring – Severe Winter Storm (DR-4165)

Columbia County, GA and New Hanover County, NC

Dates of Performance	2014 – Present
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Witt O'Brien's was contracted by Columbia County, Georgia and New Hanover County, North Carolina in the aftermath of a severe winter storm of snow and ice that struck Georgia, North Carolina, and South Carolina in February 2014. We helped the Counties recover from the disaster by managing debris operations and developing FEMA Project Worksheets for Category A debris removal. In Columbia County alone, we monitored approximately 650,000 CY of debris removal.

In a recent client questionnaire, both Columbia County and New Hanover County rated Witt O'Brien's 10 out of 10 in ability to manage project costs; ability to maintain project schedule; quality of work; quality of consultative advice provided on the project; professionalism and ability to manage personnel; project administration; ability to verbally communicate and document information clearly and succinctly; ability to manage risks and unexpected project circumstances; ability to follow contract documents, policies, procedures, rules, and regulations; and overall comfort level with hiring Witt O'Brien's.

Debris Monitoring and FEMA Public Assistance – Hurricane Sandy (DR-4086)

Multiple Clients in New Jersey

Dates of Performance | 2012 – 2013

When Hurricane Sandy swept through the East Coast in October 2012, New Jersey was significantly impacted, suffering more than a billion dollars in damages. Witt O'Brien's responded by providing debris monitoring and FEMA Public Assistance program consulting services to several local governments in New Jersey affected by Hurricane Sandy.

Debris Monitoring

A Witt O'Brien's Project Manager was operational in the State Emergency Operations Center immediately after the storm passed, to assist with the Office of Emergency Management's response and recovery coordination efforts and to assist local governments in identifying immediate needs and performing Preliminary Damage Assessments.

On each of these projects, Witt O'Brien's provided project management and field personnel to monitor and document the removal of hazardous waste and materials, private property debris, white goods (including verification of Freon recovery), stumps, hanging limbs, trees, construction and demolition materials, and loose vegetative debris. Several of these projects also entailed electronic waste, recycling of materials, roll off container monitoring, sand removal and the clearing of drainage systems and basins.

Our services also included collecting and managing the large amount of data generated, providing each client with daily status reports on their debris removal projects and preparing daily and weekly reports for the New Jersey Department of Environmental Protection, which oversees all debris removal operations affected areas of the State. The table below provides a summary of each project for our various New Jersey local government clients:

Client Name	CV (\$)	CY's	Tickets	DMS	Peak Staff
Borough of Deal	20,340	300	35	1	6
Borough of Keansburg	106,150	25,617	469	1	5
Borough of Lavallette	434,450	163,950	5,249	1	25
Neptune Township	202,825	58,000	1,330	1	8
Borough of Sea Bright	124,950	42,181	1,149	1	5
Borough of Union Beach	165,840	74,074	458	1	13
Town of Holmdel	119,040	68,462	1,357	1	11
Ventnor City	126,650	11,274	482	1	12
Totals	1,300,245	443,858	10,529	8	85

FEMA Public Assistance

Witt O'Brien's staff assisted the State of New Jersey as well as several local towns and boroughs directly with coordination, team development, and communication to maximize grant awards and

to reduce the likelihood of problems. Witt O'Brien's implemented the program delivery by utilizing Public Assistance Specialist/Project Officers.

Witt O'Brien's enhanced the overall recovery effort and assisted in maximizing funding from insurance and federal disaster programs by:

- Participating in applicant briefings and kickoff meetings;
- Providing information to the applicant in order to help determine possible program and damage eligibility;
- Inspecting damage sites and ensuring a properly documented damage inspection process that facilitated less burdensome applicant claims and quicker reimbursement;
- Providing eligibility guidance using our staff's comprehensive knowledge of federal Public Assistance and 406 mitigation program eligibility requirements; and
- Working with FEMA and applicant including, facilitating on-site visits when appropriate.

Witt O'Brien's staff members also assisted in the project worksheet preparation, request for reimbursement review, scope of work validation, interim inspection completion, request for Improved and Alternate project submissions, overrun validation and final inspection completion. We provided insurance guidance and worked closely with the Applicant and their staff members to promote a professional forum for all parties and ensure the claims process moved forward. Additionally, we promptly reviewed documents to facilitate the reimbursement process and advocated for maximum benefits for the applicant with FEMA.

Debris Monitoring – Hurricane Isaac (DR-4080)

Multiple Clients in Louisiana

Dates of Performance	2012 – 2013
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Well before Category 1 Hurricane Isaac struck the State of Louisiana in August of 2012, Witt O'Brien's had prepositioned personnel and equipment just outside of the region which was anticipated to be most affected. Our initial response team (which consisted of our Vice President of Debris Services, a Senior Project Manager, Project Managers for each client, Data Managers and administrative staff) was on the ground with two Mobile Command Units and ready to commence preliminary damage assessments within hours of the "all clear." Within just a few days, we had hired and trained local residents to fill monitoring positions and had fully staffed several projects.

Witt O'Brien's completed professional disaster debris monitoring and FEMA Public Assistance consulting projects for these local governments:

Client Name	Tickets	CY's	DMS	Removal Costs
St. Bernard Parish	1,867	40,000	1	\$316,906.05
Livingston Parish	402	15,155	1	\$173,525.32
Lafourche Parish	2,203	107,278	2	\$880,839.95
City of Slidell	1,069	22,449	1	\$320,283.32
City of Mandeville	289	11,000	1	\$98,000.00

City of Central	599	26,508	1	\$177,783.63
City of Thibodaux	396	22,026	1	\$155,597.57
Totals	6,825	230,076	8	\$2,122,935.84

On each of these projects, our debris management and monitoring specialist worked to ensure that FEMA, state and local requirements were adhered to by the debris removal contractors and that all work was performed efficiently, safely and in compliance with environmental regulations. All projects involved Right of Way debris removal and several had waterway and other special debris issues.

In St. Bernard Parish, our crews also monitored and managed private property debris removal programs involving Right of Entry and Hold Harmless agreements with residents, and some home demolitions, as well as the removal of debris from the Parish's waterways.

Debris Monitoring – Severe Snow Storm (DR-4051)

Massachusetts Emergency Management Agency

Dates of Performance	2011
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Witt O'Brien's completed 20 debris monitoring projects in Western Massachusetts in response to severe Halloween snow storms which generated large quantities of widely-spread vegetative debris. We operated under our state-wide contract with the Massachusetts Emergency Management Agency, which allows local government agencies to enter into cooperative purchasing contracts with Witt O'Brien's without delay after a disaster occurs.

At the peak of operations, Witt O'Brien's deployed over 700 personnel in 20 separate cities and towns in Western Massachusetts, to provide debris monitoring and FEMA program support services, with a total of over 1.7 million cubic yards of debris removed, including over 96,000 hazardous hanging tree limbs and 4,000 leaning trees, each of which required photographs, GPS coordinates and a separate load ticket. Our services to all of these clients were comprehensive – from clearance support, truck measurements, collection and site monitoring to invoice reconciliation, site closeouts and presentation of final cost documentation for FEMA.

The table below provides a summary of each project for our various Massachusetts local government clients:

City / Town	CY	Tickets	Hangers	Leaners	Removal Costs
Agawam	160,994	3,810	2,542	62	\$5,522,774.
Chicopee	155,879	3,442	1,651	3	\$5,155,949
Holland	14,823	330	2,835	33	\$1,031,643
Holyoke	81,508	1,919	4,936	373	\$3,707,473
Lancaster	16,924	450	1,159	64	\$788,089
Longmeadow	287,746	6,859	9,479	1,146	\$11,438,941
Ludlow	84,733	2,365	2,886	61	\$3,225,178

City / Town	CY	Tickets	Hangers	Leaners	Removal Costs
Lunenburg	19,382	446	146	0	\$629,312
Monson	34,227	743	6,635	593	\$2,701,767
Northborough	2,498	61	940	27	\$276,533
Palmer	52,931	1,160	2,800	109	\$2,250,626
Southwick	42,304	920	1,896	113	\$1,747,249
Springfield	516,024	13,314	40,620	1,090	\$24,555,294
Sturbridge	19,178	458	4,039	79	\$1,428,338
Townsend	0	0	314	0	\$61,230
Wales	3,013	62	861	0	\$261,298
Ware	26,983	621	0	0	\$836,473
Warren	2,886	67	1,626	0	\$406,536
West Springfield	97,104	2,378	5,650	3	\$4,113,729
Wilbraham	107,283	2,387	5,681	337	\$4,630,713
Totals	1,726,420	41,792	96,696	4,093	74,769,145

Debris Monitoring – Tornadoes (DR-1994)

State of Massachusetts

Dates of Performance | 2011

On June 1st, 2011 multiple tornados struck several counties in Central Massachusetts threatening lives, damaging homes, destroying property and creating all types of storm debris. Witt O'Brien's statewide debris monitoring contract was activated by the Massachusetts Emergency Management Agency, allowing local governments to access our services. Our project management team coordinated with several agencies at the State Emergency Operations Center to initiate response and recovery operations to ensure that proper procedures were followed and that cost documentation was maintained correctly as emergency response work got underway. Though Federal Disaster Declarations had not yet been issued, Witt O'Brien's began immediately providing debris monitoring and management guidance to the worst struck areas, including the Town of Wilbraham, the Town of Monson, the City of Springfield and the Town of West Springfield. On each of these projects, Witt O'Brien's was able to maximize federal funding of debris removal and monitoring costs with no appeals required.

The table below provides a summary of each project for our various Massachusetts local government clients:

City / Town	CY	WOB Staff	Field Monitors	Removal Costs (in millions)
Monson	112,289	4	20	\$4.2

City / Town	CY	WOB Staff	Field Monitors	Removal Costs (in millions)
Springfield	161,614	8	62	\$6.6
West Springfield	1,162	1	6	\$0.15
Wilbraham	99,750	5	15	\$3.2
Totals	374,815	18	103	14

Emergency Agency Coordination and Local Government Representation

ii)	Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
iii)	Experience representing Local governments with various state and federal funding source sources and reimbursement processes, including FEMA, FHWA and NRCS.

A key component of the Witt O'Brien's approach to supporting our clients with disaster management and recovery is to advocate for our clients' interests. Our team will coordinate with Federal, State, and Local emergency agencies and we will be at all meetings to represent the City. Throughout the lifecycle of the disaster recovery period, Witt O'Brien's will be prepared to directly engage with FEMA, FHWA, NRCS, and any other Federal, State, or Local emergency agencies in order 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 so that we can discuss issues, share ideas, and identify priorities for the immediate future. For each meeting, Witt O'Brien's will help prepare your City officials with any and all necessary background information and materials, discuss strategy, and provide support.

When issues or differences in opinions arise between the emergency agencies and Witt O'Brien's, our experts will bring the issues to the attention of the City, and where appropriate, meet with Federal, State, and Local representatives to discuss concerns and options for resolution. In this capacity, our team will draw upon its understanding of Federal and State programs, and past precedent to argue the case on behalf of the City. We will also work to generate reasonable methodologies to allow the disaster management and recovery project to proceed.

Disaster Recovery Services

School Board of Broward County, Florida

Dates of Performance	2008 – Present
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The School Board of Broward County (SBBC) contracted Witt O'Brien's (formerly O'Brien's Response Management) to provide Emergency Management Consulting Services for their FEMA Public Assistance Program grants. SBBC is the largest fully-accredited public school district and is the sixth overall largest public school district in the nation. SBBC encompasses 283 schools, including 138 elementary schools, 42 middle schools, 38 high schools, and 55 charter schools. Witt

O'Brien's staff have assisted SBBC in gathering, reviewing, and compiling the relevant documentation for final inspection and closeout of 2004, 2005, and 2008 Project Worksheets from the aftermath of Hurricanes Frances, Jeanne, Katrina, Wilma and Tropical Storms Rita and Fay. The funds for these projects amount to the management of over \$50 million in Public Assistance grants representing roughly 600 projects made up of FEMA Category A, B, E and G projects. Our responsibilities to this important client include:

- Coordinate with FEMA, State, and SBBC staff on interim site inspections which correspond to requests for versions to be written
- Work with all departments and other agencies to obtain all costs and necessary backup documentation to develop, revise, and/or submit Project Worksheets and closeouts to FEMA and the State of Florida DEM personnel
- Work with FEMA and the State of Florida DEM personnel to provide additional information needed to process Project Worksheets, Requests for Reimbursement, or resolve any issues and/or questions related to Project Worksheets
- Represent the SBBC at meetings with FEMA, State, and/or at internal department meetings;
- Write, compile, and submit appeals
- Provide comprehensive executive briefings monthly
- Provide all-inclusive grants management assistance

Final Inspections: Represented SBBC in the final reconciliation of 177 large FEMA Project Worksheets six declared disasters that impacted SBBC between 2004 and 2008 in compliance with 44CFR§206.205(b) regarding payment of claims for large projects. Upon the completion of final reconciliation of large projects, Witt O'Brien's represented the SBBC in working closely with the State and FEMA closeout team to reconcile documentation, conduct validation, prepare the summary of documentation and the Joint Closeout Toolkit documents for review and approval, and track the closeout version through obligation.

Insurance Claims: Witt O'Brien's has assisted SBBC in identifying and pursuing unclaimed insurance benefits including:

- Nine new insurance claims formulated and submitted
- Nine resubmittals of past claims for additional funds
- \$3,225,956 additional funds recovered to date

OIG Audit: Witt O'Brien's supported the District with the FEMA Office of Inspector General's audit of many of their projects including:

- 32 Project Worksheets reviewed by OIG
- Federal Funds Questioned = \$14,990,114
- Eligible Costs Supported sent back to OIG and presented to FEMA = \$15,282,611.51

Funds Recovered by the School Board of Broward County with Witt O'Brien's Assistance:

- \$ 9,448,925 from FEMA Claims
- \$ 3,225,956 from Insurance Claims
- \$ 12,674,880 - total new funding secured due to Witt O'Brien's advocacy

Disaster Response and Recovery Services

State of Louisiana

Dates of Performance	2005 – Present
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In the aftermath of Hurricane Katrina, the Governor's Office in the State of Louisiana retained Witt O'Brien's to provide strategic advice to the State on overall response and recovery efforts. Within 48 hours of the storm's landfall, before a contract had been formally signed, James Lee Witt led a response team into Baton Rouge. Witt O'Brien's established a functional joint operations center within 24 hours and provided essential State and local personnel with the tools needed to communicate effectively statewide.

Witt O'Brien's continues to advise the Governor, his cabinet, and other leaders on all matters concerning recovery, as well as to provide assistance in the development of policies and coordination with public and private recovery entities on all levels. In addition, Witt O'Brien's senior vice president was invited to testify before the Senate Homeland Security Subcommittee for Disasters on behalf of the State's recovery efforts.

In addition to its strategic advisory role, Witt O'Brien's provided technical assistance as a part of contributing to long-term recovery efforts. Initially, Witt O'Brien's reformed the State's emergency management structure, bringing it into line with FEMA's emergency support functions. Witt O'Brien's staff played key roles in the design and implementation of the Louisiana Recovery Authority (LRA), the organization responsible for coordinating overall recovery efforts, establishing rebuilding priorities, receiving and distributing appropriated relief funds, and providing a single voice for the State on recovery issues. Witt O'Brien's has also served as the senior emergency management advisor for the LRA Board of Directors and as liaisons between the State and the parishes and parish presidents affected by Katrina. To bring about a more planned and coordinated recovery in southern Louisiana, Witt O'Brien's also organized and led the State's long-term community recovery planning effort in 26 parishes (over 1/3 of the State), and developed and implemented regional and statewide planning activities designed to address issues that cross jurisdictional boundaries. Some other notable technical assistance efforts undertaken by Witt O'Brien's include:

- Establishing a joint operations center
- Implementing the Incident Command Structure and Command Center
- Providing support for local EOC operations
- Developing debris monitoring and debris management plans
- Developing the Planning Pilot Grant Program to help parishes, municipalities and institutions identify potential mitigation projects and undertake initial work to develop the projects for future mitigation grant applications
- Working with university leaders throughout the State on specific higher education disaster recovery needs

Since September of 2005, Witt O'Brien's has established and implemented the State's Public Assistance Program to maximize funding availability for Louisiana projects. Witt O'Brien's provided

an initial team of nearly 190 program experts to work directly with State agencies, local governments and subdivisions, and eligible private non-profit organizations on all aspects of their Public Assistance program recovery efforts, involving more than 32,000 Project Worksheets and tens of thousands of revisions and amendments. Programmatically, Witt O'Brien's provided significant support in the development and delivery of disaster relief programs to the affected areas. Witt O'Brien's has also been credited by the State in helping them secure well over \$3 billion in funding that they believe they would not have received otherwise, through the application of our experts' experience and knowledge of past-precedent to the advantage of the State and its applicants.

Special Disaster Recovery Program Management Services

iv)

Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

ROW, ROE, PPDR and Demolition Program Support

Witt O'Brien's has monitored and documented the removal of over 33 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, Witt O'Brien's will assist the City in taking the initiative to enter private property after signed ROE agreements have been executed. Witt O'Brien's has extensive experience in implementing, managing and monitoring ROE programs and we would assist the City 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 local residents. If demolition of private or public structures is warranted, Witt O'Brien's 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 in order to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has extensive experience with all debris types and will provide expert consulting services to the City regarding unique debris challenges. We have extensive experience with:

- 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

Several examples of our experience with special debris are outlined below:

Project	Special Debris Scenario
Several Clients in Arkansas 2009 Ice Storms Debris Monitoring Projects	Witt O'Brien's removed over 87,000 leaning trees and hanging branches for various clients in Arkansas after the 2009 ice storms.
Various Cities in Louisiana Hurricane Isaac 2012 Debris Monitoring Projects	All projects involved ROW debris removal and several had waterway and other special debris issues.
Various Cities in New Jersey 2012 Hurricane Sandy Debris Monitoring Projects	Debris removal in several cities entailed electronic waste, recycling of materials, roll off container monitoring, sand removal and the clearing of drainage systems and basins.
Various Counties in Florida Debris Management Specialists	Our debris specialists validated and monitored the removal of marine, canal and waterborne debris, including almost 500 derelict vessels, in Monroe, Miami-Dade and Broward Counties.
Various Counties in Florida	Witt O'Brien's was responsible for monitoring debris removal including vegetative debris, C&D, hazardous trees, tree stumps, white goods, household hazardous waste, mobile home wreckage, demolition debris, asbestos and marine debris.

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, Witt O'Brien's completed twenty 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 for consistency and accuracy assurance.

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. Witt O'Brien's proposes using a team approach to appeals and arbitration, in order 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 sub-grantees, 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.

Special Considerations Regarding Disaster Funding and Litigation

v)	Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.
vi)	Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.

Client Funding Challenges or Deobligation

Since the company's inception, we have continually advocated for our clients at every stage of the grant funding process, including when that funding was challenged or at risk or did not encompass the maximum scope and funding allowable under the grant program. Several of our founding members were the architects of the FEMA policies in place today and are therefore personally familiar with the process and intent of those policies. In many cases, we are able to argue the finer points of the FEMA program and other grant program policies to avoid prolonged disputes and potential formal appeals. In more complicated cases, we have supported our clients by assisting with preparing complete and thorough appeal packages and have walked them through the process every step of the way. We have successfully advocated for many clients where challenges to their funding were ultimately dropped, funding returned and/or funding increased through our efforts including but not limited to:

- School Board of Broward County, FL – Hurricanes Katrina (DR-1602) and Wilma (DR-1609)
- City of Miami, FL – Hurricanes Katrina (DR-1602) and Wilma (DR-1609)
- City of Houston, TX – Hurricane Ike (DR-1791)
- City of Galveston, TX – Hurricane Ike (DR-1791)
- University of Texas Medical Branch, TX – Hurricane Ike (DR-1791)
- Lake Delhi recreational Assoc., IA – Iowa Severe Storms, Tornadoes, and Flooding (DR-1763)
- Cedar Rapids, IA – Severe Storms, Tornadoes, and Flooding (DR-1763)
- State of Indiana – Severe Storms and Flooding (DR 1766 and DR 1795)
- State of New Jersey – Hurricane Sandy (DR-4086)
- State of Louisiana – Hurricanes Katrina (DR-1603), Rita (DR-1607), Gustav (DR-1786), and Ike (DR-1792)

In the past ten (10) years, and to the best of our knowledge, while performing work similar to the scope of this Request for Proposals, Witt O'Brien's has not had clients grant funding for said services de-obligated and required to be returned to FEMA and/or any other funding agency.

Litigation History and Agreement Exception

Witt O'Brien's is not currently a party to, and has not been a party to, any claim, controversy, legal dispute, litigation, 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. Witt O'Brien's is not barred from performing and FEMA related work.

Requested Agreement Exception: If awarded the contract under consideration here, Witt O'Brien's would respectfully request that Pompano Beach consider including the following provision in the agreement: "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."

Client References

B)

Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

We consistently strive to provide our clients with exceptional service. We believe the clients listed below are a representation of our ability to consistently and successfully execute projects on-time, on-budget and with complete client satisfaction.

1. Columbia County, Georgia

Severe Winter Storm (DR-4165) Debris Monitoring Project

Date of Contract: 2014 - 2014

Debris Volume: 650,000 CY

Contact Name: Pam Tucker, Director

Address: 650-B Ronald Reagan Drive, Evans, GA 30809

Email: ptucker@columbiacountyga.gov

Telephone: 706-868-3303

2. Lafourche Parish, Louisiana

Hurricanes Gustav (DR-1786) and Ike (DR-1792) Debris Monitoring Project

Date of Contract: 2008 - 2009

Debris Volume: 272,550 CY

Contact Name: Jerome Danos, Solid Waste Manager

Address: 4876 Hwy 1, Mathews, LA 70375

Email: danosjp@lafourchegov.org

Telephone: 985-537-7603

3. Collier County, Florida

Hurricane Wilma (DR-1609) Debris Monitoring Project

Date of Contract: 2005 - 2006

Debris Volume: 1,100,000 CY

Contact Name: Dan Rodriguez, Solid and Hazardous Waste Management Department Director

Address: 3339 Tamiami Trail East, Suite 302, Naples, FL 34112

Email: danrodriguez@colliergov.net

Telephone: 239-252-2508

*Monitoring Firm
No issues
Selected as monitoring
firm - currently*

4. School Board of Broward County, Florida

Disaster Recovery Services

Date of Contract: 2008 – Present

Contact Name: Jerry Graziose, Director Safety Department

Address: 4200A NW 10 Avenue, Oakland Park, FL 33309

Email: jgraziose@browardschools.com

Telephone: 754-321-4200

5. State of Louisiana

Disaster Response and Recovery Services

Date of Contract: 2005 – Present

Contact Name: Mark Riley, Recovery Division Director

Address: 7667 Independence Blvd, Baton Rouge, LA 70806

Email: mriley@ohsep.louisiana.gov

Telephone: 225-573-0027

very good lucks
working on 3 appeals
helped draft letter
to address issues.
helped address
that identified
identified

2. Qualifications of Staff

2)

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.
- ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Witt O'Brien's has a reputation of bringing seasoned debris monitoring specialists to our clients' projects. We retain, as permanent full-time employees, a staff of debris monitoring specialists who are ready to mobilize on behalf of our clients on short notice.

Our staff are accustomed to managing large projects for government entities, especially multiple local governments simultaneously. Witt O'Brien's project management experience includes debris monitoring for the clients listed in the table below. Many of these projects involved over one million cubic yards of debris.

Debris Monitoring Client	Start Date	Total Cubic Yards
Local Governments in New Jersey	2012	443,858
Local Governments in Massachusetts	2011	1,726,420
Kentucky Transportation Cabinet District 1	2009	4,320,351
Kentucky Transportation Cabinet District 2	2009	8,144,762
Kentucky Transportation Cabinet District 3	2009	1,709,845
Louisiana Department of Transportation & Development	2008	3,020,392
City of Tulsa, Oklahoma	2007	2,670,030
Collier County, Florida	2005	1,100,000
Hillsborough County, Florida*	2004	1,000,000
Charlotte County, Florida	2004	1,900,000
Palm Beach County, Florida*	2004	3,500,000

*Witt O'Brien's was the subcontractor on this project.

Project Organization

Witt O'Brien's proposed project organization clearly defines staff roles to ensure accountability. Our minimal layers of management ensure rapid response to the City's needs and allows Witt O'Brien's to address changing and evolving requirements of debris operations.

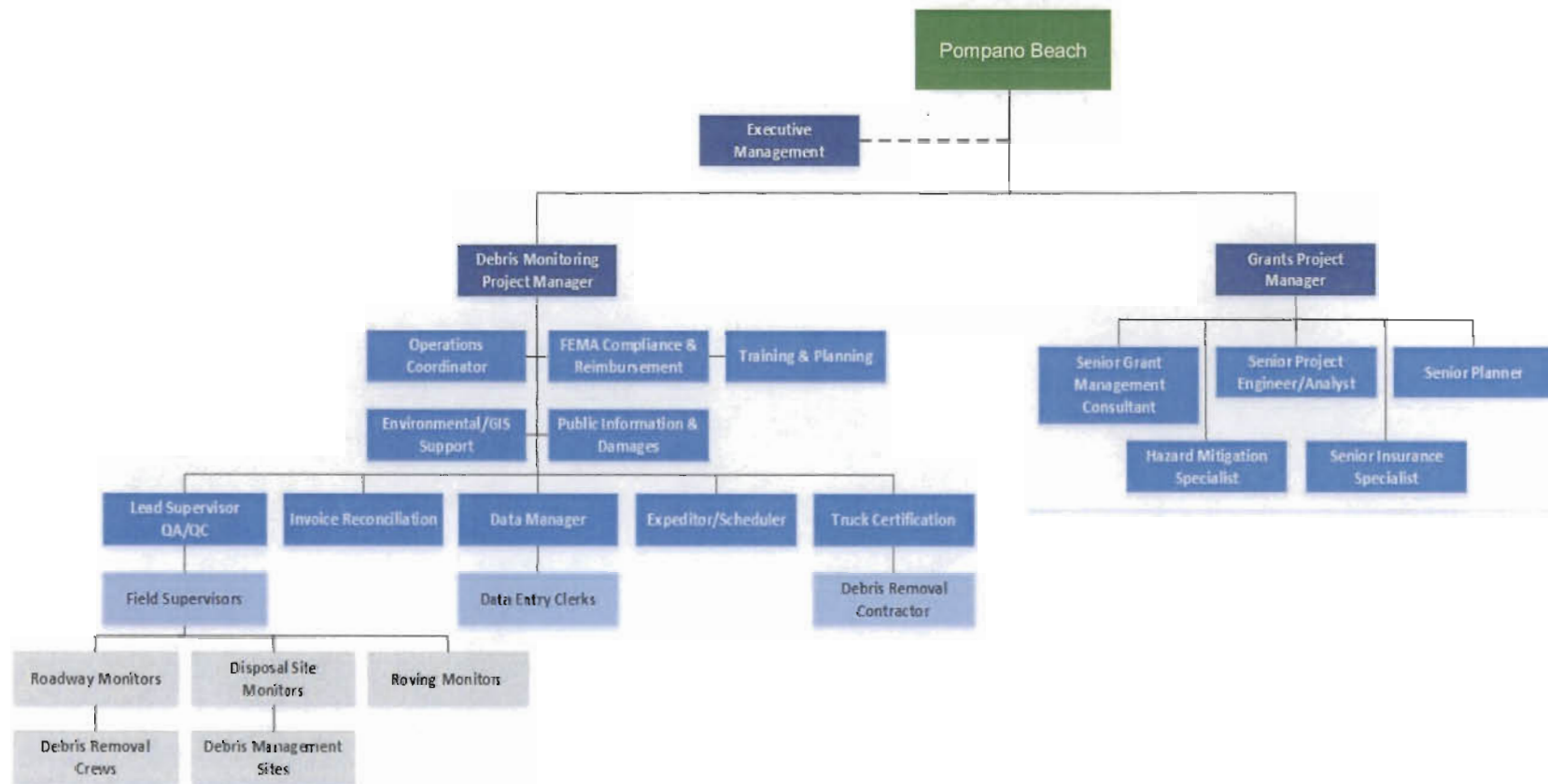


Figure 1: Project Organizational Chart. Our project organizational structure ensures Witt O'Brien's can respond rapidly to the City's needs.

Key Project Staff

Our key staff make their careers providing the types of assistance outlined in the RFP. Per the RFP, the key project staff include, at a minimum, the project manager, collection and disposal operations managers, FEMA reimbursement specialist, and data manager. Brief professional summaries of our key project staff are included below.

Project Manager

Kevan Parker, Senior Project Manager

Kevan Parker has 35 years of experience in and for government agencies at the local, state, and federal levels; 20 years of emergency management, FHWA-ER Program, and FEMA Public Assistance Program experience; and over 10 years of disaster debris eligibility and oversight experience. As a Project Manager and Regional Manager, he has overseen the hiring, training, and deployment of more than 300 employees and the associated equipment to accurately document and expedite the entire debris removal process.

During his involvement in 24 major disasters, Mr. Parker has documented the removal of several million cubic yards of debris and assisted in the reimbursement of more than \$100 million in debris-related costs. Mr. Parker recently served as Senior Project Manager over seven debris monitoring projects in Louisiana for Hurricane Isaac and eight projects in New Jersey in response to Super Storm Sandy, and he is currently serving as the Senior Regional Manager over two debris projects in North Carolina and Georgia as a result of Severe Winter Storm Pax and will involve 125,000 and 650,000 cubic yards respectively.

Mr. Parker's has vast experience working with various state departments of transportation include working with the Louisiana Department of Transportation and Development (La DOTD), Florida Department of Transportation (FDOT), where he worked for 30 years, and Texas Department of Transportation (TxDOT). For TxDOT, Mr. Parker was the Project Manager over bay cleaning, private property debris removal, monitoring of threatened and endangered species, and demolition of facilities. He was also responsible for storm generated debris removal of a 2,000 acre state park, two miles of beach sand removal, two million cubic yards of sand removal from ditches and drainage canals (FHWA-ER), six thousand feet over five miles of revetment wall, over five hundred vehicles and vessels removal, and dangerous tree and limb removal from public rights of way.

Relevant Project Experience:

- Southeastern Severe Winter Storm (DR-4165), Debris Monitoring, 2014 - Present
- Louisiana Hurricane Isaac (DR-4080), Debris Monitoring, 2012 - 2014
- New Jersey Hurricane Sandy (DR-4086) Debris Monitoring & Public Assistance, 2012 - 2013
- Massachusetts Severe Snow Storm (DR-4051), 2011

Experience Managing Debris
Monitoring for Government Entities
with 250,000+ CY of Debris

Louisiana Department of Transportation & Development Project Manager

- Hurricane Gustav (DR-1786)
- Hurricane Ike (DR-1792)
- CY = 3,020,392

Massachusetts (20 Municipalities) Regional Manager

- Severe Snow Storm (DR-4051)
- CY = 1,726,420

New Jersey (8 Municipalities) Regional Manager

- Hurricane Sandy (DR-4086)
- CY = 443,858

Columbia County, GA

- Severe Winter Storm (DR-4165)
- CY = 650,000

- BP, Deepwater Horizon Oil Spill Response, 2010 – 2011
- Louisiana Department of Transportation and Development Hurricanes Gustav (DR-1786 and Ike (DR-1792) 2008-2009

FEMA/FHWA Reimbursement Specialist

Charles Bryant, FEMA/FHWA Reimbursement Specialist

Charles Bryant is a highly qualified technical expert with 10 years of experience in debris monitoring and over 5 years of experience in emergency response. He has served as Project Manager and Debris Technical Specialist for multiple large-scale debris monitoring projects including Georgia Severe Winter Storm (DR-4165), Debris Monitoring, Hurricane Sandy Debris Monitoring, Hurricanes Gustav and Ike Debris Monitoring and Technical Assistance, and Hurricane Katrina Debris Operations projects.

Mr. Bryant is a retired Fire Chief. He served 25 years at the fire department, 18 of which he was Fire Chief and Emergency Manager. Mr. Bryant was responsible for overall management and coordination, organizational goals and objectives development, budget and staffing development, and emergency management and response coordination and development. Mr. Bryant also owned and operated C. Bryant, Inc. where he performed various contracted emergency management response and recovery planning services and technical assistance services for local, state, and federal governments. His primary areas of service were debris operations and planning, private property debris removal program development, project management and development, FEMA Public Assistance, hazard analysis and mitigation, Homeland Security Exercise and Evaluation Program (HSEEP) exercise design, and instructional and educational services.

Mr. Bryant is not only expertly knowledgeable of debris management operations and reimbursement strategies, but he also teaches the concepts and applications to other emergency management professionals. Mr. Bryant is a national certified instructor for E202 National Debris Management Planning Course and Advanced Level ICS Instructor – E449 ICS Curricula. He served on the course development team for the rewrite of the National Debris Course E202 in 2007 and 2012. Mr. Bryant also is a Senior Adjunct instructor for the National Emergency Response and Rescue Training Center for exercise design and facilitation of the Weapons of Mass Destruction Exercise Program and Hurricane Exercise Design.

Relevant Project Experience:

- Southeastern Severe Winter Storm (DR-4165), Debris Monitoring, 2014 – Present
- New Jersey Hurricane Sandy (DR-4086) Debris Monitoring & Public Assistance, 2012 – 2013
- Louisiana Hurricanes Gustav and Ike (DR-1786/1791), Debris Monitoring, 2008 – 2009

Experience Managing Debris
Monitoring for Government Entities
with 250,000+ CY of Debris

State of Louisiana Technical Advisor

- Hurricane Katrina (DR-1603)
- Hurricane Rita (DR-1607)
- CY = Over 1M+

Cities of Houston & Galveston Technical Advisor

- Hurricane Gustav (DR-1786)
- Hurricane Ike (DR-1792)
- CY = Over 1M+

New Jersey (8 Municipalities) Technical Advisor

- Hurricane Sandy (DR-4086)
- CY = 443,858

Columbia County, GA

- Severe Winter Storm (DR-4165)
- CY = 650,000

- City of Houston, Texas, City of Galveston, Texas, and Texas A&M Galveston, Technical Assistance, 2008 – 2009
- FEMA (AECOM), Technical Assistance, 2007 – 2012
- Louisiana Hurricane Katrina (DR-1603), Debris Operations, 2005 – 2006

Collection and Disposal Operations Manager

Ryan Booth, Operations Manager

Ryan Booth has 11 years of experience as a Debris Management Project Manager. He has managed and monitored hundreds of thousands of cubic yards of debris removal on various Witt O'Brien's debris monitoring projects including projects in response to the Georgia/North Carolina Severe Winter Storm, Louisiana Hurricane Isaac, and Massachusetts Storms and Tornadoes. His effective management provides efficient and safe debris monitoring operations even when managing multiple projects. In the aftermath of the Massachusetts Storms and Tornadoes, he worked with the Massachusetts Emergency Management Agency to manage several debris projects throughout Massachusetts. In Louisiana, Mr. Booth managed crews that monitored private property debris removal programs involving Right of Entry and Hold Harmless agreements with residents, and some home demolitions, as well as the removal of debris from the Parish's waterways.

Experience Managing Debris
Monitoring for Government Entities
with 250,000+ CY of Debris

Massachusetts (several projects) Project Manager

- Severe Snow Storm (DR-4051)
- Tornadoes (DR-1994)
- CY = 1,726,420

Currently he is working on North Carolina to manage the recovery effort in New Hanover County in response to the severe winter storms. Counties in North Carolina were blanketed in March with record-breaking snowfall. Witt O'Brien's was contracted by to provide debris monitoring services to clear trees and limbs that fell after the storm. Mr. Booth works to ensure debris removal contractors adhere to all laws and regulations. His effective management provides efficient and safe debris monitoring operations even when managing multiple projects. In the aftermath of the Massachusetts Storms and Tornadoes, he worked with the Massachusetts Emergency Management Agency to manage several debris projects throughout Massachusetts.

Mr. Booth served as a Division Supervisor for Mobile and Escambia Counties for Witt O'Brien's response management on the BP Deepwater Oil Spill Response project. He taught boom deployment strategies and was instrumental in overseeing over one million feet of boom deployed in throughout the region. He also implemented safety, health and security procedures and requirements.

His years of debris monitoring and cleanup experience include his work with a construction and development company early in his career where he monitored cleanup and maintenance crews, and managed client accounts.

Relevant Project Experience:

- Southeastern Severe Winter Storm (DR-4165), Debris Monitoring, 2014 – Present
- Louisiana Hurricane Isaac (DR-4080), Debris Monitoring, 2013 – 2014
- Massachusetts Storms & Tornadoes (DR-4051), Debris Monitoring, 2011
- BP, Deepwater Horizon Oil Spill Response, 2010 – 2011

Andy Janes, Operations Manager/Field Supervisor

Andy Janes is an experienced debris management professional with over 15 years of debris, Public Assistance, inspection, customer service, and management expertise and seven years of working directly for the Federal Emergency Management Agency (FEMA). He is intimately familiar with disaster recovery processes, procedures, and standards that meet local, state, and federal requirements. Mr. Janes has held a wide range of assertive leadership roles with excellent proficiency in project management principles, use of value improvement processes, and industry best practices. He is capable of rapidly assimilating new technologies and concepts to meet the demands of dynamic environments and customer satisfaction.

Experience Managing Debris
Monitoring for Government Entities
with 250,000+ CY of Debris

New Jersey (8 Municipalities) Reimbursement Specialist

- Hurricane Sandy (DR-4086)
- CY = 443,858

Mr. Janes has worked as a Debris Specialist, Debris Monitor, Senior Public Assistance Coordinator, Project Specialist, Closeout Specialist, Layout Specialist, and Technician in response to 24 major disasters. He has been responsible for analysis and review of the projects before reimbursement of funds are obligated or de-obligated. He implemented procedures to expedite grant awards and project completion, consistent with the Stafford Act. He performed administrative reviews, desk reviews, and site inspections, as appropriate.

Mr. Janes provides technical assistance to team members, state officials, project applicants, and sub-grantees; and served as point-of-contact for grant program issues. He met with grant applicants and sub-grantees to resolve project issues. He reviews project applications for eligibility and provided recommendations for approval. He established and maintained systems to monitor status of project applications and funded projects. He prepared written analyses of projects and/or issues associated with project eligibility, and appropriate recommendations, including Sub-grant Application version preparation. He identified projects requiring environmental and/or historic preservation review.

Relevant Project Experience:

- New Jersey Hurricane Sandy (DR-4086) Debris Monitoring & Public Assistance, 2012 – 2013
- Louisiana Hurricane Isaac (DR-4080), Debris Monitoring, 2013 – 2014
- Montana Severe Storms and Flooding (DR-1996), Public Assistance, 2011 – 2012
- North Dakota Severe Winter Storms (DR-1986), Debris Removal, 2011
- Florida Disasters (DR-1539/1545/1551/1561/1602/1609), Closeout, 2006 – 2010
- Louisiana Hurricanes Katrina and Rita (DR-1603/1607), 2005

Data Manager

Chris Denney, Data Manager

Chris Denney has almost 10 years of experience in debris monitoring and data management. He began his recovery services career as a Field Monitor during the recovery efforts of Hurricane Katrina in 2005 for St. Tammany Parish, Louisiana. He now serves as Disaster Recovery Data Manager for Witt O'Brien's. Recently, he has been providing data support and financial

reconciliation for the State of Georgia after the severe winter ice storm in February 2014. He has performed data manager responsibilities on projects such as the Louisiana Hurricane Isaac and New Jersey Hurricane Sandy debris monitoring projects. His project experience include being the data manager on large projects that experience upwards of 3,000 tickets and 20,000 cubic yards daily. He also has direct field experience with assigning and mobilizing large numbers of monitors and debris trucks on high priority projects.

Experience Managing Debris
Monitoring for Government Entities
with 250,000+ CY of Debris

**New Jersey (8 Municipalities) Data
Manager**

- Hurricane Sandy (DR-4086)
- CY = 443,858

Mr. Denney has two years of experience providing technical assistance with logistical and operational coordination of disaster recovery. His experience with cutting-edge recovery service technology enables Mr. Denney to bring efficiency to a broad range of projects. Mr. Denney leads the electronic ticketing process and has undergone thorough training by Debris Specialists including cubic yard estimations.

Relevant Project Experience:

- New Jersey Hurricane Sandy (DR-4086), Debris Monitoring, 2012-2013
- Columbia County, Georgia, Winter Storm (EM-3368), Recovery, 2014 – present
- Louisiana parishes, Hurricane Isaac (DR-4080), Debris Monitoring, 2012-2014

Additional Management and Consultants

Executive Management

Our executive management includes an impressive line-up of subject matter experts from government entities whose knowledge and experience has helped our clients all over the world deal with the complexities of managing crises and disasters. During project execution, the executive management team performs high-level oversight to provide our project teams with organizational and planning guidance. They understand what can be expected and leverage their experiences to aid our clients in full, long-term recovery.

Mark Merritt, Senior Vice President of Disaster Recovery

Mark Merritt has over 10 years of experience in disaster recovery, eight of which were spent working directly for FEMA. As Senior Vice President of Disaster Recovery Witt O'Brien's, Mark Merritt brings first-hand disaster recovery and operational expertise to emergency planning and on-site disaster response and recovery projects for state and local governments, as well as private sector entities. Mr. Merritt is a founding partner of Witt Associates (now Witt O'Brien's) and oversees the activities of disaster recovery services including debris management, Public Assistance, and individual assistance.

Mr. Merritt is responsible for managing and motivating 65 recovery services personnel, including the Vice President of Debris Services, four full-time Debris Specialists, and many debris management and monitoring contractors. His debris monitoring executive oversight includes staffing, client relations, technical leadership, and project advice. He works to ensure that all debris monitoring projects are managed to meet or exceed client expectations.

Chuck Brannon, Vice President of Debris Services

Chuck Brannon has 20 years of experience in emergency management and has been involved in 14 major disasters nationwide. He performs executive level oversight for various recovery projects by providing high level organization and planning. Since 2011, Mr. Brannon has provided executive management for debris monitoring services in response to five major disasters including Georgia Severe Storms (EM-3368), Hurricane Sandy (DR-4086), Hurricane Isaac (DR-4080), Massachusetts Severe Snow Storm (DR-4051), and Massachusetts Tornadoes (DR-1994).

Mr. Brannon served 34 years at the Florida Department of Transportation (FDOT). Mr. Brannon served as the FDOT Right-of-Way (ROW) Resource Management Manager. He managed the development of policy statements, rules, procedures and guidelines for the statewide \$600 ROW Work Program, ROW Funds Management, Property Management and the ROW Training program. He work with the district offices to perform in-depth analysis by project of projected roll forward, assisted districts in setting targets for contingencies, and helped ensure that projects were funded at proper levels.

Andrew Sachs, Senior Vice President of Government Sales

Andrew Sachs has 22 years of disaster management and recovery experience, and specializes in Public Assistance and grant management. During his time as a senior executive with Witt O'Brien's, he has managed billions of dollars of funding on behalf of our clients and facilitated implementation of thousands of projects. Mr. Sachs has become a trusted advisor to Governors and their staffs, local elected officials, Members of Congress, senior company executives, and others, supporting their efforts at the state, national, and corporate levels to address complex public policy and operational challenges, including the economic and physical recovery from disasters of all kinds, both natural and human-caused.

Mr. Sachs has helped establish recovery operations, including the development of recovery management organizations and the design and implementation of multi-billion-dollar recovery programs, for many state and local clients, including closeout for Hurricane Andrew in Florida, the State of Louisiana after Hurricanes Katrina/Rita, the State of Iowa after the Midwest Floods, the City of Galveston after Hurricane Ike, the State of Vermont after Hurricane Irene in, and most recently, the State of New Jersey after Superstorm Sandy.

Emergency Management Planning

Our emergency management consultants will support the City's long-term recovery planning efforts – either before or after a disaster occurs – better positioning you to restore your community and maximize the recovery process by building back stronger, safer, and smarter than ever before.

Matthew Stanley, Senior Planner

Matthew Stanley is an experienced Emergency Management Consultant with more than 14 years of public safety and emergency management experience that includes state organizations, large urban environments, and rural communities. His career has focused on prevention and preparedness through mitigation and response planning. Mr. Stanley's experience includes developing Hazard Mitigation Plans, Emergency Operations Plans, Disaster Recovery Plans, Continuity of Operations Plans, and various incident, support, and emergency support function plans.

Mr. Stanley previously worked as the Chief Planner with Chatham County Emergency Management Agency, gaining experience in coastal emergency planning. As the Chief Planner, Mr. Stanley regularly worked with local industry, the Ports Authority, the Army Corps of Engineers, US Coast Guard, and other local, state, and federal partners to ensure the community identified risk and mitigation actions through multi-jurisdictional all-hazard planning. He has extensive experience in Emergency Management and Fire Service Administration, is National Incident Management System (NIMS) certified, and has delivered hazard mitigation workshops at national emergency management conferences, local hurricane conferences, and the National Hurricane Conference.

Public Assistance Consulting

Witt O'Brien's specialized team of Public Assistance and grants management experts have demonstrated expertise in technical and strategic consulting services, project worksheet formulation, and the appeals process.

Valarie Philipp, Grants Project Manager

Ms. Philipp is a Recovery Manager for Witt O'Brien's and assists governmental clients with contract maintenance activities, planning and training initiatives, appeals resolution and FEMA grant and disaster closeouts as well as many other grants management functions. She is also working with local and state governments to prepare and update their Disaster Debris Management Plans and to properly procure vendors for pre-disaster contracts in order to conform to the FEMA Pilot Program guidelines to receive financial incentives resulting from the Sandy Recovery Improvement Act. Ms.

Ms. Philipp previously served as a Public Assistance Coordinator for the Florida Department of Transportation assisting with final inspections, appeals, grant reimbursements and DDIR preparation. She also represented the FDEM in Miami-Dade County for Public Assistance program activities for six disaster declarations which included 218 municipal and PNP Applicants with disaster funding needs totaling over \$560,000,000. In addition, Ms. Philipp assisted with the development of FEMA Public Assistance and FHWA Emergency Relief training materials for FDOT and Local Applicants, resulting in training over 3,000 local government representatives.

As a FEMA Technical Assistance Contractor, Ms. Philipp performed building damage assessments, prepared cost estimates, wrote Project Worksheets and managed Building Assessment Team members for disaster declarations 1545 and 1561 in Palm Beach County. She also assisted Applicants in Miami-Dade and Broward Counties for disaster declaration 1602 with debris removal project eligibility and funding obligation and managed debris specialists.

Vincent Giannoni, Senior Grants Management Specialist

Mr. Giannoni is an Emergency Management Consultant with Witt O'Brien's who has been involved in a number of high value Public Assistance projects (\$1-\$50 million) and responsible from project formulation with the applicant, to close-out. Prior to joining Witt O'Brien's Mr. Giannoni worked with FEMA and co-managed Orange County, NY, the fastest growing county in New York with 132 applicants, \$80 million in damages following the effects of two disasters. During Mr. Giannoni's tenure with FEMA he led a team of 14 project specialists and two team leaders. Mr. Giannoni was responsible for analyzing data from Preliminary Damage Assessments, scheduling and managing

Kick-Off meetings and Exit briefings, and educating the applicant on the program process, timelines, and eligibility.

Prior to his position as the Public Assistance Crew Leader within FEMA, Mr. Giannoni held several positions within FEMA including Project Specialist, Lead Closeout Specialist and several Public Assistance Crew Leader positions on temporary deployments. Within these positions Mr. Giannoni was responsible for reviewing financial projects, meeting with the applicants, assigning work, procuring information, preparing weekly reports, meeting with management to discuss disaster issues and meeting with the project officers frequently to provide direction as needed.

3. Technical Approach

3)

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

As the result of having successfully completed many complex and challenging disaster management and recovery projects, we have developed a sound project management approach which allows us to mobilize rapidly, adapt to fluid circumstances and challenges, implement our tested operating procedures seamlessly and provide our clients with the finest debris monitoring and federal grants management services available. We see our team as an extension and partner to the City's staff and serve to augment and strengthen your capabilities. Our approach is designed to allow us to coordinate and integrate rapidly and effectively with all participants in a major debris removal and grants management operation while maintaining the highest level of customer service and accountability, yet remaining flexible and scalable to allow us to adapt to ever changing project requirements.

The following sections describe our customized technical approach to fully respond to the services expected by the City. In an effort to exceed your expectations, we have also included details of our valued-added services where pertinent.

Disaster Debris Monitoring Services

Witt O'Brien's provides our clients with extensive disaster monitoring services. In the past 10 years we have routinely performed the specific services outlined in the RFP Scope of Services.

Pre-Hurricane Season Planning and Tabletop Exercise

Prior to any disaster event, Witt O'Brien's debris management and planning specialists will meet with the City's debris management team to strategize a response to a major debris generating event. Witt O'Brien's will develop debris forecasts based on various storm and disaster scenarios utilizing the Army Corps of Engineers debris forecasting model, historical data and other methodologies, in order to identify requirements for staffing levels, equipment, contracted services, temporary debris sites and final disposal.

Rapid Response Assurance

Witt O'Brien's prepositions assets at our various offices, maintains pre-assembled mobilization packages in trailers and our Mobile Command posts, keeps core management staff on standby, maintains a national emergency call center 24-hours a day and coordinates with our debris monitoring clients closely during storm season to ensure that lines of communication are always open. We have responded to hundreds of incidents on behalf of clients, always within hours of the event, or if we are requested to be on site prior to an anticipated event, we do that as well.

A Project Management team will arrive on-scene to assist the City within 24-hours of notification.

Additional management and monitoring staff will arrive as needed within 24 to 72 hours when local hiring and debris monitor training will commence.

Witt O'Brien's response and mobilization to any disaster event is initiated by the clients "Notice to Proceed," and we have never failed to respond to any of our many clients, no matter how many contracts are activated simultaneously. Our organizational approach to any disaster event follows Incident Command System (ICS) protocols for communications, documentation, span of command and control, asset allocation and personnel mobilization and engagement. We standardize

our response and project start-up procedures to ensure consistent and dependable results and regularly exercise response procedures to identify and rectify any deficiencies in the system prior to an actual activation.

Upon activation, an Incident Management Team, composed of a senior principal and regional managers oversees the call-up, mobilization, assignment and management of core project personnel and coordinates the logistics of equipment needs assessment, mobilization, transportation and set up. An internal Action Plan is developed for each team while communication protocols are initiated which require daily conference calls with core team members and senior management. Daily Situational Reports are prepared by each project manager, detailing staffing levels, client concerns, debris estimates and management issues, and sent to our Vice President of Debris Services, who in turn consults with our Senior Vice President of Disaster Recovery Services regularly to ensure that each project is adequately staffed, equipped and operating up to our high standards of service.

Response Times from Notice to Proceed

< 24 Hours: Rapid Response Team – Project Manager, Operations Manager, Clearance Monitors

< 48 Hours: Truck Certification Crew, Lead Supervisors, FEMA Program Consultant

< 72 Hours: Field and Site Monitors, Data Manager, Environmental Specialist

< 96 Hours: GIS Analyst, Data Entry Clerks, Billing/Invoice Analyst

Call Center Services and Public Information Emergency Response.



Figure 2: Witt O'Brien's Emergency Call and Incident Command Center. When time matters most, clients rely on our experienced individuals and watch standers. Our Command Center is operated by trained responders and is the first call for the majority of our clients.

Witt O'Brien's can set up a call center with a dedicated 1-800 number backed by our Emergency Call and Incident Command Center in Slidell, Louisiana operates 24/7/365 with a staff of 36 full-time professionals. The company's response services are supported by Witt O'Brien's proprietary automated ICS software, CommandPro®. CommandPro® is a web-based incident management software built by responders that streamlines the command and control processes. The system automates the generation of NIMS-compliant documentation in support of ICS compliance, and provides an automated ICS teaching tool that facilitates ICS/response training, drill planning and exercise documentation.

Daily Briefings

i.) Coordinating daily briefings, work progress, staffing, and other key items with the City

Our Project Manager and/or Deputy Project Manager will attend daily meeting with the City's Debris Manager and 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 in order to enhance safety, control costs, increase efficiencies or better comply with FEMA guidelines.

TDSRS Site Selection and Permitting

ii.) Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary

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 the City on obtaining all necessary environmental or other permits, in coordination with local and state environmental agencies. Our team would review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

Scheduling Work

iii.) Scheduling work for all team members and contractors on a daily basis

Debris operations can be the single most costly 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. A representative schedule of services to be provided by team members and contractors is listed below:

Service	Schedule
Pre-Event Coordination, Planning and Training	Prior to Storm Season
Post-Event Project Management	24 – 48 hours from a Notice to Proceed
Damage Assessments and Debris Quantity Estimations	24 – 48 hours
Debris Clearance Coordination and Monitoring	First 70 hours of clearance work
Truck Measurement and Certification	Within first two days, then as needed
Health and Safety/Quality Assurance Program	48 – 72 hours
Public Information	First two weeks
Hire and Train Local Debris Monitors	Within 48 hours, then as needed
Debris Management Site Establishment and Staffing	48 – 72 hours
Debris Collection Site Monitors	48 – 72 hours
Field Supervisors	48 – 72 hours
Roving Monitors	48 – 72 hours
Federal Aid Roadway Debris Removal Program	Week 3
Special Debris Program	Two – three weeks
Data and Document Management and Reporting	Within 48 hours and for project duration
Contractor Invoice Reconciliation	Within three days of receiving invoices
Final Pass Completion	Last weeks of debris collection operations
Mulch and Processed Debris Haul-out	Last two weeks
Debris Management Site Closure	After DMS cleared of debris
FEMA Claims Support	Project duration

Service	Schedule
Handover Final Deliverables	Project conclusion
After Action Report	Within 30 days of project completion

Hiring, Scheduling, and Managing Field Staff

iv.) Hiring, scheduling, and managing field staff

Witt O'Brien's responsibility to its disaster-affected clients 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 team 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 from our team. 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 the our client or our firm. The City would always have the ability to dismiss any of our field staff from the project, for any reason.

Monitoring Recovery Operations and Continuous Improvement

v.) Monitoring recovery contractor's operations, and making/implementing recommendations to improve efficiency and speed up recovery work

Witt O'Brien's is committed to customer service and project success. At the core of our project management 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 ticket completeness and accuracy from the first day of the program, by spot checking tickets in the field, reviewing them at the inspection towers and debriefing monitors at the end of the day to assess their performance and identify any issues. Our tower monitors and data entry staff also remain vigilant to load ticket errors or omissions and quickly report them to field supervisors, who in turn contact monitors and take corrective measures.

As an added measure, we frequently deploy trained roving monitors/quality control inspectors to assist in the identification and documentation of ineligible debris (such as land-clearing or construction waste), consult with FEMA debris specialist about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for "hot spots" and zone closure status. Their primary roles would be to ensure that only FEMA-eligible debris is collected and hauled and that removal contractors do not enter onto private property. Designated personnel

would 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 guidelines, confirm clearance of all roadways and map any remnants, and provide written confirmation of debris removal completion.

Periodically, a Witt O'Brien's project analyst would also perform internal project inspections on our documentation and data management functions to ensure full compliance with company standards, the City's requirements and federal reimbursement guidelines – in order to intercept and swiftly correct any potential deficiencies. We focus on the need to find better ways in which to operate and solve problems. A significant element of our success in this area is the commitment of both managers and line staff in continual process improvement. Witt O'Brien's fosters a communicative atmosphere among its deployed personnel, regularly holding meetings, conference calls, and other engagements to allow the assembled team to discuss issues they face in the field, and brainstorm on ways in which to address them that will result in more efficient and effective project delivery.

Public Information Emergency Response

vi.) Assisting the City with responding to public concerns and comments

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project and we will coordinate with the City to implement a Public Information Plan. We will work with the City 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 and other issues. Through our communications management software, PIER™, we can develop a web-based communications system that would allow the City to instantly and efficiently disperse information to any target audience including the community, media, elected officials, police and fire personnel, field staff, contractors, and federal authorities. We will also make staff available to the City to distribute and disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents.

Truck Measurement and Certification Program

vii.) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring

As the debris removal contractor's trucks and equipment begin to arrive at the disaster scene, Witt O'Brien's will initiate the truck measurement and certification program in coordination with the debris removal contractor, to accurately measure the volumetric capacity of each truck. We follow the latest FEMA 327 standards and methodologies for measuring and calculating the capacity of debris removal trucks. We will also provide FEMA 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 monitors/quality control inspector will also periodically spot check and re-certify trucks during the project in order to deter and detect fraudulent alteration of truck capacities or placards. In addition, the truck certification and measurement information is easily verified using our electronic debris management system, DebrisPro™.

Electronic Debris Management System

- viii.) Entering load tickets into a database application.
- ix.) Digitization of source documentation (such as load tickets)

Witt O'Brien's success in managing debris monitoring projects is based on our ability to provide responsive, efficient service. Our electronic debris management solution, DebrisPro™, is a securely hosted, multi-device supported, web-enabled system. It integrates the best of the breed technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office operations. DebrisPro™ provides a distributed as well as a central database-driven platform to create different rosters, manage contracts and contractors, load tickets, and deliver business results in a timely, productive, and customizable manner.

DebrisPro™ effectively captures field operations and synchronizes information to the central server over the internet. This allows leadership teams to view reports, charts, and summaries relevant to their level of authority through a web portal. The system automates the tracking, documentation and quantification of disaster debris. Our electronic, "ticketless" system collects data in the field through the use of smartphone or tablet devices which monitors use to capture data on each debris load. DebrisPro™ allows automatic integration of global positioning system (GPS) / geographic information system (GIS) data and streamlines the documentation and data collection process. 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.

Witt O'Brien's can warrant that our database of debris volumes, types, locations and removal costs would be sound, secure, and accurate and would allow the City and FEMA to easily review, validate and audit the project. Witt O'Brien's currently has on-hand over 150 electronic devices and enough portable printers to equip our field staff for this project. We can also acquire additional devices and printers quickly, to meet any additional operational demands that might arise.

Our electronic debris management system is designed to automate and streamline the tracking and documentation of all elements of debris removal work and costs, including for these operational and programmatic elements:

- Truck certifications
- Removal of hazardous stumps, leaning trees, hanging limbs
- Right of Way (ROW) debris removal
- Canal and waterway debris removal
- Federal Aid roadway debris collection for FHWA reimbursements
- Monitor hour and activity tracking
- Debris haul-out and disposal
- Private property debris removal

DebrisPro™ automatically loads all field data into our secure web-based data management program and allows real-time reports to be generated on any set of metrics for the debris projects.

Authorized client personnel can access their data using secure web portals and generate their own reports, while all data is stored on multiple redundant servers to ensure safety and security.



Figure 3: Using DebrisPro™ in the Field. Our electronic devices currently include the Nexus 7 tablets with 4G and Wi-Fi data connectivity. To provide for maximum scalability we can use nearly any Android or iOS device. We also have the capability of supplementing our device availability with a stock of ruggedized Motorola MC75 units.

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 of the detailed specifications found in the USACE electronic debris management system requirements.

Paper Load Tickets

If the City prefers paper load tickets, Witt O'Brien's is also proficient with the use of the standard paper load ticketing system. The paper load tickets would serve as the basis for payment for the removal contractors and would be carefully handled and managed by Witt O'Brien's. Load tickets would document and certify the loading location of the debris, its eligibility under FEMA guidelines and its type and quantity. Our Field Supervisors would 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. Each ticket would contain the following information:

- Prime, sub-contractors' and client's names
- Truck driver's name
- Truck number on the certification placard
- Time and date of both the loading and disposal of the debris
- Loading location (street name, nearest intersection and debris zone)
- Type of debris (i.e., vegetative, C&D, mixed, stump, hangers, leaners, white good, etc.)
- Diameter of tree stump
- Certified volumetric capacity of the truck in cubic yards
- Estimated percentage of capacity for the load
- Disposal site name or location
- Monitors' names and signatures for loading and disposal
- Ticket number (preprinted sequentially)
- Disaster number or name
- Federal Aid Roadway or other
- Pass number if on Federal Aid Roadway

Load Tickets would be in five carbonless copy parts:

- **Part 1** – Disposal Site Monitor (Client Copy)
- **Part 2** – Driver or Contractor's on-site representative (Contractor Copy)
- **Part 3** – Driver or Contractor's on-site representative (Contractor Copy)
- **Part 4** – Driver or Contractor's on-site representative (Contractor Copy)
- **Part 5** – Load Site Monitor (Witt O'Brien's Copy)

Witt O'Brien's would organize tickets by date and number and at the completion of the project would provide a full set of original (Part 1) tickets as well as scanned copies of each. All voided or lost tickets would also be logged for auditing purposes.

Daily Operational Reports

x.) Developing daily operational reports to keep the City informed of work progress

Daily detailed summaries of the previous day's debris removal activities and data would be provided to the City's Debris Manager by 10 A.M., which would 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

xi.) Development of maps, GIS applications, etc. as necessary

Witt O'Brien's 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 Witt O'Brien's 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.

Invoice Reconciliation and Final Payment Approval

Witt O'Brien's will reconcile each of the debris removal contractor's invoices and backup documentation with our independently maintained database of debris quantities and project costs. First, 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 then inspect and audit the invoice backup documentation to assure that it reconciles with our own data base for the specified time frame and work.

Any discrepancies are brought to the attention of the City immediately, in the form of an Invoice Discrepancy Report. Witt O'Brien's would coordinate with the contractor to resolve any discrepancies or disputes and, upon resolution, provide the client with a final reconciliation and payment approval report/letter, highlighting the target date for payment and any retainer or 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.

FEMA, FHWA, and NRCS Program Reimbursement Guidance

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 close scrutiny during the final inspection and closeout process. Our consultants are qualified to prepare Category A (debris removal and monitoring), debris-related Category B (debris clearance) FEMA Project Worksheets, FHWA Detailed Damage Inspection Reports, and other applicable reports.

Final Disposal Confirmation, Documentation, and Appeals Assistance

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 TDSRS, 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 of 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.

At the conclusion of the project, Witt O'Brien's would 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, Witt O'Brien's 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.

If appeals to decisions are necessary, we would also assist in drafting the appeals. We will use a team approach to appeals to leverage the broadest set of expertise possible. Our team will gather all of the relevant information for the appeal and craft arguments that can enhance the likelihood of achieving positive results.

Emergency Management Planning and Training

As a planning and training are two of our core services offerings, Witt O'Brien's is fully prepared and capable of provide the emergency management planning and training services listed in the RFP Scope of Services.

Emergency Management Plans

i.) Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review and revisions.

Witt O'Brien's helps ensure that clients are fully prepared to meet the challenges of crises and disasters of any kind. Our all-hazards approach helps clients prepare for a single event or threat with a customized program to ensure an adequate state of preparedness. Our decades of experience in all phases of emergency management and plan development provide clients with the knowledge and support they need to develop and refine plans and procedures that are compliant with the National Response Framework, National Incident Management System (NIMS), and other federal guidance.

Continuity of operations planning is vital to ensuring that essential functions and services are continued with minimal or no disruption and that government is maintained throughout any type of disaster. Witt O'Brien's has been on the ground with state and local government during and after disasters. We assist with identification of essential functions and services, critical staff and resources, vital records and database requirements, and in planning for resumption of critical functions on site or at alternate facilities.

Mitigation Programs

ii.) Comprehensive mitigation programs to include development of mitigation plans(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

Witt O'Brien's provides unrivaled assistance in identifying risks, planning to reduce future losses, and implementing comprehensive mitigation solutions. We understand that hazard mitigation solutions must have broad-based involvement and commitment to be effective. We are adept at team building and know how to foster efforts through our comprehensive understanding of all federal and state mitigation rules and regulations, environmental/historic considerations, hazard identification and risk assessment, benefit-cost analysis (BCA), federal planning requirements, and project management capabilities.

Debris Management Plan

iii.) Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

Debris operations can be the single most costly task associated with a disaster. Developing a debris management plan is a vital step for state and local governments to ensure the efficient implementation of debris operations and maximizing of reimbursement for a federally declared disaster.

Witt O'Brien's electronic debris management solution, DebrisPro™, is a securely hosted, multi-device supported, web-enabled system. It integrates the best of the breed technology, tools, server infrastructure, handheld devices and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office operations. DebrisPro™ provides an effective way to capture field operations and synchronize information over the internet. This allows leadership teams to view reports, charts, and summaries relevant to their level of authority through a web portal.

We will develop or modify the City's debris management plan, including identification of an adequate number of TDSRS locations. We can also perform a comprehensive review of all existing internal policies, guidelines, and emergency response and recovery plans. Witt O'Brien's will also participate in the pre-hurricane season tabletop exercise with the contract holder's debris removal contractor and relevant departmental personnel in order to plan and strategize for various disaster scenarios.

Witt O'Brien's can also train the City's staff, contractors, and Witt O'Brien's personnel on plan implementation; City ordinances and codes; and FEMA debris operations, eligibility guidelines, and monitoring techniques. Our training program combines real-world experience with innovative emergency management solutions.

Procurement Assistance

iv.) Procurement assistance for debris removal contractors and other services as requested

Witt O'Brien's can provide the City with professional consultants to work with the City 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, and the review and reconciliation of financial documentation to ensure eligibility and promote the timely and complete reimbursement of funds.

Project Management

v.) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels

Witt O'Brien's can assist the City with the formulation of all permanent work project as detailed more in the subsequent Scope of Work section on Public Assistance Consulting Services. We can also provide overall management of the recovery and reconstruction process to ensure that the City's needs are being met, that the overall project scope is adhered to or modified as policy allows and that all City stakeholders associated with Task Force teams, Commissions, Boards and Panels are advised of the processes as necessary.

Crisis Communications

vi.) Technical support and assistance in developing public information

In an emergency, timely communication with your employees, stakeholders, investors, the media, and the public is crucial. You cannot afford to miss the first opportunity to communicate. Our key communications include vulnerability assessments, communications and crisis plans, crisis management training and coaching, spokesperson and public engagement training, social media strategies, daily public affairs and issue management support, 24/7 media inquiry response coverage, and technology solutions.

Other Emergency Management Services

vii.) Other training and assistance as requested by the City

viii.) Other reports and data as required by the City

ix.) Other emergency management and consulting services identified and required by the City

Training and Exercises

Witt O'Brien's provides a complete suite of standard training offerings that include organizational leadership, compliance, command and control, and functional needs. We have assembled a staff of nationally recognized trainers; former State Emergency Management Training Officers; an original author of NIMS/ICS; and reputable training personnel in mitigation, recovery, and regulatory compliance. We stand alone when it comes to our ability to provide emergency management, disaster management, and risk reduction training.

With extensive real-life experience in actual crisis and emergency response management, Witt O'Brien's offers a number of domestic and international exercises and drills. Our expertise includes

design and execution of drills, tabletop, functional, and full-scale exercises that meet and exceed the Homeland Security Exercise and Evaluation Program (HSEEP) standards, along with such programs as the National Preparedness for Response Exercise Program (NPREP) and the training reference for Oil Spill Response Guidelines for all-risk exercises. We specialize in the integration of public and private-sector players in our exercises.

Enterprise-Wide Emergency Management Services

Witt O'Brien's emergency management services span the entire organization. When our clients are faced with a crisis or disaster of any kind, our enterprise-wide approach to emergency management ensures that our clients are fully prepared, effectively respond, appropriately communicate, and fully recover.

Prepare. Preparation is the key to any organization's success. Witt O'Brien's offers a complete range of planning, mitigation, and prevention services to better prepare you before an emergency happens. Witt O'Brien's regulatory compliance experts provide comprehensive health, safety, environmental, and security regulatory consulting, planning, and program management services. These services range from on-call consulting to full-scale program development.

Respond. When it's time to act, don't simply react. No commercial organization responds to more events than Witt O'Brien's. We provide our clients with a full suite of services to help make their response to disasters and emergencies more efficient and effective. Our team of response experts can provide staff to augment existing organizations or provide turn-key response capability, depending on individual circumstances or needs.

Recover. Recovering from a disaster is never easy, but we will make it easier. Recovery is highly complex, often taking months or years to implement and taxing existing staffing and resources. Witt O'Brien's helps you and your stakeholders organize and plan for recovery. Our team of experts understands what can be expected from and leverage resources from government sources (federal, state, and local), NGOs, and the private sector to achieve results and maximize opportunities.

For long-term recovery projects, our team can assist you in coordinating the complex array of federal and state programs to address complex issues such as housing restoration, business and economic redevelopment, infrastructure, social services, risk reduction, communications, and public involvement challenges. And we can draw upon our team's expertise to help you design and implement innovative recovery programs to meet your needs.

Public Assistance Consulting Services

Witt O'Brien's is fully prepared and capable of providing the Public Assistance consulting services listed in the RFP Scope of Services.

Eligible Emergency and Permanent Work:

i.) Identification of eligible emergency and permanent work (Category A-G)

Witt O'Brien's will engage the City 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.

Assessing Damaged Properties

ii.) Damage Assessment

Witt O'Brien's engineers, insurance specialists and other damage assessment representatives support clients by conducting onsite evaluation of damaged properties and create detailed written estimates of damages. We also support engineering and consulting firms that may represent the City on certain assets or infrastructure type.

Immediate Needs Funding

iii.) 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

iv.) Prioritization of recovery workload

After a disaster event, the Witt O'Brien's Project Managers will set up a kickoff meeting to meet with the City's leadership and 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. Our SharePoint sites have been successful tools to manage and provide visibility into projects by providing:

- **Accessibility** – All team members have full visibility on the status of all projects that have been submitted
- **Document Repository** – Ability to store all completed projects in a sortable, filterable manner
- **Charts/Reporting** – Ability to display scorecard charts with live data
- **Team Calendar** – Calendar to track meetings and time off for all of the Witt O'Brien's Team

- **Daily Activity Report** – Report by team member populated daily with anticipated workload for the day, created as a management tool to track workloads, prioritize resources and allow visibility on issues
- **406 Mitigation Tracker** – Tracks current status of all 406 Mitigation projects
- **Alternate/Improved (A/I) Tracker** – Tracks current status of all A/I projects
- **Cost Analysis Tracker** – Tracks current status of all Cost Analysis projects
- **Direct Administrative Costs (DAC) Surveys/Correspondence** – Tracks all correspondence in regards to the DAC Incentive
- **Environmental/Historical Tracker** – Tracks all projects with Environmental/Historical concerns and their corresponding findings, issues and comments
- **ICC Tracker** – Tracks the status of all ICC requests
- **Insurance Issues Tracker** – Tracks all insurance issues and their current status
- **Time Extension Tracker** – Tracks written time extension requests that need to be entered forwarded to FEMA. This also tracks the assignments for any Requests for Information (RFIs) requested by FEMA to support time extensions

Insurance Recovery Services

v.) Loss measurement and categorization

vi.) Insurance evaluation, documentation adjusting and settlement services

Witt O'Brien's team includes insurance and risk management professionals have experience in reviewing and applying insurance benefits to specific projects in the FEMA public assistance process. These professionals will review the determinations made 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 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 client advising them of the settlement status
- Expedite the claim recovery process in order to avoid shortfalls of cash flow
- Negotiate a favorable settlement (with the City's approval)

Project Worksheet Generation and Review

vii.) 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 60,000 Project Worksheets since 2001 (valued at more than \$15 billion), and on more than 3,000 Hazard Mitigation Grant Program

projects (totaling more than \$3 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, 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, and appeals that are well thought out, grounded in sound logic and reasoning, and which have an established basis in governing policies, laws and regulations.

FEMA, FHWA, and NRCS Reimbursement Support

viii.) FEMA, FHWA and NRCS reimbursement support

As FEMA will not reimburse expenditures for the removal of debris or for permanent restoration projects which are eligible for funding under any other federal or state disaster recovery grant programs, it is imperative from the beginning of the response and recovery phases to track and document costs accurately and separately - in particular for the FHWA Emergency Relief (ER) Program. During pre-event planning meetings, Witt O'Brien's will work with the City to review FEMA and FHWA guidelines for debris removal and permanent restoration and identify roadway sections within the affected jurisdiction that are designated as part of the Federal Aid System. During debris operations, our monitors would be supplied with maps which clearly delineate Federal Aid System roads and would track first pass debris clearance and removal costs from these roads carefully. Witt O'Brien's would provide a summary and backup documentation of FHWA-eligible costs, sufficient to support ER Program debris removal and permanent restoration damages and potential claims.

Staff Augmentation

ix.) 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.

Inspections and Damage Assessment

x.) Interim inspections, final inspections, supplemental Project Worksheet generation and final review

Witt O'Brien's can work with staff in the various city departments and their consultants to determine exactly what the City has done or wants to do to address damages. Sometimes the best solution is not to rebuild the facility as it was, but to improve it or pursue alternatives. With this information in hand, we can work with city personnel to evaluate damaged facilities with an eye toward identification of eligible damages and strategizing about ways to incorporate as many of the related costs as possible to achieve the City's vision for recovery as it relates to that project. This may even include the identification of opportunities to pursue code upgrades or the addition of Section 404 or 406 hazard mitigation funds to make the repaired facility less susceptible to damages in the future. Witt O'Brien's will then help prepare the PWs for both large and small projects (or can work with FEMA on their development), using City provided information and documentation, so as to maximize reimbursement potential and to create documentation that is less likely to result in unnecessary delays in payment from FEMA and the State of Florida.

Witt O'Brien's can also provide in-house building estimators and industrial specialists to complete an inventory of business and personal property, including fixtures and equipment, and develop specifications for the complete restoration and repair of all damaged facilities. These specifications will include local labor and material costs as well as any issues resulting from code upgrades since properties were constructed. Our experts will work with those of the insurance company from the beginning of the adjustment process and with FEMA in order to determine potential issues and resolve them as soon as possible. This early dialogue has the benefit of providing an opportunity for our experts to build a relationship with all parties, perhaps encouraging rapid resolution to future disputes.

Appeal Services and Negotiations

xi.) 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 City, 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 City 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 City 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 City extensive legal and regulatory background to craft a response that maximizes the likelihood of appeal approval.

Witt O'Brien's also takes the approach that every action of an Appeals Specialist may end up as a consideration in the appeals or arbitration processes, and may impact the eventual outcome.

Reconstruction and Planning

xii.) 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.

Final Review

xiii.) 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 anticipates being able to provide a report within thirty 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. 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.

4. Cost Proposal

4)

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

The completed Cost Proposal Form/Fee Schedule is contained below and an additional page of "Other Suggested Positions" is presented on the following page.

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ 68.00
Operations Managers	160	\$ 58.00
GIS Analyst	16	\$ 50.00
Field Supervisors	670	\$ 49.00
Debris Site/Tower Monitors	390	\$ 32.50
Environmental Specialist	16	\$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ 32.50
Field Coordinators (Crew Monitors)	1,740	\$ 32.50
Load Ticket Data Entry Clerks (QA/QC)	750	\$ 25.00
Billing/Invoice Analysts	40	\$ 35.00
Data Manager	16	\$ 55.00
Public Assistance Coordinator	80	\$ 115.00
FEMA/FHWA Specialist	40	\$ 98.00

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.

Other Suggested Positions

<u>Position</u>	<u>Hourly Rate</u>
Grants Project Manager	\$168.00
Senior Grant Management Consultant	\$137.00
Hazard Mitigation Specialist	\$137.00
Senior Planner	\$160.00
Planner	\$120.00
Senior Insurance Specialist	\$150.00
Insurance Resolution Specialist	\$150.00
Insurance Estimator	\$135.00
Office/Clerical	\$ 25.00

5. Attachments

5)

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable-- (<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>) and any other attachments pertinent to your response.

The following attachments are provided in this section:

- Witt O'Brien's State of Florida Certificate of Status
- 2010 State of Florida Certification to Do Business
- 2014 State of Florida Change of Name Acknowledgement

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, 2014, that its most recent annual report was filed on April 9, 2014, and 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 Twenty-fourth day of April,
2014*



Ken Detjen
Secretary of State

Authentication ID: CU2983674749

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

<https://efile.surpbiz.org/certauthver.html>

850-617-6381

7/15/2010 8:52:09 AM PAGE 1/001 Fax Server



July 15, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WITT GROUP HOLDINGS, LLC
1501 M STREET NW, 5TH FLOOR
WASHINGTON, DC 20005

Qualification documents for WITT GROUP HOLDINGS, LLC were filed on July 14, 2010, and assigned document number M10000003124. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H10000161025.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-4933 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Carolyn Lewis
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 010A00017175

P.O. BOX 6327 - Tallahassee, Florida 32314

850-617-6381

1/10/2013 8:52:14 AM PAGE 1/001 Fax Server



January 10, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WITT O'BRIEN'S LLC
1501 M STREET NW, 5TH FLOOR
WASHINGTON, DC 20005

Re: Document Number M10000003124

The Amendment to the Application of a Foreign Limited Liability Company for WITT GROUP HOLDINGS, LLC which changed its name to WITT O'BRIEN'S LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on January 8, 2013.

This document was electronically received and filed under FAX audit number H13000005575.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Neysa Culligan
Regulatory Specialist II
Division of Corporation

Letter Number: 813A00000709

P.O BOX 6327 - Tallahassee, Florida 32314

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Witt Group Holdings, LLC
Name of Foreign Limited Liability Company

Dear Sir or Madam:

The enclosed application, certificate and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Nathan Weinman

Name of Person

Witt O'Brien's, LLC

Firm/Company

1501 M Street, NW, 5th Floor

Address

Washington, DC 20005

City/State and Zip Code

nweinman@wittassociates.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nathan Weinman

at (202) 585-0780

Name of Person

Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

- ☒ \$25 Filing Fee ☐ \$30 Filing Fee & Certificate of Status ☐ \$55 Filing Fee & Certified Copy ☐ \$60 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: Witt Group Holdings, LLC
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 07/14/2010

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? 12/31/2012
5. New name of the limited liability company: Witt O'Brien's, LLC
(must end with "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must end with "Limited Liability Company," "L.L.C." or "LLC.")
6. If the amendment changes the period of duration, indicate new period of duration:

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment corrects any false statement, indicate the statement being corrected and the correction: _____

9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.


Signature of a member or the authorized representative of a member

James Lee Witt
Typed or printed name of signer

Filing Fee: \$25.00

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WITT GROUP HOLDINGS, LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "WITT O'BRIEN'S, LLC", THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2012, AT 1:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2012.

4747719 8320

130011172

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0116488

DATE: 01-03-13

6. Initialed City Documents or Forms

6)

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

The following documents are included in this section:

- Proposal Signature Page
- Vendor Certification Regarding Scrutinized Companies List
- RFP Pages Initialed
 - Cover Page
 - RFP Pages 1-18
 - Addendum 1

PROPOSAL SIGNATURE PAGE
RFP E-67-14, Disaster Recovery Management Services

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Donald Costanzo Title Senior Vice President

Company (Legal Registered) Witt O'Brien's, LLC

Federal Tax Identification Number 27-2783923

Address 1501 M Street NW, 5th Floor

City/State/Zip Washington, DC 20005

Telephone No. 202-585-0780 Fax No. 202-585-0792

Signature [Signature] Date 8/25/14

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. 1 Date Issued 8/29/14

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Witt O'Brien's, LLC

Vendor FEIN: 27-2783923

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 

Authorized Signature Print Name and Title: Donald Costanzo, Senior Vice President



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-67-14**

DISASTER RECOVERY MANAGEMENT SERVICES

**RFP OPENING: September 4, 2014, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

August 7, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-67-14
Disaster Recovery Management Services

The City is seeking proposals from qualified firms to provide disaster recovery management services to the City on a stand-by basis.

The City will receive sealed proposals until 2:00 p.m. (local), September 4, 2014, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City requires disaster recovery management services to support the oversight and management of debris recovery contractors, emergency planning, training and public assistance consulting services as outlined below. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the City. Other services may include, but are not limited to, facilitating communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

1. Scope Of Services

- A. **Disaster Debris Monitoring Services** - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:
- i. Coordinating daily briefings, work progress, staffing, and other key items with the City.
 - ii. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
 - iii. Scheduling work for all team members and contractors on a daily basis.
 - iv. Hiring, scheduling, and managing field staff.
 - v. Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
 - vi. Assisting the City with responding to public concerns and comments.
 - vii. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
 - viii. Entering load tickets into a database application.
 - ix. Digitization of source documentation (such as load tickets).
 - x. Developing daily operational reports to keep the City informed of work progress.
 - xi. Development of maps, GIS applications, etc. as necessary.

RFP E-67-14

Page 1

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

- i. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- ii. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- iii. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- iv. Procurement assistance for debris removal contractors and other services as requested.
- v. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- vi. Technical support and assistance in developing public information.
- vii. Other training and assistance as requested by the City.
- viii. Other reports and data as required by the City.
- ix. Other emergency management and consulting services identified and required by the City.

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

- i. Identification of eligible emergency and permanent work (Category A-G);
- ii. Damage Assessment;
- iii. Assistance in attaining Immediate Needs Funding;
- iv. Prioritization of recovery workload;
- v. Loss measurement and categorization;
- vi. Insurance evaluation, documentation adjusting and settlement services;
- vii. Project Worksheet generation and review;
- viii. FEMA, FHWA and NRCS reimbursement support;
- ix. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- x. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- xi. Appeal services and negotiations;
- xii. Reconstruction and long-term infrastructure planning; and
- xiii. Final review of all emergency and permanent work performed.

2. Tasks/Deliverables

Specific tasks and/or deliverables are as outlined in the scope of services above.

3. Term of Contract

The proposed stand-by contract will be for a term of five (5) years.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business

Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

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

5. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departments/directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

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

6. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe

or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

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

Title page:

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

Table of Contents:

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

Letter of Transmittal:

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

Technical Proposal:

Elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. If the paper bid must be bound by means other than a staple, the City prefers that a three ring binder be used. Unless specifically requested in the solicitation, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding and other extraneous presentation materials are neither necessary nor desired.

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Qualifications of the Firm

- A) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will be considered regardless of the actual tenure with the proposing firm. The City will accept and consider proposals from all firms with professionals that meet the qualifications defined in the Technical Proposal section of the RFP. Resumes must be provided. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
- i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - ii. Documented knowledge and experience coordinating with Federal, State

- and Local emergency agencies.
- iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
 - iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
 - v. Discussion of specific instances in the last ten (10) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the firm or its personnel assisted in resolving said disputes to the advantage of the client. Please indicate client name(s) and disaster to which this may have related. In addition, please discuss instances in the last ten (10) years whereby you were engaged for the scope of services herein, whereby a client may have been required to return federal or state funding.
 - vi. Discussion of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.
- B) Provide at least five (5) references for which the firm has performed services over the past 10 years, which are similar to the requirements in the Scope of Services. Three (3) of the references shall be from local government entities that include hurricane debris monitoring experience involving a minimum of 250,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

Tab 2: Qualifications of Staff

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two (2) local governments involving a minimum of 250,000 cubic yards of debris for each client.
- ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and

hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Tab 3: Technical Approach

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City.

Tab 4: Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the form for the labor positions listed. All non-labor projected costs will be billed to the City at cost, without markup. Supporting documentation must be submitted for such expenses.

COST PROPOSAL FORM/FEE SCHEDULE

Positions	Estimated Monthly Hours (1)	Hourly Rate
Project Manager	80	\$ _____
Operations Managers	160	\$ _____
GIS Analyst	16	\$ _____
Field Supervisors	670	\$ _____
Debris Site/Tower Monitors	390	\$ _____
Environmental Specialist	16	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	870	\$ _____
Field Coordinators (Crew Monitors)	1,740	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	750	\$ _____
Billing/Invoice Analysts	40	\$ _____
Data Manager	16	\$ _____
Public Assistance Coordinator	80	\$ _____
FEMA/FHWA Specialist	40	\$ _____

NOTE:

(1) Estimated hours are NOT intended to represent the actual contract amount, but are an estimate of a typical work month and will be used for the sole purpose of evaluating proposals.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points. When using this formula, a Proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible Proposer, shall result in receiving zero points for cost.

REGARDING PRICE: The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

2nd Lowest Proposer:

2nd lowest cost – lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points – Z = points assigned to 2nd Lowest

Example:

Lowest cost = \$1000 2nd lowest cost = \$1250 Total available points = 15

$1250 - 1000 = 250$

$250 / 1000 = .25$

$.25 \times 15 = 3.75$

$15 - 3.75 = 11.25$ points to 2nd lowest bidder

Tab 5: Attachments

Insert proof of being licensed to do business in the State of Florida. A printout from the Florida Department of State sunbiz website is acceptable-- (<http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>) and any other attachments pertinent to your response.

Tab 6: Initialed City Documents or Forms

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated, as well as any required addendum acknowledgement forms.

YOUR OVERALL SCORE DEPENDS ON
HOW THESE ITEMS ARE ADDRESSED.
IF LITTLE OR NO INFORMATION IS PROVIDED,
YOUR PROPOSAL SHALL NOT
BE FAVORABLY CONSIDERED.

7. Insurance

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

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

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

☐ comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX umbrella form	bodily injury and property damage		
XX other than umbrella	combined	\$2,000,000.	\$2,000,000.

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

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

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

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Qualifications and Experience Firm & Staff qualifications and previous related work experience in the subject area. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History of any litigation within the past five (5) years arising out of your firm's performance as it relates to the scope of services being solicited herein.	0-40
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
3.	Technical Approach Firm's technical approach to perform scope of services requested to include procedures, methodologies, resources, systems etc.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

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

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

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

9. Hold Harmless and Indemnification

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

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Contract Terms

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

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

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

16. Waiver

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

17. Survivorship Rights

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

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

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

19. Manner of Performance

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

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

20. Acceptance Period

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

21. RFP Conditions and Provisions

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

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

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

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

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

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

22. Standard Provisions

a. Governing Law

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

b. Conflict Of Interest

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

c. Drug Free Workplace

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

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

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

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

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

i. Composition Of Project Team

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

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

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

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP E-67-14, Disaster Recovery Management Services

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

Authorized Signature Print Name and Title: _____



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

August 29, 2014

ADDENDUM #1, RFP E-67-14

DISASTER RECOVERY MANAGEMENT SERVICES

To Whom It May Concern,

Please review the following question submitted by potential bidders, and the answer from the City.

Q1: Is everything that is required of the Prime contractor also required from the subcontractors? For example, do the prime and any/all subs need to each provide 5 references or do you require a total of 5? Do the prime and subs have to initial and submit each page of the RFP?

Response: On page 4 of the RFP document, Tab 1 of section 6 is defined as "Qualifications of the Firm," so only the prospective prime contractor must comply with the proposal submittal requirements.

Q2: "Only past experience as the prime contractor with local governments will be considered" Does this mean that only the Prime on this response can provide relevant experience OR you must have been the Prime on previous experience that you submit?

Response: You must have been the Prime on previous experience that you submit.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Bidders must submit their bid with the revised information. Acknowledge receipt of this Addendum on Page 17 of the RFP.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), September 4, 2014.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English
Purchasing Agent

cc: website
file

UP Initial