RESOLUTION NO. 2014-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $13,319; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and,

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending July 31, 2014, in the amount of $13,319.00; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval.** The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of $13,319.00, copies of which are attached, are approved for payment.

Section 3. **Effective Date.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ___ day of September, 2014.

Attest: _____

Meighan Alexander
Village Clerk

_____

Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Tim Schaffer ____

Council Member Joan Lindsay ____

Vice-Mayor John DuBois ____

Mayor Shelley Stanczyk ____

Lehtinen Schultz Riedi Catalano Fuente

1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

July 2014
Village of Palmetto Bay

Statement Period: **July 2014**
Client: Village of Palmetto Bay, Florida

Date	Individual	Subject	Time
		General Government	
7-2	DL	Discussion with Mayor, Clerk, other officials regarding Charter amendments, petitions; review and discussion of festival issues (permits, potential trespass, etc)	1.9
7-3	DL	Meeting with Deputy Clerk regarding Charter amendments; meeting with Palmetto Bay citizen regarding petition procedures	2.0
7-7	DL	Meet with Village Clerk to sign items, discuss and review Charter amendment procedures; meeting of Village Council; prepare for meeting	4.6
7-8	DL	Meeting with Village Clerk's office regarding Clerk duties	1.2
7-10	DL	Meet with Clerk regarding Charter amendments and other matters; reviewe Village Code, County Charter, state law regarding municipal governance and charters	1.8
		Zoning	
7-8	DL	Discussion with Planning and Zoning Dept Director regarding old Burger King property; review of materials related to re-zoning and Comprehensive Plan amendments	2.6
7-9	DL	Review and study historical documents regarding land use restrictions on old Burger King property	1.9
7-2	CR	Call from Mayor regarding allowed actions on public property during July 4th festival; confer with Lehtinen	0.4

(continued)

Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

July 2014
Village of Palmetto Bay

(continued – page two)

Zoning (continued)

7-10	DL	Analyze legal issues regarding amendments to zoning and Comprehensive Plan (FLUM)/Future Land Use Map); meet with Planning and Zoning Dept	3.3
7-11	DL	Review site plan amendment issues regarding Palmer Trinity School	2.8
7-17	DL	Analyze sschool ite plan and old Burger King property legal issues (including covenants limiting zoning change applications and buffer zone language	3.1
u			
7-20	DL	Prepare for Council zoning hearings re: old Burger King property and Palmer Trinity School; review staff reports and resolutions	3.6
7-21	DL	Meeting of Land Planning Agency; meeting of Village Council regarding zoning (old Burger King property along Old Cutler Road and Palmer Trinity site plan amendments prepare prior to meeting; discussions prior to meeting	9.9

Litigation

7-11	CR	Prepare answer to Ben Tov foreclosure complaint and counterclaim in federal court; file same	1.8

Total Feess

Monthly total hours.....40.9
Total fees due (@ $190/hour.....$7,771

(continued)

Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

July 2014
Village of Palmetto Bay

(continued – page three)

Expenses

7-7	DL	Reimbursable expenses: postage charges	$ 9
7-11	DL	Reimbursable expenses: postage charges	$ 0.50
7-16	DL	Reimbursable expenses: postage charges	$ 0.50

Total Reimbursable Expenses.....$ 10.00

Total Amunt Due (Feess and Expenses)

Total Fees.....$7,771

Expenses (rounded to nearest dollar).....$ 10

Total amount due (fees and expenses).....$7,781

DL = Dexter Lehtinen
CR = Claudio Riedi
JC = John Catalano
BF = Bob de la Fuente

Lehtinen Schultz Riedi Catalano Fuente

1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

June 2014
Village of Palmetto Bay

Statement Period: **June 2014**
Client: Village of Palmetto Bay, Florida

Date	Individual	Subject	Time
		General Government	
6-2	DL:	Meeting of Palmetto Bay Village Council; prepare for meeting	4.5
6-18	DL	Village Council Committee of the Whole meeting; prepare for meeting; confer with officials prior to meeting	3.7
6-23	DL	Special Meeting of Village Council; prepare for meeting; confer with officials prior to meeting	4.1
6-27	DL	Conferences with Village officials (Clerk, Mayor, others) re: Charter amendments procedures, general Village business	2.2
		Zoning	
6-11	DL	Attend Community Zoning Meeting at Palmer Trinity School (held pursuant to Village Code); discussion with Village officials and applicant prior to meeting	2.1
6-18	jc	Work on matters relating to South Motors (easement, site plan, etc); communicate with R. Lujan	0.5
6-19	DL	Study and analyze Village zoning code and Charter provisions regarding land use	2.8
6-25	JC	South Motors issues; telephone call with J. Loumiet; mark up unity of title ands transmit to attorney	1.3
6-27	DL	Discussion with Planning/& Zoning Dept (Darby) re: Palmer Trinity School zoning matters, other issurs	1.9

(continued)

Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

June 2014
Village of Palmetto Bay

(continued – page two)

Litigation

6-9	DL	Analysis and review of pending Palmer Trinity litigation and relationship to pending zoning applications; analyze cases	3.7
6-20	DL	Continued analysis of potential issues in litigationm and possible interpretation of case law	2.3

Total Feess

Monthly total hours.....29.1
Total fees due (@ $190/hour.....$5,529

Expenses

6-11	CR	Reimbursable expenses: computer research costs	$ 2.99
6-22	CR	Reimbursable expenses: postage	$ 6.21

Total Reimbursable Expenses.....$ 9.20

Total Amunt Due (Feess and Expenses)

Total Fees.....$5,529

Expenses (rounded to nearest dollar).....$ 9

Total amount due (fees and expenses).....$5,538

DL = Dexter Lehtinen
CR = Claudio Riedi
JC = John Catalano
BF = Bob de la Fuente

ITEM 6B

To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: Selection of Firm to provide Disaster Debris Monitoring and Management Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REQUEST FOR PROPOSAL NO. 1314-11-009 DISASTER DEBRIS MONITORING SERVICES; APPROVING THE SELECTION OF WITT O'BRIEN'S, LLC TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH WITT O'BRIEN'S, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay may experience destruction of properties resulting from hurricanes, floods, tornadoes, and other weather related events as well as other natural disasters. The Village approved the selection of three (3) contractors (Bergeron Emergency Services, LLC, DRC Emergency Services, LLC, and Ceres Environmental Services, Inc.) to provide expedited response to post-storm recovery clean-up in advance of the need for emergency debris removal services via Resolution No. 2014-47. Contracting for labor and equipment may be necessary if the magnitude of the emergency operation is beyond the capabilities of municipal resources, State resources, mutual aid agreements and volunteer labor and equipment.

The Village has the primary responsibility for monitoring its contracted debris removal operations. Federal Emergency Management Agency (FEMA) requires municipalities to have a Disaster Debris Management Plan and an agreement in place to manage and monitor the contracting for debris removal services and to clearly outline debris monitoring requirements in their debris management plan, requests for proposals (RFPs), and debris removal contracts.

On June 30, 2014, the Village issued Request for Proposal (RFP) No. 1314-11-009 for Disaster Debris Monitoring Services for the period of three (3) years, with the option to allow for the Village, at its sole discretion, to extend the agreement for an additional two (2),

one-year terms. The RFP was advertised in the *Miami Daily Business Review* on June 30, 2014. Responses were received from two (2) contractors. The firms submitting proposals were: True North Emergency Management, LLC (Fort Worth, TX) and Witt/O'Brien's, LLC (FT. Lauderdale, FL).

A selection committee was established to evaluate and make recommendations regarding RFP No. 1314-11-009 proposal submittals. The selection committee individually evaluated the bid packages and summarized the submittals based on pricing, qualifications, scope of services/methodology and approach, and references. After a thorough analysis of the responses, the selection committee recommends that it is in the best interest of the Village to select the highest ranking firm in accordance with the attached evaluation tabulation for the purpose of providing the Village with disaster debris monitoring and management services. The firm recommended, Witt O'Brien's, LLC, has been involved in a number of significant disasters since 2001. Witt O'Brien's has the capacity and ability to mobilize rapidly to any disaster that may impact the Village and assures the Village that it can successfully staff the Village needs while deploying to multiple debris monitoring contracts simultaneously.

During the administrative evaluation of the bid submittals for RFP No. 1314-11-009, it was found that Witt O'Brien's, LLC, was the highest ranking firm. This firm submitted the most responsive and responsible proposal that detailed a comprehensive plan with exceptional references, licenses, procure superior qualifications, knowledge, and experience in providing disaster debris monitoring and management services. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

The Administration is requesting authorization from the Village Council for the Village Manager to execute an agreement with the highest ranking firm, Witt O'Brien's, LLC, which submitted the most responsive and responsible proposal for disaster debris monitoring and management services in accordance with RFP No. 1314-11-009. The term of the agreements shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend the agreements for an additional two (2), one year (12 month) terms.

FISCAL/BUDGETARY IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO REQUEST FOR PROPOSAL NO. 1314-11-009 DISASTER DEBRIS MONITORING SERVICES; APPROVING THE SELECTION OF WITT O'BRIEN'S, LLC TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH WITT O'BRIEN'S, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay may experience destruction of properties resulting from hurricanes, floods, tornadoes, and other weather related events as well as other natural disasters; and

WHEREAS, in the event of a major disaster, the Village will need a firm that is capable of managing and monitoring debris removal contractors during post-storm recovery clean-up; and

WHEREAS, Federal Emergency Management Agency (FEMA) requires municipalities to have a Disaster Debris Management Plan and an agreement in place to manage and monitor the contracting for debris removal services; and

WHEREAS, on June 30th, 2014, the Village issued a Request for Proposals (RFP) No. 1314-11-009 for Disaster Debris Monitoring Services for the period of three (3) years; and

WHEREAS, the RFP was advertised in the *Miami Daily Business Review* on June 30th, 2014; and

WHEREAS, responses were received from two (2) firms; True North Emergency Management, LLC (Fort Worth, TX) and Witt O'Brien's, LLC (FT. Lauderdale, FL), which were opened on July 30, 2014 at 3:00 PM; and

WHEREAS, A selection committee was established to evaluate and make recommendations regarding RFP No. 1314-11-009 proposal submittals; and

WHEREAS, after a thorough analysis of the responses, the selection committee recommends that it is in the best interest of the Village to select Witt O'Brien's, LLC, the highest ranking firm in accordance with the attached evaluation tabulation for the purpose of providing monitoring and management services for post-storm debris removal/cleanup; and

WHEREAS, Witt O'Brien's, LLC submitted the most responsive and responsible proposals that detailed a comprehensive plan with exceptional references, licenses, procure superior qualifications, knowledge, and experience in the area of debris monitoring and management; and

WHEREAS, the selection committee recommends award to Witt O'Brien's, LLC; and

WHEREAS, the Administration is requesting authorization from the Village Council for the Village Manager to enter into the agreement (attached hereto as Exhibit "A") with Witt O'Brien's, LLC, the highest ranking firm that submitted the most responsive and responsible proposal for purpose of providing monitoring and management services for post-storm debris removal/cleanup in accordance with RFP No. 1314-11-009; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby approves the Disaster Debris Monitoring Service agreement with Witt O'Brien's, LLC; attached hereto as Exhibit A pursuant to the terms and conditions provided in contract 1314-11-009 hereby authorizing the Village Manager and Village Attorney to execute all necessary documents.

Section 2. The Village Manager is hereby authorized to execute the agreement on behalf of the Village, to execute any required documents in substantially the form attached hereto as Exhibit A, pursuant to the terms and conditions provided in the contract 1314-11-009 and to execute any extensions and/or amendments to the Agreement subject to the approval as to form and legality by the Village Attorney.

Section 3. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of September, 2014.

Attest: _____ _____

Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION

To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: August 20th, 2014

RFP/ITB#: 1314-11-009 **Item/Service:** Disaster Debris Monitoring Services

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of the bid submittals for RFP 1314-11-009 it was found that Witt O'Briens is the most responsive and responsible bidder. The proposal submittal included all of the required documentation, qualifications and experience, references, and addendum acknowledgements. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

II. Recommendation:

a. Which bid is being recommended? Witt O'Briens

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes X No ____

If No, is the variance considered: Minor ____ Major ____

Explain:

c. Is the recommendation the lowest bid received? Yes X No X

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation tho this form if necessary:

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The review committee, comprised of Danny Casals, Field Operations Supervisor; Darby DelSalle, Planning and Zoning Director; and Fanny Carmona, Parks and Recreation Director evaluated all proposals received. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and tabulated the evaluations completed by the review committee, which resulted in Witt O'Briens as the highest ranked firm. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award the most responsive, and responsible bidders, which is Witt O'Briens.

IV. Recommendation Approval:

Signature/Date 8/20/14 Signature/Date 8/20/14

Kristy Bada, Procurement Specialist — Corrice E. Patterson, Public Works Director

Signature/Date 8/20/14 Signature/Date

Desmond Chin, Finance Director — Ron E. Williams, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

To: Ron E. Williams, Village Manager

Date: June 24th, 2014

From: Kristy Bada, Procurement Specialist

Re: RFP No. 1314-11-009
Disaster Debris Monitoring Services

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Disaster Debris Monitoring Services; and respectfully request your review and approval; as follows:

Actions to Date:

- In coordination with the Public Works Department, an RFP was developed for the solicitation of qualified vendors to provide Disaster Debris Monitoring Services.

Recommended Course of Action:

- June 25th, 2014: Proposed/Draft RFP to be forwarded to the Manager for approval.
- June 30th, 2014: Approved RFP to be advertised and issued; Cone of Silence commences.
- July 30th, 2014: RFP 1314-11-009 due by 3:00 pm.
- August 6th, 2014: Subsequent to bid opening, tabulate bids, review submittal documentation for completeness and accuracy, and contact references.
- August 8th, 2014: Prepare memo for Directors' review and approval of recommendation for award.
- August 13th, 2014: Recommendation presented to the Village Manager with copies of tabulation sheet, bid submittal with all required forms and documentation, and reference inquiry.
- September 8th, 2014: Resolution to Council for approval of selection and Award of Contract.
- September 18th, 2014: Anticipated execution date.

By your signature below, I will proceed with the above described / recommended course of action.

Department Approval:

6/25/14

Corrice E. Patterson, Public Works Director / Date

Finance Department Approval:

Budgeted Funds Available: ✓

6/25/14

Desmond Chin, Finance Director / Date

Manager Approval:

Ron E. Williams, Village Manager / Date

Attachment (1)

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared M. ZALDIVAR, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY - REQUEST FOR PROPOSALS NO. 1314-11-009 DISASTER DEBRIS MONITORING SERVICES

In the XXXX Court,
was published in said newspaper in the issues of

06/30/2014

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

30 day of JUNE, A.D. 2014

(SEAL)

M. ZALDIVAR personally known to me

B. THOMAS
Notary Public - State of Florida
My Comm. Expires Nov 2, 2017
Commission # FF 034747
Bonded Through National Notary Assn.

Palmetto Bay

REQUEST FOR PROPOSALS (RFP) DISASTER DEBRIS MONITORING SERVICES NO. 1314-11-009

The Village is seeking to procure a qualified and experienced firm with extensive expertise in Disaster Debris Monitoring Services as required by the RFP. The firm must possess a minimum of seven (7) years' experience in Debris Monitoring Services as required by the RFP. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity as the aftermath of Hurricane Katrina and Hurricane Wilma and as further set forth in this RFP will be considered for award. FEMA experience shall also be required. Proposer must have completed five (5) projects of a similar, size scope and complexity in the last ten (10) years. Additional requirements are contained within the RFP. Services shall be provided in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the Village needs. Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed. The Village does not intend to award a contract in response to this RFP to the same contractors that are awarded a contract for Emergency Debris Removal and Management Services.

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Wednesday, July 30th, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. Official time will be measured by the time stamp of the Village Clerks Office. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Monday, June 30th, 2014 at 8:30am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A $30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. There will be a non-mandatory pre-bid conference on Tuesday, July 15th, 2014 @ 10:00 a.m. to discuss the scope of services and answer questions. The Pre-Bid Conference will be held at Village Council Chambers, Village Hall located at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. You must attend this pre-bid conference in order to submit a bid.

The Village of Palmetto Bay reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities, irregularities or technicality in bids received. There is no obligation on the part of the Village to award the bid in whole or in part to one or more respondents or to the lowest bidder. The Village reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

6/30 14-B-318/2307165M

REQUEST FOR PROPOSALS (RFP)
DISASTER DEBRIS MONITORING SERVICES
No. 1314-11-009

The Village is seeking to procure a qualified and experienced firm with extensive expertise in Disaster Debris Monitoring Services as required by the RFP. The firm must possess a minimum of **seven (7) years'** experience in Debris Monitoring Services as required by the RFP. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity as the aftermath of Hurricane Katrina and Hurricane Wilma and as further set forth in this RFP will be considered for award. FEMA experience shall also be required. Proposer must have completed **five (5)** projects of a similar, size scope and complexity in the last ten (10) years. Additional requirements are contained within the RFP. Services shall be provided in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) in conjunction with the Village needs. Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed. The Village does not intend to award a contract in response to this RFP to the same contractors that are awarded a contract for Emergency Debris Removal and Management Services.

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Wednesday, July 30th, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. Official time will be measured by the time stamp of the Village Clerks Office. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Monday, June 30th, 2014 at 8:30am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A $30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. There will be a **non-mandatory pre-bid conference** on **Tuesday, July 15th, 2014 @ 10:00 a.m.** to discuss the scope of services and answer questions. The Pre-Bid Conference will be held at Village Council Chambers, Village Hall located at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. **You must attend this pre-bid conference in order to submit a bid.**

The Village of Palmetto Bay reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities, irregularities or technicality in bids received. There is no obligation on the part of the Village to award the bid in whole or in part to one or more respondents or to the lowest bidder. The Village reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

REQUEST FOR PROPOSALS (RFP)
DISASTER DEBRIS MONITORING SERVICES - No. 1314-11-009
Bid Opening: July 30, 2014 – 3:00 pm

Proposer:

True North Emergency Management

Opening conducted and verified by:

Meighan J. Alexander
Village Clerk

Witnesses:

Print Name: Missy Arocha

Print Name: Krishy Bada

07-30-14P03:01 CFHD

PERSONNEL			
No.	**Position**	**Measure**	**Hourly Rate**
1	Project Manager	PER Hour	$ 77.00
2	Field Supervisor	PER Hour	$ 57.00
3	Field Monitor	PER Hour	$ 37.00
4	TDSR Site and Drop-off Site Monitors	PER Hour	$ 37.00
5	Debris Site Security	PER Hour	$ 37.00
6	Data Manager	PER Hour	$ 57.00
7	Data Support Personnel	PER Hour	$ 28.00
8	Electronic Ticket Unit	Per Hour	$ 4.00
9			$
10			$ 334
11			$

AERIAL PHOTOGRAPHS		
12	Aerial Photo Package (one flight and one photograph)	$ 600.00
13	Photograph Copies (per duplication of original photo)	$ 12.50
14	Additional Photographs (per photo, same flight, same location, different view)	$ 150.00
15	Additional Location (one photo, same flight, different location)	$ 200.00

951

REQUEST FOR PROPOSALS (RFP)
DISASTER DEBRIS MONITORING SERVICES - No. 1314-11-009
Bid Opening: July 30, 2014 – 3:00 pm

Proposer:
Witt | O'Brien's

Opening conducted and verified by:
Meighan J. Alexander
Village Clerk

07-30-14P03:01 CFWD

Witnesses:

Print Name:
Missy Arocha

Print Name:
Kristy Bada

PERSONNEL			
No.	**Position**	**Measure**	**Hourly Rate**
1	Project Manager	PER Hour	$ 68.00
2	Field Supervisor	PER Hour	$ 49.00
3	Field Monitor	PER Hour	$ 32.50
4	TDSR Site and Drop-off Site Monitors	PER Hour	$ 32.50
5	Debris Site Security	PER Hour	$ 45.00
6	Data Manager	PER Hour	$ 55.00
7	Data Support Personnel	PER Hour	$ 25.00
8			$
9			$ 307
10			$
11			$
AERIAL PHOTOGRAPHS			
12	Aerial Photo Package (one flight and one photograph)		$ 725.00
13	Photograph Copies (per duplication of original photo)		$ 25.00
14	Additional Photographs (per photo, same flight, same location, different view)		$ 100.00
15	Additional Location (one photo, same flight, different location)		$ 350.00

* Additional Sheet attached. 1,200

PRICE PROPOSAL FORM – Attachment

Provided below are additional debris monitoring, FEMA grant management, consulting and emergency management positions that may considered to be utilized by the Village.

PERSONNEL			
No.	Position	Measure	Hourly Rate
Other Recommended Debris Monitoring Positions			
16	Operations Manager	PER Hour	$58.00
17	Automated Ticketing Specialist	PER Hour	$42.00
18	FEMA Coordinators	PER Hour	$95.00
19	Environmental Specialists	PER Hour	$50.00
20	GIS Analysts	PER Hour	$50.00
21	Scheduler/Expediter	PER Hour	$25.00
22	Administrative Assistant	PER Hour	$25.00
23	Billing/Invoicing Analysts	PER Hour	$35.00
Other Recommended Grant Management and Consulting Positions			
24	Senior Grant Management Consultant	PER Hour	135.00
25	Grant Management Consultant	PER Hour	115.00
26	Hazard Mitigation Specialist	PER Hour	137.00
27	Senior Insurance Specialist	PER Hour	150.00
28	FEMA Insurance Specialist	PER Hour	137.00
29	Insurance Resolution Specialist	PER Hour	150.00
30	Insurance Estimator	PER Hour	135.00
Other Emergency Management and Consulting Positions			
31	Senior Planner	PER Hour	160.00
32	Planner	PER Hour	120.00

(*) – Aerial Photographs note: The costs provided on line numbers 12 through 15 on Price Proposal Form are estimates. Companies who provide these services require detailed, specific and written scope instructions on services required prior to them giving a firm cost. Because the RFP does not provide specifics regarding the aerial photographs services that the Village requires, Witt O'Brien's will work with the Village to identify specific scope requirements and obtain competitive quotes for the aerial photographs services for the Village to review and select the best offer. Witt O'Brien's will bill the services of the aerial photographs services to the Village at cost with no mark-up.

Village of Palmetto Bay

Disaster Debris Monitoring Services

RFP 1314-11-009

Tabulation

			Witt O'Briens	True North Emergency Management
PERSONNEL				
No.	**Position**	**Measure**	**Hourly Rate**	**Hourly Rate**
1	Project Manager	Per Hour	$68.00	$77.00
2	Field Supervisor	Per Hour	$49.00	$57.00
3	Field Monitor	Per Hour	$32.50	$37.00
4	TDSR Site and Drop-off Site Monitors	Per Hour	$32.50	$37.00
5	Debris Site Security	Per Hour	$45.00	$37.00
6	Data Manager	Per Hour	$55.00	$57.00
7	Data Support Personnel	Per Hour	$25.00	$28.00
ALTERNATIVE PERSONNEL				
8	Electronic Ticketing Unit	Per Hour	*N/A See attached for other positions that are recommended*	$4.00
AERIAL PHOTOGRAPHS				
12	Aerial Photo Package (one flight and one		$725.00	$600.00
13	Photograph Copies (per duplication of original		$25.00	$12.50
14	Additional Photographs (per photo, same flight,		$100.00	$150.00
15	Additional Location (one photo, same flight,		$350.00	$200.00

Date Advertised: Monday, June 30th, 2014
Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
Village Clerk

PRICE PROPOSAL FORM – Attachment

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Village of Palmetto Bay

Disaster Debris Monitoring Services

RFP 1314-11-009

Checklist

	Witt O'Briens	True North Emergency Management
Proposal Checklist		
Letter of Intent	✓	✓
Qualifications	✓	✓
Experience and References	✓	Min. amount of references was not provided ✗
Price Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓
Required forms, licenses and documents	✓	✓
Copies of Bid	✓	✓
Addendum Acknowledgment(s)	✓	✓

Date Advertised: Monday, June 30th, 2014
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Opened and Received By: Meighan J. Alexander,
Village Clerk

Village of Palmetto Bay

Disaster Debris Monitoring Services
RFP 1314-11-009
Proposal Evaluation Final Score Ranking

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total (Max.400 pts.)	Average Score (Max. 100)	Ranking
SFM Security Services, Inc.	95	98	82	275	91.67	1
Palmetto Security Services, Inc.	94	97	80	271	90.33	2

Date Advertised: Monday, June 30th, 2014
Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
Village Clerk

Village of Palmetto Bay, Florida

Disaster Debris Monitoring Services

COPY

RFP No. 1314-11-009

Prepared for:
Village of Palmetto Bay, FL
Attention: Meighan J. Alexander, Village Clerk
9705 East Hibiscus Street
Palmetto Bay, FL 33157

July 30, 2014 / 3:00 P.M. EST

WITT | O'BRIEN'S

WITT | O'BRIEN'S

July 30, 2014

Corrice Patterson, Director
Public Works Department
Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Dear Ms. Patterson:

Witt O'Brien's, LLC (Witt O'Brien's) appreciates the opportunity to present this proposal to the Village of Palmetto Bay (Village) to provide Disaster Debris Monitoring 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.

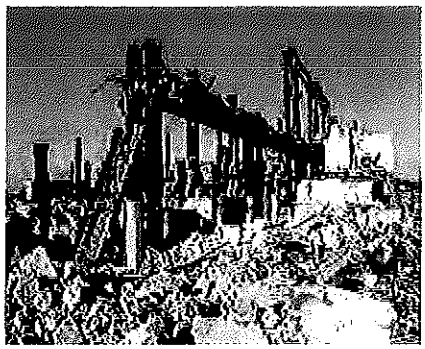
Since 1985, Witt O'Brien's has been fully dedicated in providing clients with professional disaster preparation, response, recovery, and emergency management services. We devote an entire division of the company to provide disaster recovery service to clients with experienced debris monitoring personnel that are among the best trained and most experienced in the industry. Our full time staff have significant experience managing large debris monitoring projects following disasters such as Hurricanes Katrina and Wilma, and incidents that have impacted other parts of the country including South Florida. **Witt O'Brien's has monitored and documented the removal of over 33 million cubic yards of all types of disaster debris, including ROW, ROE, private property, demolition, hazardous, marine, beach and waterborne debris.**

We are confident that Witt O'Brien's is the most qualified and experienced firm for the debris monitoring services required by the Village. Just a few of our strengths that will be important for the Village to consider include the following.

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.

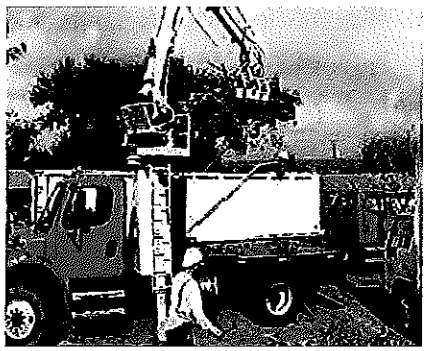
Expert and Experienced Debris Monitoring Staff

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.



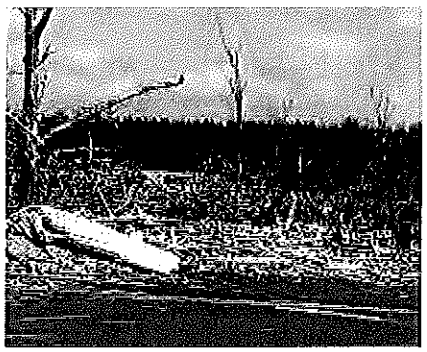
Local Presence – Rapid Mobilization

With nearly 300 full-time staff and an office just north of the Village in Fort Lauderdale, Witt O'Brien's can assure the Village that we are fully prepared and able to mobilize rapidly to any disaster that impacts the Village. Our substantial number of full-time and on-call personnel, office locations, equipment inventory and financial resources also allows Witt O'Brien's to assure all clients that we are one of the few companies that can successfully deploy to a large number of debris monitoring contracts simultaneously.



Working with Private Property and Right of Entry

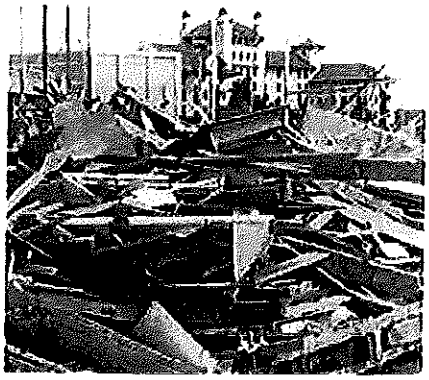
Witt O'Brien's has extensive experience in implementing, managing and monitoring ROE programs. We would assist the Village in identifying private properties which may be eligible for debris removal, and work with FEMA to ensure local ordinances and proper procedures are followed, and secure ROE agreements from local residents. One of our proposed project managers, Charles Bryant, was a leader for the State of New Jersey for Superstorm Sandy, and in Louisiana following Katrina to secure private property and right of entry approvals.



WITT | O'BRIEN'S

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.



Veteran and Local Hiring Program

Witt O'Brien's clients can be confident that in addition to our full-time staff, we have on-going talent and local labor outreach programs that allow us to maintain a constant state of readiness with qualified, experienced and dependable personnel ready to deploy. Our partnership with job fairs, veteran and National Guard recruiting programs identify local residents, former military personnel and their spouses who are interested in being part of our debris monitoring teams following a disaster. Their considerable training and response experience, and commitment to the community brings unparalleled dedication to our clients.

If you have any questions or require additional information regarding this proposal, please contact David Killen, Senior Proposal Manager, at (281) 606-4758, or at dkillen@wittobriens.com in our Houston office at 818 Town & Country Blvd., Suite 200, Houston, TX 77024. For questions regarding our technical approach, please contact our Vice President of Debris Monitoring Services, Chuck Brannon at (850) 376-2375 or cbrannon@wittobriens.com.

Sincerely yours,

Donald Costanzo, Senior Vice President
Witt O'Brien's

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B. Qualifications and Experience

Witt O'Brien's is a global leader in preparedness, crisis management, and disaster response and recovery with the depth of experience and capability to provide services across the crisis and disaster life cycle. Nationwide, Witt O'Brien's has approximately 300 full-time employees. This number is bolstered by several hundred contractors, including both seasoned emergency responders and top subject-matter experts in a variety of emergency management fields.

For nearly fifteen years, Witt O'Brien's has a history of assisting numerous local governments and state agencies with disaster recovery challenges and a demonstrable record of successfully completing large and complex debris monitoring projects. We have worked with city, county, and state governments and private organizations in eleven 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 Federal Emergency Management Agency (FEMA)-compliant completion of their debris management projects. Our experience managing a number of debris monitoring projects that exceed 1 million cubic yards gives us the experience to earn this reputation with clients.

Unlike many firms that attempt to provide debris monitoring and planning services as a part-time adjunct to their primary, non-disaster related services, Witt O'Brien's is fully dedicated to providing professional incident, emergency and disaster management services to private and government sector clients, and specializes in debris management, planning and monitoring services, as well as public assistance and hazard mitigation services.

The range of disaster recovery services provided by Witt O'Brien's includes, but is not limited to the services in the following table.

Recovery Services	
Project management and coordination	Debris estimations
Prioritization of clearance efforts	Project scheduling and coordination
FHWA cost segregation	ROW collection monitors
Debris site monitors	Roving field monitors
Data entry, QA/QC and management	Truck measurement and certification
GPS locating of debris	Digital photographs of debris
Daily status reports	Supervision of field staff
Invoice reconciliation	FEMA program compliance assurance
Quality Assurance and Control	FEMA Project Worksheet development
DMS oversight and environmental compliance	Stump, Leaning Tree and Hanging Limb documentation
Waterborne debris removal	Multijurisdictional coordination
Hazardous Waste Management	Environmental compliance assurance
Debris final disposition confirmation	Documentation of removal costs
Public Information program support	Final After Action reports

Relevant Project Experience

Collier County, Florida 2005 – Hurricane Wilma

Witt O'Brien's monitored the contracted debris removal of more than 1 million cubic yards of disaster debris in Collier County in response to the devastation caused by Hurricane Wilma. At the height of operations in this county in southeastern Florida, approximately 600 debris clearance personnel and 271 pieces of equipment were involved in the project. Witt O'Brien's trained, managed, and supervised more than 170 monitors to oversee and document the removal project. We also monitored and assisted in the FEMA authorization of debris removal from private communities, including gated communities and private roads.

Hurricane Wilma debris removal claims for the project amounted to approximately $37 million, and the County received maximum reimbursements of all costs eligible for FEMA and FHWA funding thanks to Witt O'Brien's professional and comprehensive monitoring and project management services.

This project was deemed a "model" debris management project by FEMA and the FDEM. The FEMA Office of the Inspector General (OIG) audited the debris removal and monitoring project, and in a report to the Director of the Florida Long-Term Recovery Office in April 2006, the Acting Audit Director for FEMA Region IV stated that "the county had an effective system for accounting for

disaster-related costs...and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractor."

Lee County, Florida 2004 & 2005 – Hurricanes Wilma and Charley

Witt O'Brien's provided comprehensive debris monitoring services to Lee County immediately following Hurricane Charley, which left enormous quantities of debris in its wake. Our management team was on the ground within hours to assist the County's Solid Waste Department with the coordination of debris clearance and removal operations and to measure and certify hundreds of debris removal trucks. We provided expert oversight of all debris removal operations, documented project costs, entered and managed all project data, reported on contractor damages to private property, and advised the County on FEMA technical issues. Witt O'Brien's was again called upon to provide these services when Hurricane Wilma struck the area a year later. The projects amounted to more than $11 million in total debris removal and monitoring costs, and Witt O'Brien's assisted the County with the final formulation and filing of its eligible FEMA and FHWA claims, all of which were reimbursed up to cost-share levels.

State of Louisiana 2005 – Hurricanes Katrina and Rita

In September of 2005, Witt O'Brien's was hired by the State of Louisiana to establish a debris management program to oversee what was to become the largest debris removal and disposal operation in United States history. Issued in the aftermath of the deadliest storm season the state has ever experienced, the plan had to ensure that debris operations were handled efficiently and in conformance with program requirements so that problems could be avoided and debris-related reimbursement from FEMA could be maximized. A team of qualified professionals was assembled in a matter of days to initiate operations, and Witt O'Brien's utilized local personnel as much as possible to augment debris monitoring teams.

To effectively manage and monitor the collection efforts and ensure program compliance and eventual reimbursement, Witt O'Brien's worked with the Louisiana Department of Transportation and Development (LaDOTD) and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to prepare a debris management plan, dividing the state into sectors for management and monitoring purpose and identifying collection and disposal sits that met all regulatory and environmental requirements.

Witt O'Brien's also activated a team of Quality Assurance/Quality Control (QA/QC) monitors who worked with debris firms, contractors, and monitors to provide both training and guidance on best practices and documentation requirements. They provided spot-checks on debris handling, separation, and recycling and monitored environmental rules and regulation compliance. Witt O'Brien's established protocols to monitor debris vehicles and their loads from pickup locations to final disposal, and throughout the operation, QA/QC monitors quickly identified problems and worked with debris contractors to solve them as quickly as possible. As many as 50 monitors were involved in overseeing activities at hundreds of collection points and more than a dozen disposal locations.

Witt O'Brien's oversaw and managed the compliance and activity of contractors involved in the demolition and disposal program related to unsafe structures on private property. Our personnel negotiated a process with FEMA related to the documentation needed to obtain reimbursement for private property demolitions, including how homeowner agreement and/or community condemnation needed to occur to justify demolition. We also communicated guidelines and protocols for the handling of historic properties and environmental issues in the demolition and disposal effort, and more than 17,000 structures have been successfully removed and disposed of through this process.

Despite the magnitude of the disaster, the amounts of debris involved, and the large number of players in the debris removal effort, Witt O'Brien's efforts proved to be a highly important and successful element of community recovery. Over a two-year period, Witt O'Brien's public monitors oversaw the collection and proper disposal of approximately 50 million cubic yards of storm-related debris -- many times more than in any other disaster event in U.S. history. These efforts were widely credited by both the State and FEMA with protecting against abuses and reducing costs, with no identified instances of fraud or mismanagement noted since debris operations were initiated.

State of Florida Debris Management Specialists

As our firm is a recognized leader in debris management and monitoring services, the Florida Division of Emergency Management tasked us to provide a team of debris management specialists to the State. Witt O'Brien's debris specialists assisted hundreds of local governments impacted by the devastating 2005 storms (including Miami-Dade County, the City of Miami, Broward County, Monroe County, West Palm Beach, the Cities of Hialeah, Homestead and Key West and many others) to recoup their debris removal and monitoring costs by assisting with documentation of costs, preparing Category A FEMA Project Worksheets, negotiating with FEMA on their behalf, writing appeals to FEMA decisions, validating debris eligibility in the field, managing project documentation and providing debris management consultation and training.

Florida Department of Transportation 2005-present

Witt O'Brien's debris specialists assisted the Florida Department of Transportation in developing its first statewide debris management plan, which was approved by FEMA on first review. We then developed customized, comprehensive operational debris management plans for each of the seven district-level emergency management offices in the state. FDOT also enlisted our debris specialists to assist several local governments with the management and preparation of their FHWA claims and to develop scopes of work for FDOT's debris removal RFP and contracts, and our debris plans are currently in use by the FDOT throughout the State.

Florida Division of Emergency Management Technical Support 2005-2008

Under a statewide contract with the Florida Division of Emergency Management to provide FEMA Public Assistance grant program consultants, Witt O'Brien's assisted over 800 local governments, private non-profit organizations, public utilities and Indian tribal groups with the processing of

their FEMA and FHWA disaster recovery claims. Witt O'Brien's provided the FDEM with over 40 trained and experienced consultants to act as State Public Assistance Coordinators, Project Officers and Debris Specialists. Our professional consultants reviewed thousands of claims submitted to FEMA, wrote hundreds or original FEMA Project Worksheets, performed final inspections and closeout closeouts and provided technical assistance to local government Public Assistance applicants. In total, our firm was ultimately responsible for the administration, review, management and final inspection of $4 billion in federal disaster recovery grants for the 2004 and 2005 Florida disasters.

Recent Debris Monitoring Projects

Provided in the following table is a list of some of our recent and major projects from the past five years for services performed which are similar in scope to those requested here. On these projects, Witt O'Brien's provided comprehensive, FEMA-compliant monitoring which entailed a full spectrum of services.

You will recognize from the information that Witt O'Brien's is able to respond to and manage a number of simultaneous debris monitoring projects from a single incident. Additionally, Witt O'Brien's has proven its ability in the past to respond to simultaneous client activations in multiple states. This is only possible from a firm with the size, resources, financial backing and customer commitment that our clients get from Witt O'Brien's.

In 2012, Witt O'Brien's mobilized nine Project Managers to Hurricane Isaac debris monitoring project in Louisiana within 48 hours of notification.

In 2011 in Massachusetts, we activated 22 Project Managers within 72 hours of notification.

Witt O'Brien's Debris Management Site Tower Monitors inspect and quantify truckloads of debris.

Debris Monitoring Projects Completed			
Client	Disaster	Cubic Yards	Peak Staff
2012-13			
Borough of Union Beach, New Jersey	Hurricane Sandy FEMA 4086-DR	20,000 (Tons)	13
Borough of Neptune City, New Jersey	Hurricane Sandy FEMA 4086-DR	58,000	8
Borough of Lavallette, New Jersey	Hurricane Sandy FEMA 4086-DR	163,950	25
Ventnor City, New Jersey	Hurricane Sandy FEMA 4086-DR	3,044 (Tons)	12
Borough of Sea Bright, New Jersey	Hurricane Sandy FEMA 4086-DR	42,181	5
Town of Holmdel, New Jersey	Hurricane Sandy FEMA 4086-DR	68,462	11
Borough of Keansburg, New Jersey	Hurricane Sandy FEMA 4086-DR	25,617	5
Borough of Deal, New Jersey	Hurricane Sandy FEMA 4086-DR	300	6
Saint Bernard Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	40,000	20
Livingston Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	15,155	17
Lafourche Parish, Louisiana	Hurricane Isaac FEMA-4080-DR	107,278	31
City of Slidell, Louisiana	Hurricane Isaac FEMA-4080-DR	22,449	36
City of Mandeville, Louisiana	Hurricane Isaac FEMA-4080-DR	11,000	10
City of Central, Louisiana	Hurricane Isaac FEMA-4080-DR	26,508	17
City of Thibodaux, Louisiana	Hurricane Isaac FEMA-4080-DR	22,026	19
2011			
City of Springfield, Massachusetts	Severe Storm FEMA DR-4051	516,024	225
City of Longmeadow, Massachusetts	Severe Storm FEMA DR-4051	287,746	103
Town of Monson, Massachusetts	Severe Storm FEMA DR-4051	34,227	36
Town of West Springfield, Massachusetts	Severe Storm FEMA DR-4051	97,104	56
Town of Sturbridge, Massachusetts	Severe Storm FEMA DR-4051	19,178	12

Town of Wales, Massachusetts	Severe Storm FEMA DR-4051	3,013	6
Town of Holland, Massachusetts	Severe Storm FEMA DR-4051	14,823	10
Town of Ludlow, Massachusetts	Severe Storm FEMA DR-4051	84,733	37
Town of Palmer, Massachusetts	Severe Storm FEMA DR-4051	52,931	21
Town of Wilbraham, Massachusetts	Severe Storm FEMA DR-4051	107,283	46
City of Chicopee, Massachusetts	Severe Storm FEMA DR-4051	155,879	52
City of Holyoke, Massachusetts	Severe Storm FEMA DR-4051	81,508	46
Town of Southwick, Massachusetts	Severe Storm FEMA DR-4051	42,304	30
Town of Agawam, Massachusetts	Severe Storm FEMA DR-4051	160,994	67
Town of Lancaster, Massachusetts	Severe Storm FEMA DR-4051	16,924	19
Town of North Borough, Massachusetts	Severe Storm FEMA DR-4051	2,498	6
Town of Lunenburg, Massachusetts	Severe Storm FEMA DR-4051	19,382	9
Town of Ware, Massachusetts	Severe Storm FEMA DR-4051	26,983	19
Town of Warren, Massachusetts	Severe Storm FEMA DR-4051	2,886	5
Town of Townsend, Massachusetts	Severe Storm FEMA DR-4051	1,100	4
City of Springfield, Massachusetts	Tornadoes FEMA DR-1994	161,614	40
Town of Wilbraham, Massachusetts	Tornadoes FEMA DR-1994	99,750	33
Town of Monson, Massachusetts	Tornadoes FEMA DR-1994	112,289	42
Town of West Springfield, Massachusetts	Tornadoes FEMA DR-1994	1,200	5
City of Fayetteville, North Carolina	Tornadoes FEMA DR-1994	150,080	63
2009-10			
Kentucky Transportation Cabinet	Severe Storms FEMA DR-1818 FEMA DR-1994	14,394,854	258
Arkansas Wildlife Management Areas	Severe Storms FEMA DR-1819	2,892 CYs 14,049	59

		Trees 15,225 Limbs	
Louisiana Department of Transportation and Development	Hurricane Gustav FEMA DR-1786 Hurricane Ike FEMA DR-1792	3,020,392	1,715
2009			
City of Fayetteville, Arkansas	Severe Winter Storm FEMA DR-1819	519,818	75
City of Rogers, Arkansas	Severe Winter Storm FEMA DR-1819	158,894	23
City of Rector, Arkansas	Severe Winter Storm FEMA DR-1819	20,911	9
Mississippi County, Arkansas	Severe Winter Storm FEMA DR-1819	17,400	8

Proof of Insurance

As requested in the RFP, we have included evidence of insurance in Section F, required Proposal Submittal Forms.

References

Provided below are governmental references who can attest to the quality and responsiveness of our debris monitoring work. Village of Palmetto Bay reference forms are provided in Section F.

Columbia County, GA	
Name/Title	Pamela Tucker, Director of Emergency and Operations
Address	650-B Ronald Reagan Dr., Evans, GA 30809
Phone	(706) 868-3303
Email	ptucker@columbiacountryga.gov

Lafourche Parish, LA	
Name/Title	Jerome Danos, Debris Manager
Address	402 Greene St., Thibodaux, LA 70302
Phone	(985) 637-5199
Email	danosjp@lafourchegov.org

Livingston Parish, LA	
Name/Title	Mark Harrell, Director of Homeland Security
Address	20355 Government Blvd., Suite D, Livingston, LA 70754
Phone	(225) 686-3086
Email	lohsep1@lpgov.com

New Hanover County, NC	
Name/Title	Kim Roane, Business Officer
Address	230 Government Center Dr., Wilmington, NC 28403
Phone	(910) 798-4402
Email	kroane@nhcgov.com

City of Ventnor City, NJ	
Name/Title	William Melfi, Emergency Manager
Address	6201 Atlantic Ave., Ventnor City, NJ 08406
Phone	(609) 828-7919
Email	ventnorcityoem@comcast.net

Current Workload and Future Commitments

Witt O'Brien's maintains adequate, experienced, and full-time and network staff to fill all key project personnel positions for our debris monitoring stand-by contract commitments. We have no current workload or allocated personnel man hours per year related to disaster debris monitoring services. Until disaster occurrence and contract activation, we have no future commitments to other emergency response contracts related to man hours per year.

Debris Monitoring Contracts in the State of Florida

Provided below are the current debris monitoring contracts we hold with municipal clients in Florida.

Municipal Debris Monitoring Clients in Florida	
Alachua County	Marion County
Bradenton, City of	Medley, Town of
Broward County Health	Miami Beach, City of
Broward County School Board	Miami Gardens, City of
Citrus County	Miami Lakes, Town
Collier County	Miami, City of
Cooper City, City of	Miami-Dade County
Coral Gables, City of	Miami-Dade School District
Dania Beach, City of	Milton, City of
Davie, Town of	New Smyrna, City of
Delray Beach, City of	North Miami Beach, City of
Desoto County	Oakland Park, City of
Edgewater, City of	Oakland, Town of
El Portal, City of	Orange County
Fernandina Beach, City of	Palm Beach, Town of
Gainesville, City of	Palmetto, City of
Golf, Village of	Parkland, City of
Hardee County	Plantation, City of
Homestead, City of	Punta Gorda, City of
Indian Creek Village	Riviera Beach, City of
Key Biscayne, Village of	Sanford, City of
Lake County	Sanibel, City of
Lauderdale by the Sea, Town of	Seminole Tribe of Florida
Lee County School District	South Broward Drainage District
Leon County	Southwest Ranches, Town of
Lighthouse Point, City of	St. Lucie County
Loxahatchee Groves. City of	Stuart, City of
Lynn Haven, City of	Sunny Isles Beach, City of
Marathon, City of	Surfside, Town of
Tallahassee, City of	Virginia Gardens, Village of
Taylor County	Volusia County

Municipal Debris Monitoring Clients in Florida

The Villages	**Washington County**
University of Miami, FL	West Palm Beach, City of
	Weston, City of

C. Scope of Services, Methodology and Approach

Witt O'Brien's has carefully read the scope of work in the Village's Request for Proposals and warrants that we are fully qualified, capable and prepared to provide the Village with disaster debris monitoring services. As one of the nation's premier debris monitoring firms, we are confident in our ability to respond expeditiously to any natural or man-made debris generating event that the Village might encounter and provide the highest level of professional debris monitoring services available, utilizing our innovative and proven approaches to achieve project success.

Project Management

As the result of having successfully completed many complex and challenging debris monitoring 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 of the Village's debris management and public works staff and serve to augment and strengthen its capabilities. Our management model is designed to allow us to coordinate and integrate rapidly and effectively with all participants in a major debris removal 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.

Computerized Debris Management System

Witt O'Brien's success in managing debris monitoring projects is based on our ability to provide responsive, efficient service. Our debris management solution, **DebrisPro™**, is a securely hosted, multi-device supported, web-enabled system. It integrates leading technology, tools, server infrastructure, Witt O'Brien's owned 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 real-time, productive, and customizable manner.

Witt O'Brien's has more than 150 electronic handheld devices and enough portable printers to equip our field staff for any foreseeable project with the Village. We can also acquire additional devices and printers quickly to meet any additional operational demands that might arise.

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) and geographic information system (GIS) data and streamlines the documentation and data collection process.

Using DebrisPro™ in the Field. Our electronic devices currently include the Android based tablets with 4G and Wi-Fi data connectivity.

Witt O'Brien's can confirm that our database of debris volumes, types, locations and removal costs is sound, secure, and accurate, and will allow the Village and FEMA to easily review, validate and audit the project.

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.

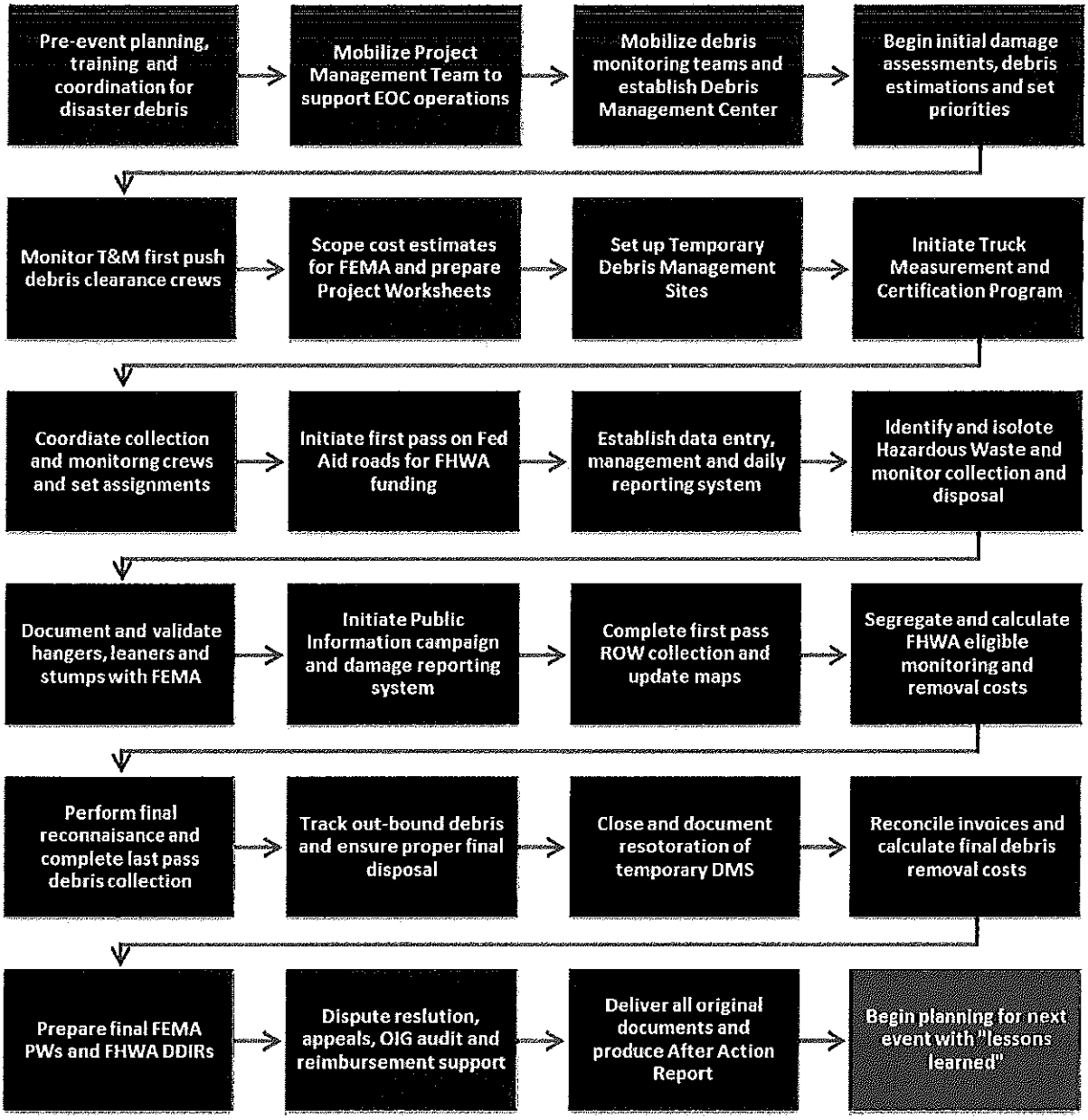
Our electronic debris management system was developed to conform to US Army Corps of Engineers technical specifications and FEMA documentation requirements, and meets or exceeds all of the detailed specifications found in the USACE electronic debris management system requirements.

Project Plan Timeline – The Master Plan

Project Management Plan Summary and Timeline		
Task	**Time Frame**	**Scope of Work**
Pre-Event Coordination, Planning and Training	Prior to Storm Season or an anticipated event	Train client's debris staff; review/revise debris management plan; review ordinances and codes.
Post-Event Project Management	24 Hours from a Notice to Proceed	Coordinate with client, debris removal contractors, FEMA, State; Devise Action Plan.
Damage Assessments and Debris Quantity Estimations	24 – 48 hours	Coordinate with FEMA, State and Client to scout affected area and document damages; estimate debris quantities and removal costs' identify hazardous and dangerous debris for immediate removal.
Debris Clearance Coordination and Monitoring	First 70 hours of clearance work	Prioritize roads, facilities and areas for initial debris clearance; document T&M contract work and force account expenses. Track costs for Federal Aid roads separately.
Truck Measurement and Certification	Initiated within first two days and continued as needed	Measure capacity, mark, certify, log, photograph collection trucks as they arrive on scene; Periodically "spot check" trucks for compliance and accuracy of volume measurement to reveal and deter tampering.
Health and Safety/ Quality Assurance Program	48 – 72 hours	Initiate Health and Safety awareness and compliance program; ensure debris sites and personnel are equipped with proper safety gear; Implement Quality Assurance program to ensure contract compliance and maintain performance standards and goals.
Public Information	First two weeks	Establish Debris Hotline phone center to field questions from residents and record complaints; devise and disseminate information about debris removal program requirements and timelines.
Hire and Train Local Debris Monitors	48 hours in and as needed for duration of project	Recruit, screen and train locally hired monitoring, clerical and administrative personnel
Debris Management Site Establishment and Staffing	48 – 72 hours	Inspect sites, document conditions, secure permits, prepare safety report, coordinate set-up with contractors; Staff each DMS with at least 2 experienced and trained monitors to assess load volumes and inspect debris.
Debris Collection Site Monitors	48 – 72 hours	Pair monitors to collection crews and dispatch to debris removal sites as needed to complete and issue load tickets.
Field Supervisors	48 – 72 hours	Deploy experienced Field Supervisors to oversee monitoring activities and implement quality assurance program at a ratio of 1:10.

Project Management Plan Summary and Timeline		
Task	**Time Frame**	**Scope of Work**
Roving Monitors	48 – 72 hours	Deploy roving monitors to locate, document and map special debris (hazardous, stumps, leaning trees, white goods, etc.); report on ineligible debris and contractor caused damages.
Federal Aid Roadway Debris Removal Program	Week 3	Initiate the collection of debris from Federal Aid System roadways; track and document all costs separately for FHWA ER program.
Special Debris Program	2 – 3 weeks in	Deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.)
Data and Document Management and Reporting	48 hours in and for duration of project	Data collection, entry, management, and daily reporting; document collection, management, scanning and storage.
Contractor Invoice Reconciliation	Within 3 days of receiving invoices	Review contractor invoices and database for accuracy and reconcile with Witt O'Brien's independently maintained database; provide written discrepancy reports and payment approvals.
Final Pass Completion	Last weeks of debris collection operations	Publish public announcements of last pass schedules; Deploy roving monitors to confirm clearance of all roadways and map any remnants; Provide written confirmation of debris removal completion.
Mulch and Processed Debris Haul-out	Last two weeks	Monitor and document the removal of reduced and processed debris from DMS; Confirm final disposition of debris and document.
Debris Management Site Closure	After DMS cleared of debris	Document and confirm removal of all debris, equipment, towers and materials; document site restoration work and costs; confirm compliance with environmental regulations.
FEMA Claims Support	For Duration of Project	Witt O'Brien's works with the Client, the State and FEMA from the initiation of the project to ensure that all eligible costs for debris removal are documented and submitted for reimbursement, including for Immediate Needs Funding estimates.
After Action Report	Within 30 days of project completion	Prepare a report detailing project specifics, highlights, data, lessons learned and recommendations for next event.

Debris Monitoring Road Map



Pre-Event Planning and Assistance 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 Village'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.

Preparedness Planning

Witt O'Brien's helps ensure that our 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. We 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. We will review carefully the existing Debris Management Plan, Comprehensive Emergency Management Plan, and Hazard Mitigation Plan and make recommendations for updating the plans. 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.

Our electronic planning solution, **ePlanPro®**, provides customers a central database driven application that helps manage an unlimited number of plans and associate documents. With **ePlanPro®**, dynamically managed plans are available online to all authorized users and can be downloaded as PDFs. **ePlanPro®** provides simple but sophisticated plan printing capabilities. Users can print the entire plan, individual sections, or the differences between versions. All plans are printed to Adobe PDF to allow electronic viewing and distribution. With flexible plan template design, **ePlanPro®** prints highly formatted documents.

Debris Management Site (DMS) Selection

Witt O'Brien's will assist with pre-event selection of temporary DMS suitable to handle the quantities and types of debris forecast during the planning session and would advise the Village on obtaining all necessary environmental or other permits, in coordination with local and state environmental agencies. Our team will review potential sites, consult on site selection criteria and issues, make sight visits to photograph and inspect potential properties, and produce a summary report with recommendations. DMS selection may also take place after an event, as requested by the Village.

Veteran Hiring Initiative

Before a storm approaches or an unexpected incident impacts one of our clients, Witt O'Brien's clients can be confident that we have already secured much of the necessary talent and labor to staff a debris monitoring and community rebuilding effort. At Witt O'Brien's, we are already prepared before the storm even begins to develop.

Many of our emergency preparedness and disaster response leaders are former service men and women who have served our country in challenging military and humanitarian relief missions. Their considerable training and response experience brings significant advantage to Witt O'Brien's clients: A constant state of readiness with qualified, experienced and dependable personnel ready to deploy.

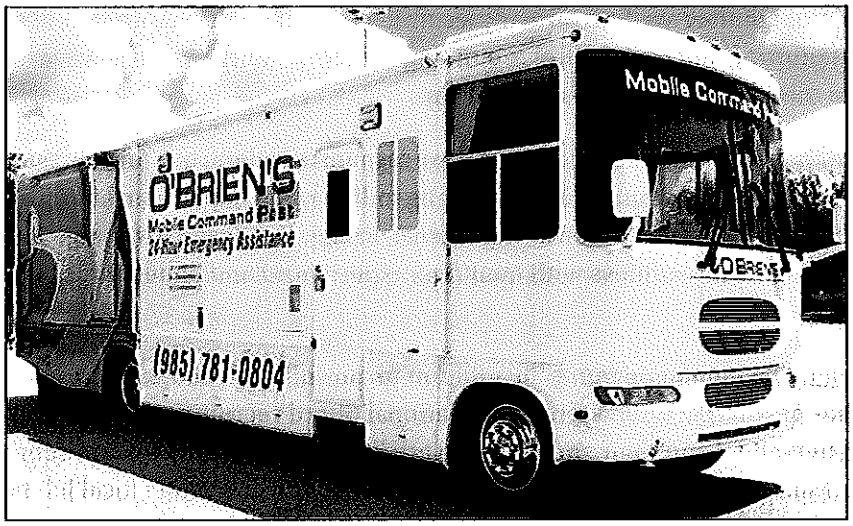
To secure this valuable human resource, in addition to our full-time dedicated professional staff, Witt O'Brien's has partnered with veteran and National Guard recruiting programs to identify former military personnel and their spouses who are interested in being on our debris monitoring teams. Our veteran recruiting program conducts outreach efforts through local job fairs, military recruiting and networking events. These events allow Witt O'Brien's to identify and add to our resource pool veterans who bring unparalleled dedication to our clients.

Our veteran recruiting and outreach program is active throughout the United States. To supplement our full-time employees and ensure sufficient staffing, readiness and responsiveness necessary for our debris monitoring contracts, we are also highly engaged in local and regional veteran job fairs along the Atlantic and Gulf Coasts, and the Midwest. We work to maintain an active database of qualified individuals from each of our target states who can be temporarily employed by Witt O'Brien's to respond to and support a debris monitoring project. The database allows us to initiate contact as dangerous weather systems approach a region. This allows us to be sure that we have considerable man-power ready to be activated.

Witt O'Brien's is committed to all of its clients in maintaining a state of readiness, and responding to disasters with sufficient numbers of talented and experienced disaster response professionals. Our veterans recruiting initiative takes that commitment a step further by committing to your community that we are delivering the Country's best on your debris monitoring project.

Timeliness of Mobilization

When time matters most, clients rely on Witt O'Brien's 24/7/365 rapid response guarantee. Witt O'Brien's is poised to respond to our clients' needs at all times. We preposition assets at our various offices, maintain pre-packaged mobilization packages in trailers and our Mobile Command posts, keep core management staff on standby, maintain a national emergency call center, and coordinate 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.



Witt O'Brien's maintains Mobile Command Units and support vehicles and trailers that are ready to deploy on short notice to disaster areas. This ensures that our management teams can initiate monitoring services immediately upon arrival, autonomously and without the need for office facilities or utilities – for extended periods of time.

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.

A Project Management team will arrive on-scene to assist the Village 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.

Upon activation of an Incident Management Team, composed of a senior principal and regional managers, they oversee 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.

Witt O'Brien's can establish for the Village a dedicated 1-800 number backed by our Emergency Call and Incident Command Center in Slidell, Louisiana which operates 24 hours a day, seven days a week, 365 days a year, 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.

Witt O'Brien's Emergency Call and Incident Command Center

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 Village's Debris Manager to implement a Public Information Plan. Our project and operations managers will work with the Village 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 Village 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 Village to distribute and

disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents.

Post-Event Assistance Services

Screening and Qualification of Subcontractors and Local Service Providers

E-Verify

Of primary concern at Witt O'Brien's is the professionalism and personal integrity of our field personnel; we understand that our monitoring staff would represent not only our firm but our client as well. For that reason, 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 Village would always have the ability to dismiss any of our field staff from the project at any time for any reason.

Monitoring Training Plan

Witt O'Brien's has developed a comprehensive training program for its newly hired debris monitors consisting of class room instruction and exercises, a MS PowerPoint presentation on FEMA debris operations, eligibility guidelines and monitoring techniques and a review of our field manual, which each monitor receives a copy of. We also have an internet-based training capability called the Learning Management System, through which monitors and supervisors can access our training materials and test their knowledge on a graded quiz after each session. Each new hire undergoes an intensive four-hour training and orientation session conducted by our Operations Coordinator or Lead Supervisor, which emphasizes safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, dress codes and our standard procedures for debris monitoring and project management. A special training session is held for monitors chosen to serve as truck measurement certification crew. New monitors are also trained in the use of our GPS units and digital cameras, and supplied with reference materials and maps of their work zones. Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day and held to our high standards of performance and conduct.

Public Information Development and "Hot-Line" Call Center

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 clients Debris Manager to implement a Public Information Plan, which can be devised prior to storm season. Our Project and Operations Managers will work with the Village's staff 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. We will also make staff available to the Village to distribute and disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents. Our staff can also set up debris information "hot line" phone center for the public or construct an informational website where the public can track debris removal progress, review collection schedules and have e-mail questions answered.

Quality and Quantity of Equipment

Witt O'Brien's is dedicated to preparing for a rapid response to all of our clients' disaster response and recovery needs and we maintain all of the equipment necessary to initiate a debris monitoring project in pre-packaged bundles at our offices and warehouses. We have everything we need for a major debris monitor project ready to mobilize on short notice, including:

- Mobile Command Posts
- DebrisPro™ Handheld Units and Printers
- Handheld GPS Units
- Computers and Portable Servers
- Generators
- Cell Phones (all Witt O'Brien's project management team members are issued Smart phones
- Digital Cameras
- Safety Equipment (hard hats, safety vests, traffic flags and cones, medical kits, etc.)
- Office Supplies (folding chairs and tables, file cabinets, staplers, folders, etc.)
- Field Supplies (measuring tapes, spray paints, ladders, plastic boxes, batteries, etc.)
- Forms and Documents (truck certification forms, truck placards, etc.)
- Pre-identified Vendors Lists (other equipment, supplies, services as needed)

Truck Measurement and Certification Program

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 Manger, with photographs of each truck showing its placard and any modifications, would be provided to the Village in a binder along with electronic "PDF" copies and a summary spreadsheet. Our Quality Control/Roving monitors 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™**.

Field Supervisors

Witt O'Brien's provides experienced Field Supervisors at staffing levels commensurate with operational requirements to oversee and coordinate the activities of all Witt O'Brien's field and site monitors. At least one Supervisor will be responsible for monitoring activities in each debris zone and/or a group of 10 – 12 field monitors (as recommended by FEMA). Field Supervisors will provide the following services:

- Oversee the work of all Witt O'Brien's collection and site monitors;
- Implement the Quality Assurance and Quality Control program in the field;
- Ensure that project safety policies and guidelines are adhered to;
- Verify that only FEMA-eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones;
- Verify proper photographic documentation of hazardous trees (leaners and hangers);
- Coordinate monitors' schedules and assignments and ensure job performance standards are met;
- Track, report and manage contractor damages;
- Maintain positive public relations regarding any complaints or concerns;
- Coordinate daily with the Debris Haulers in their zones and resolve disputes or problems;
- Ensure that first pass debris collection from FHWA-ER eligible roads is documented accurately;
- Confer with FEMA debris specialists in the field to resolve eligibility issues;
- Maintain daily field reports.

Roving Monitors / Quality Control Inspectors

Witt O'Brien's frequently deploys trained roving debris monitors 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, inspect debris zones for "hot spots" and zone closure status, distribute fliers or door hangers to residents and perform other functions as requested. 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. Roving monitors would work with FEMA and the Village's field staff to "pre-validate" certain types of debris, such as stumps and hanging tree limbs. Designated personnel would also provide Quality Control/Quality Assurance 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, assure load tickets are completed correctly and report to the Project Manager daily.

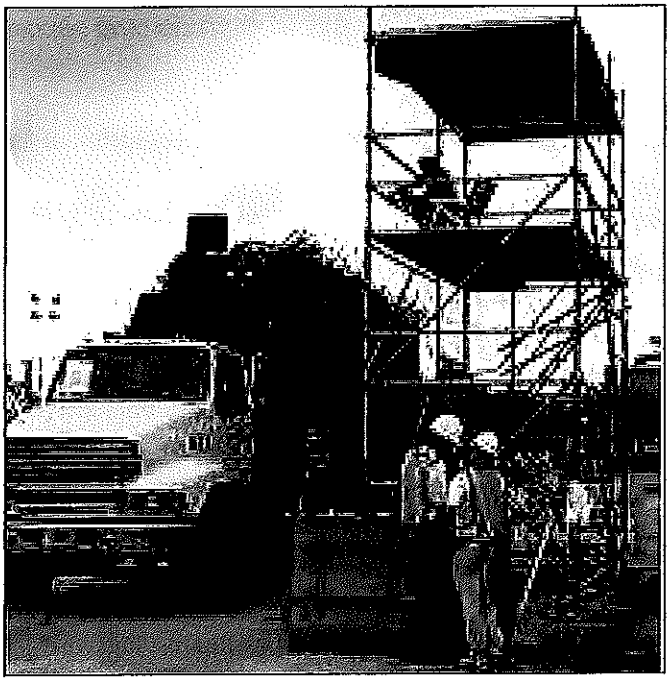
Loading Site Monitors

Witt O'Brien's loading site monitors will inspect and monitor all debris collection work performed by the removal contractors and record data for each load either on standard load tickets or the ADMS handheld unit. Witt O'Brien's will provide an adequate number of monitors to inspect and

monitor all debris removal activities and document each load utilizing load tickets, field logs and other documentation as required.

Collection site debris monitor responsibilities include:

- Monitor the daily debris removal activity of trucks and contracted crews.
- Issue load tickets or capture data electronically at collection sites for each load.
- Complete and sign each load ticket, certifying that the truck is fully loaded with eligible storm debris, before allowing truck to proceed to a DMS or final disposal site.
- Survey and record the 'special needs' areas in which larger items such as tree stumps and root balls, hazardous leaning trees and hanging limbs, hazardous materials, construction and demolition debris that require specialized removal equipment and documentation.
- Verify all debris collected is storm related and eligible for FEMA funding.
- Ensure hazardous waste materials are not mixed in with debris loads.
- Ensure debris removal contractors do not remove debris from private property with proper authority and without a Right of Entry/Hold Harmless Agreement signed by the property owner(s).
- Identify, document, and report any damages to private property caused by the debris removal contractor or monitoring firm.
- Ensure mixed types of debris are not loaded into debris removal trucks unnecessarily.



Debris monitoring site activity.

Debris Management Site Selection and Monitoring

Witt O'Brien's will assist the Village with selection, evaluation, baseline environmental data and soil sample collection and State and local authorization of temporary Debris Management Sites, either prior or subsequent to an event. We will also coordinate State and local authorizations of temporary sites or burn permits and address any other environmental issues that may arise. At least two trained Witt O'Brien's Debris Management Site monitors will be deployed to each site to perform these tasks:

Inspect all inbound trucks and make a quantitative volumetric assessment of the debris loads;

- Verify each truck that delivers debris to the DMS matches its manifest load ticket including truck number, type of debris and truck volume.
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area.
- Ensure that each truck bed has been fully emptied prior to departure from the DMS or final disposal site.
- Maintain accurate daily logs of all load tickets inventoried and/or voided.
- Perform quality control and assurance checks on all load tickets.
- Immediately contact monitors and Field Supervisors when load ticket errors are detected at the DMS, in order to promptly remedy any errors and maintain satisfactory field monitor performance.
- Photograph truckloads of debris or other items at the DMS as needed.
- Ensure the site is clear at the end of each day when trucks stop operating and that it is properly secured overnight.
- Report and review daily safety issues.
- Coordinate, document and oversee site restoration at conclusion of the project.

Special Debris – Stumps, Limbs, Trees, and Other Issues

Certain types of hazardous debris (such as hanging tree limbs, leaning trees, canal and marine debris, white goods and tree stumps) 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 Village regarding unique debris challenges. Our priority is to protect the Village's interests and federal funding by ensuring that all work to remove hazardous debris from public rights-of-way and properties (or if necessary from private gated communities or private roads) 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 these types of storm debris.

FHWA / FEMA Cost Separation

Until the issuance of a FEMA declaration for eligible debris removal cost reimbursement, it is imperative from the beginning of the debris project 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 Village to review FHWA debris removal guidelines and identify roadway sections within the affected jurisdiction that are designated as part of the Federal Aid System. 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 claims. Understanding that the FHWA Map 21 regulation changes have altered the landscape for potential debris removal reimbursement, we want to ensure that our clients are in conformance with both funding programs which ever situation may apply.

Ineligible Debris Notification

Witt O'Brien's will also implement a program to identify and document debris which is not eligible for removal funding from FEMA or FHWA. Monitors and Field Supervisors - trained in FEMA eligibility guidelines - document, photograph, map and mark ineligible debris, providing detailed reasoning for its ineligibility and may place 'door hanger' notification at residences to explain why the debris was not collected by the removal contractors and what they can do. Roving monitors would also be deployed to support this program and would consult with FEMA field staff regularly on matters of debris eligibility on behalf of our client.

Private Property Debris Removal (PPDR) and Demolition Program Support

Entering private property for the purposes of collecting storm debris is generally not allowable, either by local ordinance or federal reimbursement programs. However, when destruction is widespread and FEMA renders permission, the Village may take the initiative to enter private property after signed Right of Entry (ROE) agreements have been executed. Witt O'Brien's has extensive experience in implementing, managing and monitoring ROE programs and we would assist the Village 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 Village in the proper implementation, documentation and monitoring of that program.

Residential Debris Drop-Off Site Management and Monitoring

If the Village decides to implement a residential debris-drop off site, Witt O'Brien's will set up, manage and monitor debris drop-off sites where local residents may bring storm debris themselves. We will work with the Parks or Public Works Departments to identify suitable sites and set up segregated disposal areas for different types of debris. We will also provide staff to develop public announcements about the site, verify residency for each visitor, track and record volumes

and types of debris, ensure recyclables are segregated, ensure that Household Hazardous Waste is handled and stored properly, and monitor the hauling of debris to final disposal.

Damage Tracking and Reporting

Witt O'Brien's often implements a Contractor Damage Reporting and Remediation Program, to track damages caused to private and public property by the debris removal contractors. Each incident is documented with photographs, logged on damage/incident reports and called into Field Supervisors. The Debris Manager or his designated representative is informed of the incident and a report of each damaged facility will be provided to the Village and the debris removal contractor. Field Supervisors follow up to verify that remedial action took place by the debris removal contractor in an appropriate timeframe. If electric, water, phone or cable TV utilities are damaged, Witt O'Brien's will contact the proper utility authority and report the damages immediately to the Village. If the damages result in immediate or grave safety concerns, we will also alert the Police, Fire or Public Works departments, as the situation warrants.

Daily Meetings and Status Reports

Our Project Manager and/or Deputy Project Manager will attend daily meetings with the Village 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. Daily detailed summaries of the previous day's debris removal activities and data will be provided to the Debris Manager by 10 A.M. which will contain, at a minimum, the following information:

- Daily and running summaries of the quantities and types of debris collected;
- Operation times of all debris loading trucks and debris management sites;
- The number of trucks operating daily;
- The number of Witt O'Brien's debris monitors working daily;
- Progress by area or zone and estimates of remaining debris; and
- Amounts of reduced debris removed from temporary sites and hauled to final disposal.

Health and Safety Program

One of our primary responsibilities is to remain vigilant for ways to avoid accidents and enhance safety. We take safety seriously and work with our clients and the removal contractors on ways to make sure that all debris removal and monitoring operations are conducted in the safest manner possible. Our supervisory and monitoring staff would be trained in our internal safety guidelines for monitoring projects. Our safety guidelines include daily safety inspections at temporary debris sites to ensure that fire suppression equipment, first aid kits, eye flush materials and other safety equipment is on hand, that the contractors are operating in safe manner and that OHSA safety guidelines posters are prominently displayed. Our supervisors carry first aid kits in the field and stress safety issues and our monitors are required to call supervisors in the event of safety program violations. All monitoring personnel are required to wear hard hats, steel toed boots, safety vests

and eye protection (at DMS) and to remain a safe distance from loading equipment and activities. Trucks are inspected before leaving the loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner. Witt O'Brien's would document and report any serious unsafe activities or conditions witnessed in the field and halt debris operations until corrective measures are taken.

Quality Assurance / Quality Control

Witt O'Brien's is committed to customer service and project success. At the core of our debris monitoring 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.

We also diligently monitor other performance parameters throughout the project to assure quality, such as the work of our data entry staff, field monitors and supervisors. 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 client's requirements and federal reimbursement guidelines – in order to intercept and swiftly correct any potential deficiencies. Our Project and Operation Managers focus on the quality and integrity of these project elements to ensure that compliance, performance and customer service goals are met.

Problem Resolution and Continuous Improvement

Witt O'Brien's has a reputation and proven record for out-of-the-box thinking, the use of program flexibility and precedent, and the development of collaborative solutions for our clients to resolve problems. For every client engagement, Witt O'Brien's provides 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.

Data Management and Reporting

On a daily basis, Witt O'Brien's would produce, manage and organize all project documents and enter data from the load tickets into **DebrisPro™**. Witt O'Brien's makes it a priority to manage load tickets correctly and produce accurate electronic data-base files of all pertinent information on the

load ticket, which are then used to reconcile our records against those of the debris removal contractor and to certify approval of the removal contractor's invoices.

Final Disposal Confirmation and Documentation

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 State, Federal and Local regulatory guidelines. Our monitors inspect loads of reduced debris leaving the temporary DMS, 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, we would confirm that all of the required documentation and environmental permits are in place and that State, Federal and local authorizations are secured. We would also coordinate with FEMA, State and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

Invoice Reconciliation and Final Payment Approval

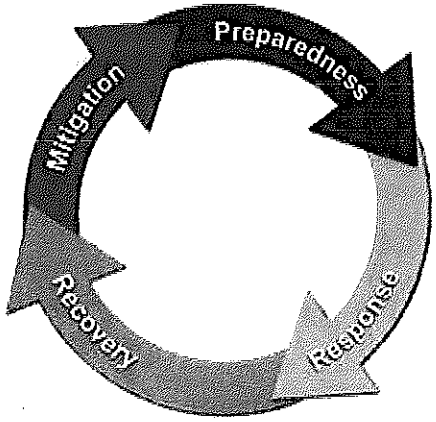
Witt O'Brien's will reconcile each of the debris removal contractor's invoices and backup documentation with our independently maintained database of debris quantities and project costs. First, we ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, 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 Village 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.

After Action Reporting

We will produce a final "After Action 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.

Additional Related Services



Comprehensive FEMA Public Assistance Program Support

As a full-service disaster management and recovery firm with extensive experience in providing government clients with comprehensive consulting services, Witt O'Brien's is fully prepared to offer expert technical assistance with FEMA and other federal grant program claims, beyond those associated with the debris project. We can provide the experienced FEMA and FHWA Program consultants to assist with the management and administration of the all disaster mitigation, planning, response and recovery needs. Our professional FEMA Program consultants work with clients from the beginning of the response and recovery processes to properly capture and scope all eligible costs and work, through final inspection, closeout and financial audit. We have prepared hundreds of FEMA Project Worksheets and worked with hundreds of PA applicants to maximize their federal reimbursements and are well prepared to assist with all FEMA Public Assistance and other federal program challenges. Our comprehensive scope of services includes:

- EOC Support
- FEMA Program Public Assistance and FHWA Emergency Relief Program guidance
- Preliminary Damage Assessments
- Scope of damage formulation and documentation
- Immediate Needs Funding Requests
- Project identification and scope of work development
- Contract procurement assistance and bid review
- Kick-off Meeting attendance and support
- Project Worksheet development – small and large
- Project cost documentation management
- Project Management for permanent work
- Small project netting reviews
- Mitigation project identification and support
- Appeals research and writing
- Project deadline time extension requests
- Alternate and Improved Project identification and requests
- Insurance reviews and benefits tracking
- Request for Reimbursement and Summary of Documentation
- Quarterly Reports to the State
- Comprehensive FEMA Grants management and compliance monitoring
- Case/Project Management and files maintenance
- Final Inspection and Project Closeout support
- FEMA OIG audit support

Summary of Disaster Grant Management Services	
Task	**Services**
Pre-event Coordination	▪ Review and Revise Emergency Management Plans ▪ Coordinate Table Top Exercises ▪ Training in FEMA PA and FHWA ER Programs ▪ Training in Debris Management ▪ Explore Hazard Mitigation opportunities ▪ Review past issues and concerns with FEMA funding
Disaster Response	▪ Mobilize Witt O'Brien's PA staff as directed by the Client ▪ Coordinate with State and FEMA Public Assistance Coordinators ▪ Provide staff to support the EOC ▪ Assist with the prioritization of response activities
Preliminary Damage Assessments	▪ PDA field inspection and documentation support ▪ Disaster Declaration assistance ▪ Debris Estimation support
Applicant Briefings	▪ Attend State Briefing on behalf of the Client ▪ Assist with Requests for Public Assistance
Kick-off Meetings	▪ Attend FEMA Kick-off meetings on behalf of the Client ▪ Assist the Client with formulating and reporting initial damage claims
Project Formulation and Grants Management	▪ Perform Site Inspections to identify and document damages ▪ Scope repair work and estimate costs ▪ Apply Cost Estimating Format ▪ Prepare Project Worksheets with Applicants ▪ Provide technical assistance and ensure regulatory compliance ▪ Review Project Worksheets (PWs) prepared by the client or FEMA ▪ Maintain status and summary reports for the Client ▪ Prepare FHWA DDIRs ▪ Act as the Client's advocate in FEMA meetings ▪ Track work deadlines and process extension requests ▪ Ensure proper documentation of Force Account and contract costs ▪ Identify Improved and Alternate Projects and assist Applicants ▪ Review Special Considerations with Applicants ▪ Perform insurance reviews on permanent repair projects ▪ Prepare and maintain all documents needed to support federal claims
Immediate Needs Funding	▪ Identify eligible projects ▪ Assist the Client with INF request process
Reimbursements	▪ Formulate and submit Requests for Reimbursement ▪ Compile Summary of Documentation for RFR ▪ Submit Quarterly Reports ▪ Review projects with the Client and maintain files ▪ Prepare Version Project Worksheets for additional funding identified

Summary of Disaster Grant Management Services	
Task	**Services**
Mitigation	▪ Identify 406 and 404 opportunities ▪ Apply Cost Benefit Analyses ▪ Review Mitigation applications for regulatory compliance ▪ Assist the Client with mitigation project management and accounting ▪ Assist with vulnerability assessments and risk profiling
Debris Management	▪ Coordinate active debris management with State and FEMA ▪ Assist with initial debris quantity and removal cost estimations ▪ Ensure proper monitoring of all debris removal projects ▪ Assist the Client with debris removal and monitoring contracting ▪ Assist with environmental permits and authorizations ▪ Assist with the identification of suitable debris sites ▪ Assist with identification and tracking of FHWA eligible costs ▪ Confer with FEMA on the Client's behalf to resolve debris issues ▪ Prepare Category A Project Worksheets for submittal to FEMA ▪ Prepare Category A PWs and documentation for final inspection
Financial Recovery	▪ Review open FEMA PWs for additional funding opportunities ▪ Assist with FEMA negotiations ▪ Prepare Version PWs to account for additional cost claims ▪ Identify un-funded or under-funded projects
Arbitration and Appeals	▪ Identify FEMA decisions susceptible to appeals ▪ Negotiate with FEMA to resolve issues ▪ Assist in formulation and writing of appeals
Small Project Review	▪ Review small FEMA projects for additional funding opportunities ▪ Assist with Small Project nettings ▪ Assist with preparation of P4 documentation ▪ Perform Small Project validations with FEMA
Final Inspections / Project Closeouts	▪ Track FEMA projects for closeout status ▪ Provide technical assistance on all FEMA categories of work ▪ Perform Site Inspections to document and confirm repairs ▪ Assist in documentation assembly for final inspection ▪ Assist with Request for Large Project Close-out ▪ Manage documentation through Final Inspection Process ▪ Identify additional eligible costs ▪ Final reconciliation of FEMA, FHWA, Insurance, HUD funding ▪ Work with FEMA to validate project costs ▪ Prepare Final Closeout Version Project Worksheets ▪ Assist Applicants with DHS OIG or State audits ▪ Ensure proper document retention and storage
Audit Support	▪ Support during OIG and OMB audits

Hazard Mitigation Program Support

Witt O'Brien's Mitigation Specialist would coordinate with Village disaster recovery team to review Hazard Mitigation Program compliance factors and application requirements, current mitigation efforts and issues, FEMA's policies on mitigation funding, the status of State mitigation funding priorities and assets, and other pertinent background information.

Our approach to mitigation includes performing an assessment of 406 and 404 Program opportunities and coordinating with state and local mitigation strategy groups to maximize the use of the available funds. Key elements that represent the strength of our Mitigation team are the implementation of vulnerability assessments, the inclusion of considerations such as climate changes that create incidents like storm surge, experience with the concept of community safe rooms, evacuation vs. sheltering. All of our insights into mitigation allow us to enhance the development of hazard resistant communities through an alliance between the public and private sectors.

Disaster Management Training

As the only firm which has developed and delivered comprehensive debris management, disaster recovery, FEMA, FHWA and emergency management training seminars and materials to all Florida local governments as well as the Florida Department of Transportation, and which was instrumental in assisting FEMA in the development of its first debris management training seminars, Witt O'Brien's is well prepared to provide training to our clients. Training sessions may consist of table-top exercises, drills, classroom instruction or web-based seminars given through our own Learning Management System, whereby students access training materials and take knowledge tests via the internet.

Debris Management Planning

Witt O'Brien's has extensive experience in the development and drafting of comprehensive all hazards Debris Management Plans which conform to FEMA standards and serve to better prepare local governments to efficiently and effectively undertake a major debris removal operation while maximizing federal reimbursements. We can prepare or revise a debris management plan which would address capabilities to respond to a disaster event based on current readiness status and which would be consistent with the Comprehensive Emergency Management Plan. The Debris Management Plan would elaborate on the management and operational processes and procedures required to prepare for, respond to and recover from either a natural or man-made debris-generating disaster event for a 'cradle-to-grave' disaster debris removal and disposal operation.

Comprehensive and Web-Based Applications

PlanPRO®

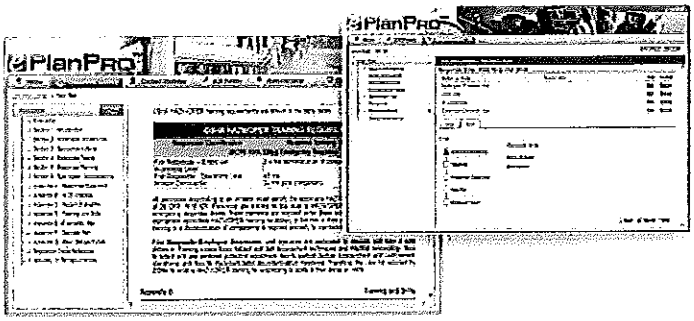
In addition to the Debris Management plan, Witt O'Brien's can assist in the development or revision of all other types of emergency response and recovery plans. We would perform a comprehensive review of existing internal policies, guidelines, regulations and recovery plans in order to discern our client's level of preparedness for an emergency or disaster, identify gaps in capabilities and assess compliance with federal and state guidelines. Witt O'Brien's has extensive experience in the

development of all types of emergency and disaster plans and would provide professional planning services upon request. Types of plans we are well qualified to prepare include:

- Comprehensive Emergency Management Plan
- Continuity of Government Plan
- Continuity of Operations Plan
- Hazard Mitigation Plan
- Emergency Operations Plan
- Integrated Contingency Plans
- Facility Response Plans
- Emergency Response Plans
- Spill Prevention, Control and Countermeasure Plans
- Storm-water Pollution Prevention Plans
- Hazardous Waste Contingency Plans
- Facility Security Plans
- Crisis Management Plans

ePlanPro®

Witt O'Brien's also provides an Electronic Planning Solution called **ePlanPro®**. This is a securely hosted, web-based planning management system that uses best-of-breed technology to provide customers a central database driven application that helps manage an unlimited number of plans and associated documents enterprise-wide throughout numerous facilities and terminals.



Built by planning professionals and responders, not programmers, this software combines decades of response and contingency planning experience using the latest technology and strategy to meet industry processes and documentation requirements. **ePlanPro®** can be customized and implemented for each client to manage a multitude of facility plans and locations world-wide. (Extra fees are associated with subscription to **ePlanPro®**)

Public Information and Web-Based Solution

Witt O'Brien's can provide a Public Information Officer to represent state or local government agencies during the debris project, to provide immediate and integrated Public Relations coverage from the beginning of an incident through to the entire response and recovery process. We can develop, through our **PIER** (Public Information Emergency Response) System, a website and internet-based communications system which would allow Village to instantly and efficiently disperse information on the emergency situation to any target audience – the media, elected officials, police and fire personnel, field staff, contractors, federal authorities, etc. Our automated public information system is compliant with the National Incident Management System and offers unparalleled options and abilities to broadcast and receive information in most efficient manner possible. With our **PIER** System, you can communicate instantly, using current or pre-scripted information, via e-mail, text message,

Twitter, smart phone, and any other social networking system. (Extra fees are associated with subscription to **PIER**)

The **PIER** System is an all-in-one, web-based solution for communications management, emergency response, public relations, business continuity and more. **PIER's** robust features provide the technology needed to communicate during routine events, minor incidents and major catastrophes affecting employees, the public, investors, the media, and other key stakeholders. Capabilities include:

- Manage all areas of crisis communications within a single, integrated system
- Crisis Centers are set-up and ready to go with pre-made document templates, forms, surveys and folders
- Two way SMS text based inquiry system allows people to submit inquires via text message; SMS responses can then be sent from within the system back to inquirers
- Mass notification methods include email, SMS text, fax, text-to-voice, RSS feeds and social media integration
- Real-time reporting of document distributions and notification campaigns to monitor status

Automated Incident Command System Tools

Witt O'Brien's has also developed a set of valuable software programs called **CommandPro®** which delivers the tools needed to automate the Incident Command System and facilitate proactive transfer of information rapidly and efficiently across the whole command structure for any incident.

This technology is used by some of the world's most experienced and knowledgeable emergency preparedness team. The software is most noted for its universal access and complete integration. This enables first responders, government agencies and private industries the ability to respond faster and have greater control over resources. (Extra fees are associated with subscription to **CommandPro®**). Key Features:

- Incident summary dashboard
- Incident tracking – new and historical
- Planning P interface
- ICS 201
- Incident Action Plan
- Resource tracking
- Virtual status board
- Incident wall
- Document management tools
- Roles and responsibilities

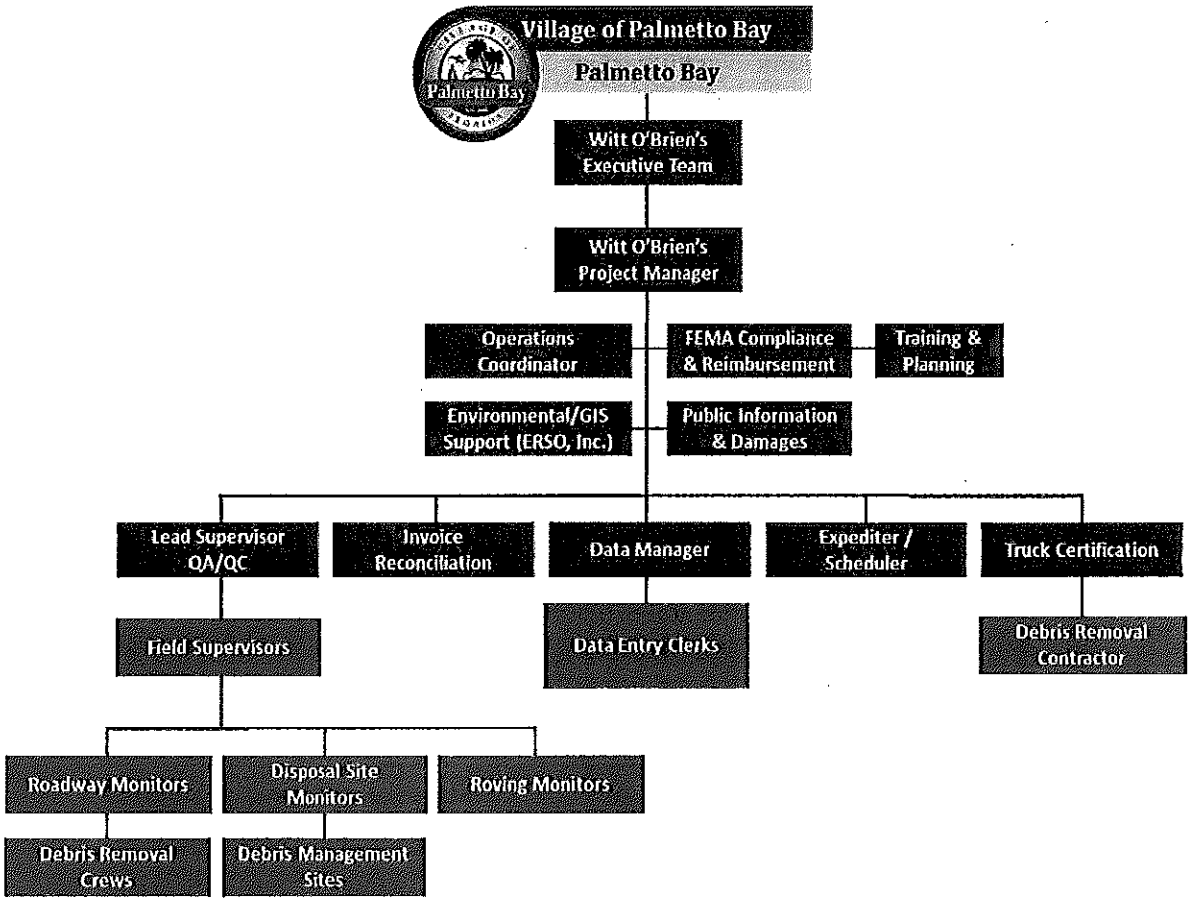
Qualifications of the Project Manager & Other Key Staff

Witt O'Brien's retains, as permanent full-time employees, a staff of trained and experienced disaster debris monitoring, FEMA Public Assistance Program, FHWA Emergency Relief Program, GIS, environmental and hazardous waste specialists who are ready to mobilize on behalf of our disaster-affected clients on short notice. Our project management and supervisory personnel have undergone training in Incident Command System, debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, project management and disaster management and have valuable experience from serving on several major recovery projects. All of our project management personnel and core consultants hold training certificates from the Emergency Management Institute, including many of those in the table below:

FEMA Emergency Management Institute Certificates
IS-001 - Emergency Program Manager: An Orientation to the Position
IS-100 - Introduction to the Incident Command System
IS-100 PW – Incident Command System for Public Works
IS-197 - Special Needs Planning Considerations for Service and Support Providers
IS-200 - Incident Command System for Federal Disaster Workers
IS-208 - State Disaster Management
IS-230 - Principles of Emergency Management
IS-235 - Emergency Planning
IS-253 - Coordinating Environmental & Historic Preservation Compliance
IS-340 - Hazardous Materials Prevention
IS-362 - Multi-Hazard Emergency Planning for Schools
IS-393 - Introduction to Hazard Mitigation
IS-546 - Continuity of Operations Awareness Course
IS-547 - Introduction to Continuity of Operations
IS-197 - Special Needs Planning Considerations for Service and Support Providers
IS-200 - Incident Command System for Federal Disaster Workers
IS-630 - Introduction to the Public Assistance Process
IS-631 - Public Assistance Operations I
IS-632 - Introduction to Debris Operations in FEMA's Public Assistance Program
IS-634 - Introduction to Public Assistance
IS-700 - National Incident Management System
IS-702 - NIMS Public Information Systems
IS-703 - NIMS Resource Management
IS-800 - National Response Plan, an Introduction
IS-801 - Emergency Support Function # 1 – Transportation
IS-803 - Emergency Support Function # 3 – Public Works and Engineering

Project Organization Tailored to Project Needs

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



Summary of Key Staff

Witt O'Brien's has a reputation of bringing seasoned debris monitoring specialists to our clients. 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. 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.

The following summaries of qualifications for the proposed project managers and other key staff for the Village demonstrates the depth of experience and knowledge our professional team will provide. Resumes for key staff are provided in Section G, Other Attachments.

Executive Management Team

Mark Merritt – Executive Management/Principal: Mr. Merritt has more than 20 years of experience in disaster recovery, eight of which were spent working directly for FEMA. As Senior Vice President of the Recovery Division at Witt O'Brien's and one of the founding executives of Witt O'Brien's, Mr. Merritt brings to the company's client's first-hand operational experience in emergency planning, on-site disaster response, and disaster recovery services. His expertise in assisting municipal and state governments navigate the complex regulatory area of government reimbursement for post-disaster debris monitoring, public assistance, individual assistance and hazard mitigation, is highly sought-after by clients who seek to maximize their allowable reimbursements.

Chuck Brannon – Executive Management/Debris Monitoring: Mr. Brannon serves as the Vice President of Debris Services for Witt O'Brien's. Mr. Brannon has 20 years of experience in emergency management and has been involved in 14 major disasters nationwide. He performs executive level oversight for recovery projects by providing high level organization and planning. Since 2011, Mr. Brannon has provided management for debris monitoring services in response to many 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). He understands what can be expected and leverages the experience of the Witt O'Brien's staff to aid our clients in full, long-term recovery.

Prior to his career with Witt O'Brien's, Mr. Brannon spent 34 years with the Florida Department of Transportation (FDOT). He 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 million ROW Work Program, ROW Funds Management, Property Management and the ROW Training program. He worked with the district offices to perform in-depth analysis of projected roll forward, assisted districts in setting targets for contingencies, and helped ensure that projects were funded at proper levels.

Anneilia Holton-Williams, Executive Management/Public Assistance: Ms. Holton-Williams is Vice President of Disaster Operations at Witt O'Brien's and has more than a decade of experience overseeing all aspects of disaster management. Her experience includes recovery efforts in Florida after Hurricanes Charley, Frances, Ivan, and Jeanne, serving as the Project Coordinator for clients and supervising staff while providing technical guidance and meeting with applicants, as well as working with the State of Louisiana and the Commonwealth of Virginia.

Ms. Holton-Williams has assisted managing efforts in Louisiana for the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), managing up to 200 consultants working with the applicants and the FEMA on the recovery process, project eligibility, policy development, and other issues. She has coordinated the field level Public Assistance (PA) staff, provided recommendations on improving operations, provided technical assistance to State Applicant Liaisons regarding applicant issues, and maintained documentation to justify actions,

completed tasks, and accomplishments. She assisted the State with the development of the grants management program and hiring and training of the disaster recovery specialists.

Project Managers

Kevan Parker – Regional Project Manager: Mr. Parker is currently serving as the Senior Regional Manager over the New Hanover, North Carolina, debris project and the Project Manager over the Columbia County, Georgia, debris project. Both of these projects were a result of Winter Storm Pax and will involve 125,000 and 650,000 cubic yards respectively.

Mr. Parker recently served as senior project manager over seven debris monitoring projects in Louisiana for Hurricane Isaac recovery efforts, oversaw seven projects in New Jersey in response to Hurricane Sandy, and was project manager for DR-1994 Tornado in Wilbraham, Massachusetts. Mr. Parker's previous project with Witt O'Brien's was as a Field Accounting Monitor on the BP Deepwater Horizon oil spill in the Gulf of Mexico. Mr. Parker has more than 18 years of Disaster Debris eligibility and oversight experience along with more than 37 years of working in/and for government agencies at the local, state and federal level. The insight that has been gained by working at multiple levels of government provides him with an exceptional ability to expect the needs of state and local governments and give guidance for all eligible reimbursements from Federal agencies.

Charles Bryant – Project Manager: Mr. Bryant is a highly qualified emergency response and debris monitoring project manager and technical expert. Mr. Bryant has over 25 years of experience in emergency response and 10 years of experience in debris monitoring. 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 with 18 of his 25 years at the fire department as a 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 PA, hazard analysis and mitigation, Homeland Security Exercise and Evaluation Program (HSEEP) exercise design, and instructional and educational services.

Andy Janes – Project Manager: Mr. Janes is an experienced Debris Management and Public Assistance (PA) Specialist with more than 15 years of debris, PA, 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. He is a results-driven leader with excellent communication and interpersonal skills. Mr. Janes is capable of rapidly assimilating new technologies and concepts to meet the demands of dynamic environments and customer satisfaction.

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. Mr. Janes has worked as a Debris Specialist, Debris Monitor, Senior PA Coordinator, Project Specialist, Closeout Specialist, Layout Specialist, and Technician.

Other Key Staff

Bryan Jansen – Field Supervisor: Mr. Jansen has extensive experience managing all aspects of disaster recovery and federal funding programs. He has experience with disaster debris monitoring requirements and with managing teams of disaster debris monitors. Mr. Jansen has valuable knowledge of the management and operations of debris monitoring projects.

Most recently he served as Project Manager for several monitoring projects in Massachusetts, and he acted as State Lead overseeing Witt O'Brien's recovery personnel for the Deepwater Horizon oil spill in Bay County, Florida, as well as in Harrison and Hancock Counties in Mississippi. During the devastating 2004 and 2005 storm seasons, he assisted Charlotte, Lee and Seminole Counties in Florida with the monitoring of major debris removal projects (more than 500 thousand cubic yards each) for Hurricanes Charlie, Frances, Jeanne and Wilma. He provided consultation and technical advice to county officials regarding compliance with FEMA regulations, debris eligibility in major debris projects and served as Operations Supervisor, overseeing debris monitoring staff and ensuring project quality control.

John Lloyd – Field Supervisor: Mr. Lloyd has more than 30 years of experience in debris monitoring and emergency management, including 14 years with the Witt O'Brien's debris monitoring team, on which he has managed some debris operations for some of Witt O'Brien's largest projects and clients.

Mr. Lloyd managed and monitored debris projects in Massachusetts and Kentucky in response to several severe winter storms and tornadoes. After Massachusetts suffered a severe winter storm (DR-4051) in early 2011, Mr. Lloyd served as Operations Coordinator and Deputy Project Manager for the debris monitoring project. He planned and coordinated all aspects of operations for the Village of Springfield and was the liaison between the client and the contract. He provided quality assurance, materials management, inventory control, and scheduling, and monitored operational planning, and he also trained new hires and resolved client issues.

Chris Denney – Data Manager: Mr. 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.

On his most recent project, Mr. Denney provided data support and financial reconciliation for the State of Georgia after the severe winter ice storm in February 2014. He has performed data management responsibilities on several projects. After Hurricane Isaac in Louisiana, Mr. Denney worked as roving monitor and supervisor across five parishes and led the handheld ticketing project using Motorola MC-75 equipment. While in Louisiana, he performed Assistant Data Manager responsibilities remotely for Lavallette, New Jersey, following Super Storm Sandy. He also has direct field experience with assigning and mobilizing large numbers of monitors and debris trucks on high priority projects.

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.

Additional Positions

Ryan Booth – Operations Manager: Mr. 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. 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 to provide debris monitoring services to clear trees and limbs that fell after the storm.

Stephen Powell – Operations Manager: Mr. Powell is an experienced debris project manager and technical assistance expert. In the last 5 years Stephen has served as the Project Manager for debris operations for several debris monitoring projects in Massachusetts, Texas, Louisiana, New Jersey, and Georgia. In these combined efforts, Mr. Powell documented the removal of several hundred thousand cubic yards of debris, assisted in the reimbursement of more than $10 million in debris-related costs along with overseeing the hiring, training and deployment of more than 100

employees and the associated equipment to accurately document and expedite the entire debris removal process. In New Jersey, for example, he provided project management to monitor and document the removal of hazardous waste and materials, private property debris, white goods, stumps, hanging limbs, trees, construction and demolition materials (C&D), and loose vegetative debris. His projects removed approximately 250,000 cubic yards of debris. Mr. Powell is currently serving as Project Manager in response to Winter Storm in Columbia County, GA.

Valarie Philipp – FEMA/FHMA Specialist: Ms. Philipp is a Long-Term Disaster Recovery Project Manager for Witt O'Brien's, with nine years of experience in emergency management. Her experience includes technical assistance to state and local government entities, such as grants management and debris operations consulting as well as planning and training.

Ms. Philipp currently 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 also works with state and local governments to prepare and update their Disaster Debris Management plans and to properly procure vendors for pre-disaster contracts, in order to conform to FEMA financial incentive guidelines implemented through the Sandy Recovery Improvement Act. She has assisted with the development of FEMA Public Assistance and FHWA Emergency Relief training materials for FDOT and other local government applicants, and delivered training more than 3,000 representatives over the past five years.

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 Hurricanes Frances (DR-1545) and Jeanne (DR-1561) in Palm Beach County, Florida. She also assisted applicants in Miami-Dade and Broward Counties for both Hurricane Katrina (DR-1602) with debris removal project eligibility, funding obligation and managing debris specialists and with Hurricane Wilma (DR-1609) for QA/QC and Special Projects resolution.

Lynne Storz – FEMA/FHWA: Ms. Storz has 10 years of experience in emergency management, debris operations, planning, and technical assistance to local government. Her previous experience includes 15 years in the field of integrated solid waste management. Her experience in emergency management includes project management of hurricane debris operations, statewide planning and training, preliminary damage assessments, and federal disaster recovery grant programs.
Ms. Storz recently served as Project Manager for Witt O'Brien's debris monitoring operation in Lafourche Parish, Louisiana, for its Hurricane Isaac recovery efforts, and she provided technical assistance to state agencies and local government clients in New Jersey as they recovered from Hurricane Sandy. She was deployed in New Jersey providing closeout duties for pre-Hurricane Sandy storms.

Previously, Ms. Storz was responsible for providing technical assistance and planning to local governments in the areas of FEMA Public Assistance and FHWA Emergency Relief programs. In this role she served as Public Assistance Coordinator for the Florida Department of Transportation (FDOT), assisting with project closeout, appeals, project worksheet formulation, and grant

reimbursement contributing in an aggregate increase of $100 million to the client. She assisted more than 80 local governments with DDIR documentation preparation for FHWA reimbursement. Ms. Storz managed the development of FDOT's Statewide Debris Management Plan, which was approved by FEMA Region IV. Subsequently, she developed seven District Debris Operations Plans, as well as the development and delivery of training on plan implementation. Ms. Storz assisted in the development of FEMA PA and FHWA ER training, and delivered training to more than 2,000 local government personnel in Florida.

Staff Positions and Responsibilities

Witt O'Brien's is prepared to mobilize an experienced project management and debris contract monitoring team on short notice to any disaster-affected area in the country. On a large project, our general project management and operational team consists of some or all of the positions in the table below, though we strive to satisfy the client's every need and are flexible and adaptable to operational requirements. Below are the general job responsibilities for our project management and field operations team members:

Monitoring Positions and Responsibilities	
Position	**General Responsibilities**
Company Principal	**Responsible for oversight of project management team, customer service, QA/QC, contract compliance**
Project Manager	Coordinate pre-event planning Provide daily project oversight and quality assurance Mobilize to EOC upon notification Liaison with Client and its sub-divisions and departments throughout the project Manage and ensure performance of personnel Resolve any contract, performance or personnel issues Prepare reports and meet with Client regularly
Deputy Project Manager	**Fill in when necessary for the Project Manager** **Act as Liaison with local municipalities, FEMA, the Client**
Operations Coordinator	Coordinate damage assessments Manage and coordinate all field operations Coordinate with Client and contractors for debris prioritization and clearance push Manage Truck Certification Program Coordinate FHWA cost segregation Implement Quality Control system Oversee training of all hired monitors Liaison with debris removal contractors Attend daily meetings with Client and contractors

Monitoring Positions and Responsibilities	
Position	**General Responsibilities**
Debris Consultant/Planner	**Prepare, review and revise Debris Management Plans** **Confer with client on FEMA and FHWA policy** **Ensure compliance with FEMA PA Program guidelines** **Assist with debris removal contractor qualification** **Coordinate debris estimates and assessments** **Coordinate Right of Entry, Demolition and Private Property Debris Removal Programs** **Ensure that all required documents, permits and authorizations are obtained and maintained**
FEMA/FHWA Coordinator/Specialist	Consult with Client on FEMA regulations Prepare Project Worksheets and DDIR's Represent Client at FEMA or FHWA meetings Assist with any necessary appeals of FEMA decisions Assist with eligibility determinations and requests Ensure compliance with Federal guidelines
Damages Reporting and Remediation Coordinator	**Track damages caused by contractors** **Report damages daily to UBCS, contractor, Debris Manager** **Follow up to ensure remedial actions taken** **Liaison with residents on persistent issues**
Public Information Support Manager	Coordinate with the Client's Public Information Officer Assist in the development and dissemination of public information regarding the debris project Establish and manage call centers or websites
Scheduler/Expediter	**Assign monitoring crews to work locations** **Coordinate schedules and assignments with debris removal contractors** **Monitor and regulate staffing levels** **Direct and plan debris removal schedules**
GIS Analyst	Mapping debris locations, removal routes and removal progress Developing web-based mapping and debris tracking systems
Lead Field Supervisor	**Coordinate with all field supervisors daily** **Manage daily scheduling and assignments of Supervisors** **Impose Quality Control on field operations**
Field Supervisors	Supervise O'Brien's monitors in the field Interface with FEMA debris monitors Provide Quality Control at loading sites Coordinate field operations with removal contractors Resolve personnel issues
Debris Site/Tower Monitors	**Assess and quantify debris loads** **Monitor site for safety and efficiency** **Finalize load tickets** **Maintain Tower Logs**

Monitoring Positions and Responsibilities	
Position	**General Responsibilities**
Environmental Specialist	Assist in securing debris site permits Perform debris site base line analysis and documentation Monitor project and sites for environmental compliance and issues
Collection Site Monitor	Inspect debris collection activities of contractors Certify that debris is storm-related and eligible for FEMA reimbursement Fill out load tickets with loading site and contractor information Record GPS locations of certain debris
Roving Monitors and QA/QC Inspectors	Measure and record locations of tree stumps Document leaning tree and hanging branch removal Manage hazardous waste removal Supervise collection of White Goods Assist with debris mapping and zone closure Identify and record ineligible debris
Traffic Control	Divert traffic around debris loading areas when needed Manage truck ingress and egress from debris sites
Citizen/Resident Drop-off Site Monitors	Set-up and manage sites Verify and record proof of residency Monitor outbound loads and issue load tickets
Data Manager	Manage and supervise data entry staff Supervise Quality Control over ticket management and data entry Produce daily metrics reports Ensure integrity, security and accuracy of data system Assist with Invoice Reconciliation
Data Entry Clerks	Inspect each load ticket for errors or omissions and report issues to supervisors for remediation Transfer information from load ticket to data base Scan each ticket to make electronic copy Organize, sort and bind tickets in daily packages
Call Center or Website Staff	Staff debris "hot line" and respond to public concerns, complaints or questions Respond to emails from the public
Billing and Invoice Analyst and Manager	Inspect and audit contractor's invoices Reconcile invoices with load ticket summary Verify accuracy of invoices Coordinate with contractors to rectify errors Approve invoices and authorize payment Produce summary reports for each invoice including back up data and documents
Clerical Assistant	Manage and organize all project documentation Scan all project cost documents

D. Fees

Witt O'Brien's will provide the debris monitoring services utilizing the personnel listed in the Price Proposal Form and its second page attachment that are provided in Section F, Required Proposal Submittal Forms. Witt O'Brien's can also provide hazardous materials specialists, environmental and structural engineers, building inspectors, building demolition supervisors, insurance specialists, water-borne debris removal specialists, debris site security guards and other disaster recovery specialists upon request.

Notes on Rates for Debris Management Team

Travel expenses for the project management team, including lodging, meal and expenses per diems and rental cars, would be billed at actual costs, not to exceed state travel policy rates, with all supporting documentation provided to ensure FEMA reimbursement of these costs. Mileage (also reimbursable by FEMA) would be billed at current GSA rates for locally hired monitors using their own vehicles, to cover their fuel expenses.

Project Cost Control Measures

Witt O'Brien's will work closely with the Village to ensure costs are contained to a level consistent with FEMA "reasonable cost" guidelines and criteria for reimbursement by:

- Coordinating with contractors to minimize idle time and expedite debris collection
- Mapping debris to increase collection efficiencies and streamline scheduling
- Reporting inefficiencies and making recommendations for improvement
- Implementing a communication system to coordinate contractor field operations
- Consulting regularly with FEMA debris specialist to resolve issues and avoid costly project delays

Invoicing Process

Witt O'Brien's will prepare and transmit invoices to the Village for services rendered for periods not to exceed 30 days per federal guidelines. Invoices shall include a detailed summary of hours worked per team member and all required supporting documentation including but not limited to daily rosters, timesheets and monitor logs indicating work location. Expenses approved in advance by the Village will be billed separately and shall include all required supporting documentation in compliance with guidelines established by the Village. The standard period for invoice processing by the Village, typically 30 days after receipt of the invoice, will be observed by Witt O'Brien's and after that period, we initiate a follow-up call to discuss the status and any questions that may have arisen during the review process.

E. Contract

If awarded the contract under consideration here, Witt O'Brien's would respectfully request that the Village of Palmetto Bay 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."

Related to Article 21 in the agreement, Attorneys Fees, we request consideration of the following alternate language:

"Should any dispute arise hereunder, Parties shall pay for their own costs, expenses, and attorney's fees incurred by each party in such dispute. If the Village is the prevailing party, the Village may recovery against the Vendor all costs."

F. Required Proposal Submittal Forms

The forms required to be submitted with this proposal are provided in the following pages.

- Acknowledgement of Addendum 1
- Acknowledgement of Addendum 2
- Acknowledgement of Addendum 3
- Acknowledgement of Addendum 4
- Price Proposal Form
- Drug-Free Workplace Certification
- Subvendor List
- Reference Forms (5)
- Acknowledgment, Warranty and Acceptance
- Non-Collusive Affidavit
- Sworn Statement Pursuant to Section 287.133 (3) (a) Florida Statutes, on Public Entity Crimes
- Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement
- Business Entity Affidavit (Vendor/Bidder Disclosure)
- Acknowledgement of Conformance with OSHA Standards
- Village of Palmetto Bay Anti-Kickback Affidavit
- Statement of Past Contract Disqualifications
- W-9
- Proof of Insurance

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 1314-11-009

Title: Disaster Debris Monitoring Services

Name of Proposer Witt O'Briens, LLC

Date Addendum Received 7/10/14

Total Pages of Addendum including Acknowledgement 3

Print Name David B. Killen

Signature David B. Killen

The addendum must be submitted along with the remainder of the bid package.

Bid submittals without the addendum will be considered unresponsive.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 1

Date: July 7th, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-009
Disaster Debris Monitoring Services

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated Monday, June 30th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

The following revision has been made to the advertisement:

> Bid documents may be obtained on or after Monday, June 30th, 2014 at 8:30am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A $30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. There will be a **non-mandatory pre-bid conference** on **Tuesday, July 15th, 2014 @ 10:00 a.m.** to discuss the scope of services and answer questions. The Pre-Bid Conference will be held at Village Council Chambers, Village Hall located at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. ~~**You must attend this pre-bid conference in order to submit a bid.**~~

The following revision has been made to Section 7.0: Schedule; Subsection 7.00 Non-Mandatory Pre-Proposal Conference:

> ~~Vendors are required to attend a~~ A non-mandatory pre-proposal conference will be held on Tuesday, July 15th, 2014 at Village of Palmetto Bay Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157 at 10:00am. Doors will be closed to any Vendor who arrives ***10 minutes*** after Mandatory Pre-Proposal Conference has begun. All questions will be addressed at this conference and any available new information will be provided at that time. ~~You must attend this pre-bid conference in order to submit a bid.~~

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.

Kristy Bada, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of RFP No: 1314-11-009

Title: Disaster Debris Monitoring Services

Name of Proposer Witt O'Brien's

Date Addendum Received 7/23/14

Total Pages of Addendum including Acknowledgement: 3(Not Including Exhibits)
Total Exhibits: 8 (Exhibits A-H)

Print Name David B. Killen

Signature David B. Killen

The addendum acknowledgement must be submitted along with the remainder of the bid package.

Bid submittals without the addendum acknowledgement will be considered unresponsive.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 2

Date: July 23RD, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-009
Disaster Debris Monitoring Services

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated June 30th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Minutes from Pre-RFP Meeting:
Date: Tuesday, July 15th, 2014 at 10:00am
Location: Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

Attendees:
Corrice E. Patterson, Public Works Director
Kristy Bada, Procurement Specialist
Sign-in sheet with additional attendees Attached as Exhibit H

Meeting began at 10:00 am

Mrs. Kristy Bada made introductions, welcomed everyone and thanked them for their attendance. It was clarified that the pre-bid meeting is non-mandatory and but still advised attendees to sign the sign-in sheet. Mrs. Bada requested that proposers please sign-in in clearly as all correspondence related to the bid will be transmitted via email, and to please leave a business card. She made mention that all questions would be answered as an addendum to the bid and disseminated via e-mail. She specified the deadline for questions or inquires related to this bid is Thursday, July 24th, 2014 at 3:00pm. She further discussed the cone of silence, schedule of events, required forms, and contract terms. Ms. Corrice E. Patterson briefly discussed the scope of services as described in the solicitation documents. Upon completion of introduction participants were invited to ask questions and provide comments.

Response to questions submitted for clarification at the Tuesday, July 15th, 2014 Non-Mandatory Pre-RFP Meeting:

1. **Question:** Does the Village have a preapproved FEMA plan?

   Response: The Village of Palmetto Bay does not have a preapproved FEMA plan at this time.

2. **Question:** What is the population of the Village of Palmetto Bay?

   Response: The population of the Village of Palmetto Bay is 24,339.

3. **Question:** Is the Village's current debris removal contract is it measured in Cubic Yards or Tons?

   Response: The Village's current debris removal contract is measured in cubic yards.

4. **Question:** Does the Village have a Debris Management Site (DMS)?

   Response: The Village of Palmetto Bay does not have a designated Debris Management Site (DMS).

5. **Question:** Who are the Village's current contractors for Debris Removal, and can we have a copy of the contracts?

   Response: The Village's current contractors for Debris Removal are as follows:
   A. Bergeron Emergency Services, Inc.
   B. DRC Emergency Services, Inc.
   C. Ceres Environmental Services, Inc.

   The contracts have been attached; please refer to attachment section listed below.

6. **Question:** The References sub-section of Section 6.0 Evaluation and Selection Criteria on Page 29 states that proposers shall submit "current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel," since our proposal submittal is not being requested in man hours per year is it necessary to provide the information in man hours per year?

   Response: As stated in Section 6.0 Evaluation and Selection Criteria § References "proposer's current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel," this information shall be provided in the format requested.

7. **Question:** Regarding the section on Page 26-27, Qualifications and Experience of Vendors. Will the Village accept the proposer's list of municipal clients in Florida under separate confidential seal to be submitted with the response? We would like to know if you will accept our list of municipal clients in Florida as confidential and proprietary (separate from the proposal package or not) as we do not desire to provide this information in a manner available for competitor consumption.

   Response: Section 3.0 Terms and Conditions of the solicitation document states the following:

   3.13 Public Records
   Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

Below is a list of attachments included in this addendum:

Exhibit A	Debris Removal Contract with Bergeron Emergency Services, Inc.
Exhibit B	Debris Removal Contract with DRC Emergency Services, Inc.
Exhibit C	Debris Removal Contract with Ceres Environmental Services, Inc.
Exhibit D	Debris Removal Proposal from Bergeron Emergency Services, Inc.
Exhibit E	Debris Removal Proposal from DRC Emergency Services, Inc.
Exhibit F	Debris Removal Proposal from Ceres Environmental Services, Inc.
Exhibit G	Emergency Debris Removal Request for Proposal 1314-11-006
Exhibit H	Non-Mandatory Pre-RFP Meeting Sign-In Sheet

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.

Kristy Bada, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of RFP No: 1314-11-009

Title: Disaster Debris Monitoring Services

Name of Proposer: WH O'Briens LLC

Date Addendum Received: 7/25/14

Total Pages of Addendum including Acknowledgement: 2

Print Name: David B. Kallen

Signature: David B. Kallen

The addendum acknowledgement must be submitted along with the remainder of the bid package.

Bid submittals without the addendum acknowledgement will be considered unresponsive.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 3

Date: July 25th, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-009
Disaster Debris Monitoring Services

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated June 30th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Response to questions submitted for clarification via electronic mail from Kim Awtry of True North Emergency Management:

1. **Question:** Do we need to provide proof of a Business license and tax certificate along with our proposal?

   Response: Business license and tax certificate shall be submitted with your proposal submittal.

2. **Question:** Will the reference forms need to be submitted directly to the Village of Palmetto Bay or will they only need to be sent in with our proposal?

   Response: The reference forms shall be submitted with your proposal submittal.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.

Kristy Bada, Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 4

Amendment of RFP No: 1314-11-009

Title: Disaster Debris Monitoring Services

Name of Proposer: Witt O'Brien's LLC

Date Addendum Received: 7/28/2014

Total Pages of Addendum including Acknowledgement: 3

Print Name: David B. Killen

Signature: David B. Killen

The addendum acknowledgement must be submitted along with the remainder of the bid package.

Bid submittals without the addendum acknowledgement will be considered unresponsive.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 4

Date: July 28th, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-009
Disaster Debris Monitoring Services

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated June 30th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Response to question submitted for clarification via electronic mail from David B. Killen of Witt O'Brien's:

1. **Question:** I am requesting that the Village reconsider its response to question 1 (Addendum No. 3) related to providing proof of a Village business license and tax certificate in the proposal submittal. We seek a revision that allows the selected vendor to secure a Village business license and tax certificate prior to the anticipated dated of award which is September 8, 2014, 7:00 PM at the Village's Municipal Center?

   Response: Section 6.1 Description of Evaluation Criteria(s) § Proposer qualification (relevant experience)(25 points) states the following: each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience with providing similar services, expertise, and ability to provide the scope of services required in the RFP will be brought to bear on the proposed project. Describe Post-Event assistance services and details of the firm's disaster debris monitoring experience and proposed Disaster Debris Monitoring Deployment Plan. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal and other funding sources rules, regulations, and programs, including but not limited to, the reimbursement processes/procedures FEMA, NRSC, FDEP and Florida Laws and acceptable accounting practices. **The firm should also submit proof of insurance and relevant certificates /licenses as a part of the qualifications portion of their proposal.**

Additionally, Section 7.02 Contract Award § E. Business License & Tax also states the following: The Vendor must have a valid Village of Palmetto Bay business license and tax certificate.

Therefore all relevant certificates /licenses shall be submitted as a part of the qualifications portion of their proposal, however upon award and execution of contract the vendor must have all relevant certificates /licenses provided and in place.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.

Kristy Bada, Procurement Specialist

SECTION 8.0: Required Proposal Submission Forms

PRICE PROPOSAL FORM

Proposer shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Proposer should add to the list other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Proposer shall also provide rates, as noted below, for supplying the Village with aerial photographs.

PERSONNEL			
No.	**Position**	**Measure**	**Hourly Rate**
1	Project Manager	PER Hour	$ 68.00
2	Field Supervisor	PER Hour	$ 49.00
3	Field Monitor	PER Hour	$ 32.50
4	TDSR Site and Drop-off Site Monitors	PER Hour	$ 32.50
5	Debris Site Security	PER Hour	$ 45.00
6	Data Manager	PER Hour	$ 55.00
7	Data Support Personnel	PER Hour	$ 25.00
8	*See attached for other positions that are recommended*		$
9			$
10			$
11			$
AERIAL PHOTOGRAPHS			
12	Aerial Photo Package (one flight and one photograph)		$ 725 * see attached
13	Photograph Copies (per duplication of original photo)		$ 25* see attached
14	Additional Photographs (per photo, same flight, same location, different view)		$ 100* see attached
15	Additional Location (one photo, same flight, different location)		$ 350* see attached

Signature of Official: _____ Name (typed): Donald Costanzo

Title: Senior Vice President Date: 7/25/14

Vendor: Witt O'Brien's, LLC

PRICE PROPOSAL FORM – Attachment

Provided below are additional debris monitoring, FEMA grant management, consulting and emergency management positions that may considered to be utilized by the Village.

PERSONNEL			
No.	Position	Measure	Hourly Rate
Other Recommended Debris Monitoring Positions			
16	Operations Manager	PER Hour	$58.00
17	Automated Ticketing Specialist	PER Hour	$42.00
18	FEMA Coordinators	PER Hour	$95.00
19	Environmental Specialists	PER Hour	$50.00
20	GIS Analysts	PER Hour	$50.00
21	Scheduler/Expediter	PER Hour	$25.00
22	Administrative Assistant	PER Hour	$25.00
23	Billing/Invoicing Analysts	PER Hour	$35.00
Other Recommended Grant Management and Consulting Positions			
24	Senior Grant Management Consultant	PER Hour	135.00
25	Grant Management Consultant	PER Hour	115.00
26	Hazard Mitigation Specialist	PER Hour	137.00
27	Senior Insurance Specialist	PER Hour	150.00
28	FEMA Insurance Specialist	PER Hour	137.00
29	Insurance Resolution Specialist	PER Hour	150.00
30	Insurance Estimator	PER Hour	135.00
Other Emergency Management and Consulting Positions			
31	Senior Planner	PER Hour	160.00
32	Planner	PER Hour	120.00

(*) – Aerial Photographs note: The costs provided on line numbers 12 through 15 on Price Proposal Form are estimates. Companies who provide these services require detailed, specific and written scope instructions on services required prior to them giving a firm cost. Because the RFP does not provide specifics regarding the aerial photographs services that the Village requires, Witt O'Brien's will work with the Village to identify specific scope requirements and obtain competitive quotes for the aerial photographs services for the Village to review and select the best offer. Witt O'Brien's will bill the services of the aerial photographs services to the Village at cost with no mark-up.

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's LLC

Date: 7/25/14

SUBVENDOR LIST

Bidder shall list all Proposed Sub Vendors to be used on this project if they are awarded the Contract.

no subvendors to be used.

Classification of Work	SubVendor Name	Address	Telephone and Fax

TECHNICAL EXPERTISE AND SPECIALIZED EQUIPMENT: As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Village's Representative. . (Please utilize additional sheet if required)

Please refer to Witt O'Brien's response to the Village's Request for Proposal, specifically the "Qualifications and Experience of Vendor" and "Scope of Services/Methodology" sections.

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Proposal No. 1314-11-009

Name of Bidder: Witt O'Brien's (acquired companies include O'Brien's Response Management [ORM] and Solid Resources, Inc. [SRI])

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Witt/O'Brien's provided monitoring services for Columbia County following a major ice storm (1") downed thousands of trees Feb 2014

Initial Value of Contract: $1,400,548.25 Final Value of Contract: $1,400,548.25

Was the work performed timely: X Yes ___ No

Was the work performed to acceptable quality standards: X Yes ___ No

Would you enter into a contract with the vendor in the future? X Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ___ No

Total number of change orders: 0 Were any contractor driven: n/a

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

n/a

Comments:

I would highly recommend Witt/O'Brien's to any community. They made a tragic situation trend to full recovery in a seamless manner. The staff that worked with me were knowledgeable about FEMA processes and that resulted in our getting more in reimbursement. I could not be happier.

Name of Public Entity/Company: Columbia County, GA Board of Commissioners

Name of Individual completing this form: Pamela Tucker

Signature: Pamela Tucker Title: Director, Emergency & Operations

Telephone: (706) 868-3303 Email: ptucker@columbiacountyga.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Proposal No. 1314-11-009

Name of Bidder: Witt O'Brien's (acquired companies include O'Brien's Response Management [ORM] and Solid Resources, Inc. [SRI])

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Debris Monitoring Services related to Hurricanes GUSTAV / IKE / ISAAC
Initial Value of Contract: _____ Final Value of Contract: +2 mil
Was the work performed timely: X Yes ____ No
Was the work performed to acceptable quality standards: X Yes ____ No
Would you enter into a contract with the vendor in the future? X Yes ____ No
Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ____ No
Total number of change orders: 0 Were any contractor driven: _____
Number of RFI's submitted by the vendor: 0
If you responded no to any of the above please provide details:

Comments:

Witt O'Brien's is currently under standby contract with Lafourche Parish Government, having been awarded the contract in response to RFP DM-2013-01

Name of Public Entity/Company: Lafourche Parish Government
Name of Individual completing this form: Jerome Danos
Signature: Jerome Danos Title: Debris Manager
Telephone: 985-537-7603 Email: danosjp@lafourchegov.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Proposal No. 1314-11-009

Name of Bidder: Witt O'Brien's (acquired companies include O'Brien's Response Management [ORM] and Solid Resources, Inc. [SRI])

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Hurricane Isaac Debris Removal Monitoring

Initial Value of Contract: $200,000.00 Final Value of Contract: $68,829.00

Was the work performed timely: X Yes ____ No

Was the work performed to acceptable quality standards: X Yes ____ No

Would you enter into a contract with the vendor in the future? X Yes ____ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ____ No

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

Comments:

Livingston Parish has had a positive experience with Witt O'Brien's and its personnel. They made sure that all work was kept within the allowable FEMA requirements and was performed in a timely manner. They were very responsive to questions and concerns posed by our staff. Livingston will use Witt O'Brien's for future debris removal needs and would recommend them to other agencies.

Name of Public Entity/Company: Livingston Parish Council - Office of Homeland Security & Emergency Preparedness (LOHSEP)

Name of Individual completing this form: Mark Harrell

Signature: [signature] Title: LOHSEP Director

Telephone: 225-686-3066 Email: lohsep1@lpgov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Proposal No. 1314-11-009

Name of Bidder: Witt O'Brien's (acquired companies include O'Brien's Response Management [ORM] and Solid Resources, Inc. [SRI])

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Winter Storm 2014

Initial Value of Contract: $50,000 Final Value of Contract: $75,000
Was the work performed timely: X Yes ___ No
Was the work performed to acceptable quality standards: X Yes ___ No
Would you enter into a contract with the vendor in the future? X Yes ___ No
Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ___ No
Total number of change orders: 1 Were any contractor driven: only thru consultation with us
Number of RFI's submitted by the vendor: 0
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: New Hanover County
Name of Individual completing this form: Kim Roane
Signature: Kim Roane Title: Business Officer
Telephone: 910 798 4402 Email: KROANE@NHCGOV.COM

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street * Palmetto Bay, FL 33157

Please provide the information requested below from a minimum of five (5) to which your firm has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Proposal No. 1314-11-009

Name of Bidder: Witt O'Brien's (acquired companies include O'Brien's Response Management [ORM] and Solid Resources, Inc. [SRI])

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Disaster Debris Monitoring Services After Hurricane Sandy

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: X Yes ___ No

Was the work performed to acceptable quality standards: X Yes ___ No

Would you enter into a contract with the vendor in the future? X Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? X Yes ___ No

Total number of change orders: Ø Were any contractor driven: NO

Number of RFI's submitted by the vendor: Ø

If you responded no to any of the above please provide details:

Comments:

O'Brien's was a pleasure to work with during the Disaster. We had 24 hour contact with their staff and daily face to face time with on scene managers. Their paperwork is the best organized and neatest presentation I have seen in 38 years of Emergency Management

Name of Public Entity/Company: City of Ventnor City, NJ

Name of Individual completing this form: William J. Melfi

Signature: William J Melfi Title: Emergency Manager

Telephone: 609-828-7919 Email: VENTNORCITYOEM@COMCAST.NET

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Don Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

NON-COLLUSIVE AFFIDAVIT

STATE OF Texas }
} SS:
COUNTY OF Harris }

Donald Costanzo being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Witt O'Brien's, LLC the Vendor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

Continued on next page.

ACKNOWLEDGMENT

State of ~~Florida~~ Texas

County of Harris

On this 25 day of, July 2014, before me, the undersigned Notary Public of the State of ~~Florida~~ Texas personally appeared Donald Costanzo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Jamie L Crisp
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

NOTARY PUBLIC
SEAL OF OFFICE:

JAMIE L. CRISP
Notary Public, State of Texas
My Commission Expires
October 03, 2015

Jamie L. Crisp
(Name of Notary Public: Print, Stamp or Type as commissioned.)
~~o~~ Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
~~o~~ Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Donald Costanzo

For Witt O'Brien's, LLC

Whose business address is: 818 Town & Country Boulevard, Suite 200, Houston, TX 77024

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-2783923

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # N/A)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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

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

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

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a

controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

Continued on next page.

ACKNOWLEDGMENT

State of ~~Florida~~ Texas

County of Harris

On this 25 day of, July 2014, before me, the undersigned Notary Public of the State of ~~Florida~~ Texas personally appeared Donald Costanzo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Jamie L. Crisp
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

JAMIE L. CRISP
Notary Public, State of Texas
My Commission Expires
October 03, 2015

NOTARY PUBLIC
SEAL OF OFFICE:
Jamie L. Crisp
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Donald Costanzo, Senior Vice President

(print individual's name and title)

for: Witt O'Brien's, LLC

(print name of entity submitting sworn statement)

whose business address is: 818 Town & Country Boulevard, Suite 200, Houston, TX 77024

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-2783923

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A -_____-_____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subVendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

ACKNOWLEDGMENT

State of ~~Florida~~ Texas

County of Harris

On this 25 day of, July 20 14, before me, the undersigned Notary Public of the State of ~~Florida~~ Texas personally appeared Donald Costanzo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Jamie L Crisp

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

JAMIE L. CRISP
Notary Public, State of Texas
My Commission Expires
October 03, 2015

NOTARY PUBLIC
SEAL OF OFFICE:

Jamie L. Crisp

(Name of Notary Public: Print, Stamp or Type as commissioned.)

~~o~~ Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

~~o~~ Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Donald Costanzo being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

46-1396354, EIN

Federal Employer Identification Number (If none, Social Security Number)

ORM Holdings, Inc.

Name of Entity, Individual, Partners or Corporation

Witt O'Brien's, LLC

Doing Business As (If same as above, leave blank)

2200 Eller Drive, P.O. Box 13038, Fort Lauderdale, FL 33316

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
ORM Holdings, Inc.	2200 Eller Drive, P.O. Box 13038, Fort Lauderdale, FL 13038	54.2%
ORM Holdings II, LLC	2200 Eller Drive, P.O. Box 13038, Fort Lauderdale, FL 13038	45.8%
		%

2. The full legal names and business address of any other individual (other than subVendors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Not Applicable

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

ACKNOWLEDGMENT

State of ~~Florida~~ Texas

County of Harris

On this 25 day of July, 2014, before me, the undersigned Notary Public of the State of ~~Florida~~ Texas personally appeared Donald Costanzo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Jamie R Crisp

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

JAMIE L. CRISP
Notary Public, State of Texas
My Commission Expires
October 03, 2016

NOTARY PUBLIC
SEAL OF OFFICE:

Jamie L. Crisp

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o ~~Personally~~ known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o ~~Did~~ not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Witt O'Brien's, LLC (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay Disaster Debris Monitoring Services, RFP# **1314-11-009**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A (SubVendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

Attest: Jamie L Crisp

Print Name: Jamie L. Crisp

Attest: David B. Killin

Print Name: David B. Killin

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF Texas }
} SS:
COUNTY OF Harris }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Witt O'Brien's, LLC or its design Vendors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Vendor or by an officer of the corporation.

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

Continued on next page.

ACKNOWLEDGMENT

State of ~~Florida~~ Texas

County of Harris

On this 25 day of July, 2014, before me, the undersigned Notary Public of the State of ~~Florida~~ Texas personally appeared Donald Costanzo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Jamie L Crisp

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas

JAMIE L. CRISP
Notary Public, State of Texas
My Commission Expires
October 03, 2015

NOTARY PUBLIC
SEAL OF OFFICE:

Jamie L. Crisp
(Name of Notary Public: Print, Stamp or Type as commissioned.)

~~o~~ Personally known to me, or

o Produced identification:

_____
(Type of Identification Produced)

o Did take an oath or

~~o~~ Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or (No,) If yes, explain the circumstances.

Executed on July 25, 2014 at 10:10 AM under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Donald Costanzo

Title: Senior Vice President

Vendor: Witt O'Brien's, LLC

Date: 7/25/14

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Witt O'Brien's, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
1501 M Street, NW, 5th Floor

Requester's name and address (optional)

City, state, and ZIP code
Washington, DC 20005

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
2 7 - 2 7 8 3 9 2 3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Elizabeth Apple, Controller Date ▶ 02/14/14

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2014

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

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

PRODUCER	CONTACT NAME: Dana Caropreso
Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005	PHONE (A/C, No, Ext): 212 504 5890 FAX (A/C, No): 212-504-5989 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WITTGR O'Brien's Response Management 1501 M Street, NW 5th Floor Washington DC 20005	INSURER A: Chartis /AIG Specialty Insurance Co	26883
	INSURER B: Starr Indemnity & Liability Co	38318
	INSURER C: Massachusetts Bay Insurance Company	22306
	INSURER D: Commerce and Industry Insurance Com	19410
	INSURER E: Valley Forge Insurance Company	20508
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1183239841 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			MASILNY00012314	6/30/2014	6/30/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	X POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY			ADY982381002	6/30/2014	6/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Hired Autos X Ded: $1,000							$
E	X UMBRELLA LIAB OCCUR			L5085729898	6/30/2014	6/30/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			51754713	12/31/2013	12/31/2014	X WC STATU-TORY LIMITS OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		51754714	12/31/2013	12/31/2014	E.L. EACH ACCIDENT	$1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			USL&H, OCSLA, STOP GAP	12/31/2013	12/31/2014	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Contractors Pollution & Professional			COPS11185450	6/30/2014	6/30/2015	LIMIT: Retention:	$5,000,000 $250,000

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Crystal & Company

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G. Other Attachments

The requested attachments are included in the following pages.

- Resumes of Key Staff
- State of Florida, Department of State, Business Certificate

MARK MERRITT

Background

As Senior Vice President of Disaster Recovery for 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. With more than 10 years of experience in disaster recovery – including eight years spent working directly for FEMA – this experience includes extensive work in the federal Public Assistance and Individual Assistance programs, as well as other elements of long term recovery efforts, emergency operations center support and operations, and Incident Command efforts such as Logistics, Supply, and Planning.

Mr. Merritt has coordinated disaster response projects for Witt O'Brien's since 2001 and has overseen operations managing more than $15 billion in relief funds. He was project manager for Witt O'Brien's efforts in Louisiana following Hurricane Katrina; in the Cayman Islands after Hurricane Ivan; in Houston, Texas, after Tropical Storm Allison; and in Guam after Typhoon Chata'an. Mr. Merritt has also developed and delivered training programs for local emergency responders for numerous government officials in Guam and in Myrtle Beach, Key West, Miami, and Tampa in Florida.

Mr. Merritt was a founding partner of Witt Associates (now Witt O'Brien's) and oversees the activities of the primary disaster recovery services, including debris management, public assistance, and individual assistance.

Prior to joining Witt O'Brien's, Mr. Merritt worked for FEMA from 1993 to 2001, where he held several positions of increasing responsibility ranging from logistical and operational support to disaster recovery oversight and financial reconciliation. In this role, he represented FEMA's Office of Financial Management in negotiations with FEMA's Response and Recovery Directorate, Office of the Inspector General, Office of General Counsel, State Offices of Emergency Management, and local governments to resolve long-standing eligibility disputes that resulted in the amenable closure of numerous disaster projects and the return of more than $1 billion of unliquidated obligations to the Disaster Relief Fund.

Having worked for a variety of FEMA's programs, Mr. Merritt is exceptionally qualified to provide strategic advice and recommendations on emergency management policies and procedures, as well as federal disaster programs. Mr. Merritt brings this firsthand disaster recovery, operational, and programmatic expertise to emergency planning and on-site disaster response and recovery projects for state and local governments, international agencies, and private sector entities.

Employment History

- *Witt O'Brien's, Senior Vice President of Disaster Recovery* *2001 – Present*
- *Federal Emergency Management Agency (FEMA)* *1993 – 2001*
  - *Team Leader, Chief Financial Officer's Field Support Team, 2000 – 2001*
  - *Team Leader, Eastern Territorial Closeout Team, 1997 – 2000*
  - *Deputy Chief of Staff, 1995 – 1997*
  - *Special Assistant to Associate Director for Response & Recovery Directorate, 1993 – 1995*

Registrations, Certifications & Training

- FEMA ICS-300 Series, Training

Education

- Bachelor of Science, National Security and Public Affairs (1986), U.S. Military Academy

Recent & Relevant Project Experience

Senior Vice President, Disaster Recovery

Provided expert evaluation and estimation of damages, prepared and submitted financial and related Project Worksheets, managed recovery operations, monitored recovery and response budgets, and developed scopes of work to repair or replace damaged facilities and coordinate donations as Project Manager for Witt O'Brien's efforts in Louisiana following Hurricane Katrina, in the Cayman Islands after Hurricane Ivan, in Houston after Tropical Storm Allison, and in Guam after Typhoon Chata'an. Developed and delivered training programs for local emergency responders for numerous government officials in Guam, Myrtle Beach, Key West, Miami, and Tampa.

Debris Monitoring Executive Oversight

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. Oversight includes staffing, client relations, technical leadership, and project advice. Works to ensure that all debris monitoring projects are managed to meet or exceed client expectations.

State of Louisiana, Debris Removal and Disposal Monitoring

Provided expert evaluation and estimation of damages; prepared and submitted financial and related Project Worksheets; managed recovery operations; monitored recovery and response budgets; developed scopes of work to repair or replace damaged facilities and coordinate donations.

Federal Emergency Management Agency, Numerous Positions

Served as Team Leader, Chief Financial Officer's Field Support Team (2000 – 2001), Team Leader, Eastern Territorial Closeout Team (1997 – 2000), Deputy Chief of Staff (1995 – 1997), and Special Assistant to the Associate Director for the Response and Recovery Directorate (1993 – 1995). Assisted in review and implementation of the FEMA's Federal Response Plan. Designated the Multi-Agency Chief in the Oklahoma City bombing response. Coordinated efforts among local emergency response organizations, fire departments, police departments and other first responders.

WITT | O'BRIEN'S

CHUCK BRANNON

Background

Chuck Brannon serves as the Vice President of Debris Services for Witt O'Brien's. He has 20 years of experience in emergency management and 34 years of experience working for the Florida Department of Transportation (FDOT). Mr. Brannon boats executive oversight of debris monitoring services in response to five major disasters between 2011 and 2014.

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 worked with 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.

Prior to acting as the ROW Resource Management Manager, Mr. Brannon worked in the FDOT's Emergency Management Office as the Domestic Security and Recovery Manager. In this role, he managed the development of the FDOT's Continuity of Operations (COOP) plans and programs. Mr. Brannon served as an advisor on state, regional, and national regulatory policies for security practices. He served as the representative for the FDOT at the State Emergency Operations Center (SEOC) as a Shift Manager for Emergency Support Functions (ESF) 1 and 3 when activated or when called upon by the State Coordination Officer.

He has been involved in 14 major disasters including:

- 1539 Charley
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1609 Wilma
- 1679 FL Tornadoes
- 1785 TS Fay
- 955 Andrew
- Groundhog Day Tornadoes
- 1994 NC Tornadoes
- 4051 MA Storms
- 4080 Isaac
- 4086 Sandy
- 4165 GA Storms

Mr. Brannon also served in the United States Army for more than 27 years, where he gained invaluable experience in emergency operations support, security, and administration. He was deployed to Guantanamo Bay, Cuba, in support of Operation Enduring Freedom, where he served as First Sergeant for the 160th Military Police Battalion. He supervised personnel and administrative functions of the company; prepared rosters, schedules, reports, correspondence and operational orders; and ordered operations and security of resources and installations.

Employment History

- *Witt O'Brien's, Vice President Debris Services* — *2010 – Present*
- *FDOT Domestic Security and Recovery Manager* — *1976 – 2010*
- *United States Army, Reservist* — *1977 – 2004*

Registrations, Certifications & Training

- United States Army Anti-Terrorism/Force Protection Level II Instructor, Certification
- FEMA IS-100, IS-200, G-300, G-400, IS-630, IS-632, IS-700, IS-800, Training
- NIMS ICS-300, Intermediate ICS for Expanding Incidents, Training
- NIMS ICS-400, Advanced ICS, Training
- Department of Homeland Security Enhanced Threat and Risk Assessment, Training
- Florida Division of Emergency Management COOP Program Manager, Training

Education

- Associate of Science, Business (1998), Vicennes University

Recent & Relevant Project Experience

Georgia Storm (EM-3368), Recovery (2014-Present)

Currently performing executive-level oversight for the Columbia County, Georgia, and New Hanover County, North Carolina, recovery projects to provide high-level organization and planning. Leverages the experience of the Witt O'Brien's Debris Specialists to aid the clients in full, long-term recovery.

Debris Monitoring Executive Oversight (2011-13)

Responsible for executive oversight for many Witt O'Brien's debris monitoring projects from 2011 to 2013, including the Hurricane Isaac (DR-4080) Disaster Debris Monitoring projects for several parishes and cities in Louisiana. Involved in the New Jersey OEM Hurricane Sandy (DR-4086) Debris Monitoring and FEMA Public Assistance, Massachusetts EMA Severe Snow Storm (DR-4051) Debris Monitoring, and State of Massachusetts Tornadoes (DR-1994) Debris Monitoring projects. Worked on initial response teams and provided executive oversight to ensure work was executed efficiently and safely, all personnel were properly trained, and preliminary damage assessments were completed.

FEMA-PA and FHWA-ER Program (2005-08)

Served as Project Manager for contracted Emergency Services for the FEMA-PA and FHWA-ER program, tasked with providing qualified PA Coordinators and Project Officers. Tracked the $27 million work program budget for programming, encumbrances and expenditures, and developed Standard Emergency Operations Policies and Procedures for Emergency Management related functions and processes. Assisted the department's Emergency Coordination Officer in coordinating emergency operations for the Department and ESF 1 and 3.

WITT | O'BRIEN'S

ANNEILIA J. HOLTON-WILLIAMS

Background

Anneilia J. Holton-Williams is Vice President of Disaster Operations at Witt O'Brien's, specializing in disaster recovery. She has more than a decade of experience overseeing all aspects of disaster management.

Ms. Holton-Williams' experience includes recovery efforts in Florida after Hurricanes Charley, Frances, Ivan, and Jeanne, serving as the Project Coordinator for clients and supervising staff while providing technical guidance and meeting with applicants. She has also worked with the State of Louisiana and the Commonwealth of Virginia in several different disaster incidents.

Ms. Holton-Williams has assisted managing efforts in Louisiana for the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), managing up to 200 consultants to work with the applicants and the Federal Emergency Management Agency (FEMA) on recovery processes, project eligibility, policy development, and other issues. She has coordinated the field level Public Assistance (PA) staff; provided recommendations on improving operations; provided technical assistance to the State Applicant Liaisons regarding applicant issues; and maintained documentation to justify actions, completed tasks, and accomplishments. She assisted the State with the development of the grants management program and with hiring and training of disaster recovery specialists. She also has worked closely with the State's management to determine staffing, projected and current budgets, and all other project needs relevant to the recovery efforts from Hurricanes Katrina, Rita, Gustav, and Ike.

Prior to joining Witt O'Brien's, Ms. Holton-Williams worked at the Federal Emergency Management Agency (FEMA) from 1993 to 2001. Starting out as a Financial Specialist, she was promoted over the years to positions with more responsibility, including serving as the Deputy Director of the Chief Financial Officer Field Support Team (CFO-FST) in her last four years, where she ultimately becoming the director of the team with FEMA. Her responsibilities with the closeout team included disaster recovery oversight and financial reconciliation.

Employment History

- *Witt O'Brien's, Vice President of Disaster Operations* — *2001 – Present*
- *FEMA, Deputy Director – HQ Chief Financial Officers Field Support Team* — *2000 – 2001*
- *FEMA, Eastern Territorial Closeout Team Financial Management Specialist* — *1998 – 2000*
- *FEMA, Administrative Services Unit Chief, Regional Office – Region 4* — *1996 – 1998*
- *FEMA, Financial Specialist, Regional Processing Center – Region 4* — *1993 – 1996*

Registrations, Certifications & Training

- Management Concepts - Grants Management Certificate Program

Education

- Bachelor of Business Administration (1985), Georgia College

Recent & Relevant Project Experience

Louisiana Hurricanes Katrina (DR-1603), Rita (DR-1607), Gustav (DR-1786), and Ike (DR-1791)

Managed approximately 200 consultants for the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for disaster recovery from four hurricanes. Coordinated field level Public Assistance (PA) staff, and assisted the State with the development of the Grants Management program.

Commonwealth of Virginia Severe Storms and Flooding, Tropical Depression Ida and Nor'easter (DR-1862)

Served as the Project Manager for Witt O'Brien's' disaster recovery efforts for the Commonwealth relating to severe storms and flood events, one following Tropical Depression Ida and another following a November Nor'easter in 2010.

KEVAN PARKER

Background

Kevan Parker is a disaster recovery specialist with more than 20 years of Emergency Management, FHWA-ER Program, and FEMA Public Assistance Program Experience. In more than 10 years of working in disaster debris eligibility and oversight, Mr. Parker has documented the removal of several million cubic yards of debris, assisted in the reimbursement of more than $100 million in debris related costs. 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. He also has 35 years of experience working in and for government agencies at the local, state, and federal levels.

He has been involved in 24 major disasters, including:

- TS Alberto
- 1069 Opal
- 1730 Erin
- 1259 Mitch
- 1292 Floyd
- 1241 Earl
- 1382 TS Allison
- 1539 Charley
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1595 Dennis
- 1603 Katrina
- 1609 Wilma
- 1785 TS Fay
- 1786 Gustav
- 1791 Ike
- 4107 RI Snow/Floods
- 1994 MA Tornado
- 4021 Irene
- 4051 MA Storm
- 4080 Isaac
- 4086 Sandy
- 4165 GA Storm

Mr. Parker recently served as Senior Project Manager over seven debris monitoring projects in Louisiana for Hurricane Isaac recovery efforts, and he oversaw eight projects in New Jersey in response to Super Storm Sandy. During past activations Mr. Parker has served as the Project Manager directly overseeing as many as 200 employees.

Mr. Parker previously worked as State Public Assistance Project Officer and Coordinator during several major disasters, including Hurricanes Opal, Erin, and Ivan. He also served on the Rapid Impact Assessment Team (RIAT) covering the State of Florida and adjoining states. Mr. Parker was part of a five-man team deployed to Mississippi and Louisiana during Hurricane Katrina to determine the needs of local governments and relay information back to the Emergency Operations Center in Florida for the deployment of personnel and assets.

He has worked with the Louisiana Department of Transportation and Development (La DOTD), Florida Department of Transportation (FDOT), 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 from a 2,000-acre state park, two miles of beach sand removal, 2 million cubic yards of sand removal from ditches and drainage canals (FHWA-ER), 6,000 feet over five miles of revetment wall, more than 500 vehicles and vessels removal, and dangerous tree and limb removal from public rights of way.

Employment History

- *Witt O'Brien's, Project Manager* — *2010 – Present*
- *Metric Engineering, Emergency Management Operations* — *2008 – 2010*
- *Washington County Emergency Medical Services* — *1998 – 2008*
- *Florida Department of Transportation (FDOT)* — *1976 – 2006*
- *Chipley, Florida, Fire Department, Chief* — *1976-2006*

Registrations, Certifications & Training

- PAC Project Officer, Certified
- FEMA IS-100, IS-200, IS-700, IS-800, IS-630, IS-631, IS-632, IS-775, IS-805, IS-16, IS-807, ESF 7, IS-814, ESF 14, IS-801, ESF 1 Trainings
- Certified PAC, Project Officer, Benefit Cost Analysis, PDA Training, PA Training
- HazMat Technician Training
- Asbestos Inspector and Manager Training
- Air Quality Training
- Emergency Medical Technician Training
- Florida Firefighter Training
- FEMA Public Assistance Operations I and II Training
- FDOT Advanced Maintenance of Traffic Training

Recent & Relevant Project Experience

Severe Winter Storm (DR-4165), 2014

Currently serving as the Senior Regional Manager over the New Handover County, North Carolina, debris monitoring project and as the Project Manager over the Columbia County, Georgia, debris monitoring project. Both projects were a result of Winter Storm Pax and will involve 125,000 (New Handover County) and 650,000 (Columbia County) cubic yards of debris.

Louisiana Hurricane Isaac (DR-4080), 2012-14

Served as Senior Project Manager over seven debris monitoring projects in Louisiana for Hurricane Isaac recovery efforts. Managed disaster debris monitoring and FEMA PA consulting for the Cities of Central, Mandeville, Slidell, and Thibodaux, and Lafourche, Livingston, and St. Bernard Parishes.

New Jersey OEM Hurricane Sandy (DR-4086), 2012-13

Oversaw five projects, managing debris monitoring projects for Boroughs of Deal, Keansburg, Lavallette, Sea Bright, and Union Beach, Town of Holmdel, Neptune Township, and Ventnor City.

Massachusetts EMA Severe Storm (DR-4051), 2011

Project Manager for severe winter storm recovery in Wilbraham, Massachusetts, responsible for more 2,300 tickets for more than 107,200 cubic yards of debris, including 5,681 hangers and 337 leaners, for a removal cost of about $4.6 million.

BP, Deepwater Horizon Oil Spill Response, 2010-11

As Field Accounting Monitor on the BP Deepwater Horizon oil disaster in the Gulf of Mexico, Mr. Parker was responsible for managing overall field response efforts.

WITT | O'BRIEN'S

JOHN "ANDY" JANES – Project Manager

Background

Andy Janes is an experienced Debris Management and Public Assistance (PA) Specialist with more than 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. He is a results-driven leader with excellent communication and interpersonal skills. Mr. Janes is capable of rapidly assimilating new technologies and concepts to meet the demands of dynamic environments and customer satisfaction.

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. Mr. Janes has worked as a Debris Specialist, Debris Monitor, Senior Public Assistance Coordinator, Project Specialist, Closeout Specialist, Layout Specialist, and Technician. He has worked 24 major disasters including:

- 4086 Sandy
- 4080 Isaac
- 1996 MT Storms
- 4011 UT Storms
- 1986 ND Storms
- 1974 TN Storms
- 1978 TN Storms
- 1979 TN Storms
- 4005 TN Storms
- 1955 Utah Storms
- 1930 IA Storms
- 1539 Charley/Bonnie
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1602 Katrina
- 1603 Katrina
- 1607 Rita
- 1609 Wilma
- 1595 Dennis

Employment History

- *Witt O'Brien's, Project Manager* — *2013 – Present*
- *FEMA, Debris Specialist* — *2006 – 2013*
- *Pilot Catastrophe Services, Debris Specialist* — *2004 – 2006*
- *Layout Specialist* — *2003 – 2004*
- *The Hertz Corporation, Technician* — *2000 – 2003*

Registrations, Certifications & Training

- FEMA L201 Debris Operations, Training
- FEMA L381 Public Assistance Project Specialist, Training
- FEMA L382 Public Assistance PAC Crew Leader, Training
- FEMA Project Worksheet Development, Training
- FEMA L239 Hazard Mitigation, Training
- FEMA NEPA/SHPO, Training

Education

- HVAC Certificate (2002), Jefferson Davis Community College
- Auto Body Certificate (1996), Bishop State Community College

Recent & Relevant Project Experience

New Jersey Super Storm Sandy (DR-4086), Debris Monitor/PA Coordinator (2012-13)

Responsible for analysis and review of the projects before reimbursement of funds are obligated or de-obligated. Implemented procedures to expedite grant awards and project completion, consistent with the Stafford Act. Performed administrative reviews, desk reviews, and site inspections, as appropriate, and provided technical assistance to team members, state officials, project applicants, and sub-grantees, serving as point-of-contact for grant program issues. Met with grant applicants and sub-grantees to resolve project issues. Reviewed project applications for eligibility, and provided recommendations for approval; established and maintained systems to monitor status of project applications and funded projects. Prepared written analyses of projects and/or issues associated with project eligibility, and gave appropriate recommendations, including Sub-grant Application version preparation. Identified projects requiring environmental and/or historic preservation review.

Louisiana Hurricane Isaac (DR-4080), FEMA Debris Specialist (2012-13)

Ensured operations were within the specifications of the Stafford Act, Disaster Specific Guidance, and 44 CFR Emergency Management and Assistance. Assisted applicants with regulatory priorities aimed at maximizing aggregate net benefits to the community at large, taking into account the condition of the those particular operations affected by regulations, and other pending regulatory actions and interpretations. Coordinated applicant activities with other federal agencies such as OSHA, SHPO, FHP, NRCS, USACE, EPA, FDOT and U.S. Fish and Wildlife, to ensure compliance with FEMA funding guidance.

Montana Severe Storms and Flooding (DR-1996), PAC Crew Leader (2011-12)

Responsible for advice and guidance concerning grants, agreements, disaster assistance determinations, and other programs administered by Region VIII Office concerning grants and cooperative agreements with federal, state, and local agencies; memorandum of understanding; relevant laws; and regulations. Facilitated overall management of meetings, briefing executive level managers, and producing/presenting briefings and presentations to senior level managers and others within limited time frames.

Utah Severe Storms and Flooding (DR-4011), Technical Assistant (2011)

Provided technical assistance and developed scopes of work and cost estimates for large and small projects. Met with grant applicants and sub-grantees to resolve project issues.

North Dakota Severe Winter Storms (DR-1986), FEMA Debris Specialist (2011)

Led eligibility reviews for properties receiving Private Property Demolition and Debris Removal consideration.

Florida Disasters (DR-1539/1545/1551/1561/1602/1609), Closeout Specialist (2006-10)

Closed out large and small projects related to infrastructure damages and repairs caused by natural disasters in Florida. Responsible for review, coordination, and monitoring of closeout activities; performed analysis and review of the projects before reimbursement of funds were obligated or de-obligated. Developed strategies to expedite closeout of the Florida Recovery Effort, and established goals, timetables, and procedures for expediting grant approval and closeout activities. Assisted DHS/FEMA components coordination with local, state and federal agencies as well as private non-profit entities in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended). Responsible for advice and guidance concerning grants, agreements, disaster assistance determinations, and other programs administered by the Florida Recovery Office concerning grants and cooperative agreements with federal, state, and local agencies; memorandum of understanding; relevant laws; and regulations.

Louisiana Hurricanes Katrina and Rita (DR-1603/1607), Debris Specialist (2005)

Worked with Orleans, Plaquemines, Jefferson, St. Bernard, and Calcasieu Parishes, reporting to the QA Team Lead. Assisted in writing the Standard Operating Procedures for Private Property Demolition and Debris Removal file review process for the two hurricanes. Led eligibility reviews for properties receiving Private Property Demolition and Debris Removal consideration.

WITT | O'BRIEN'S

CHARLES BRYANT

Background

Charles "Chuck" Bryant is a highly qualified Debris and Emergency Response Specialist whose services are in constant demand. His 25 years of experience in emergency response services and 10 years of experience in debris monitoring and emergency management includes leading debris management operations in states such as Louisiana, Georgia, New Jersey, and Texas.

Mr. Bryant is a retired Fire Chief for the City of Sulphur, Louisiana. He served 25 years at the fire department, during 18 of which he was Fire Chief and Emergency Manger. 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.

Prior to Witt O'Brien's, Mr. Bryant owned and operated C. Bryant, Inc., an emergency management consulting firm. He performed various contracted emergency management response and recovery planning services and provided technical assistance for local, state, and federal governments. His primary areas of service were debris operations and planning; 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 a national certified instructor for E202 National Debris Management Planning Course and an 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, a division of Texas A&M University, for exercise design and facilitation of the Weapons of Mass Destruction Exercise Program and Hurricane Exercise Design.

Employment History

- *Witt O'Brien's, Disaster Recovery & Debris Specialist* — *2013 – Present*
- *AECOM, Technical Assistance Contractor* — *2007 – 2012*
- *Witt Associates, Technical Assistance Contractor* — *2005 – 2012*
- *Texas Engineering Extension Service* — *2003 – Present*
- *Emergency Management Institute, Lead Adjunct Instructor* — *2003 – Present*
- *C. Bryant Inc., Owner/President* — *2003 – 2011*
- *City of Sulphur, LA Fire Department, Fire Chief* — *1978 – 2003*

Registrations, Certifications & Training

- EMI NIMS Advanced Level ICS Curricula Train the Trainer E449, Certified Instructor
- EMI E202 National Debris Management Planning Course, Certified Instructor
- EMI National Debris Management, Training
- FEMA Pilot Program Train the Trainer, Training
- FEMA Hazardous Materials Contingency Planning, Training
- FEMA Introduction to Emergency Management, Training
- FEMA Liability Issues in Emergency Management, Training
- National Fire Academy Fire Service Financial Management and Planning, Training
- Hazardous Materials Tactical Considerations, Training
- Hazardous Materials on Scene Coordinator, Training
- Fire Department Insurance Rating, Training

Education

- Associate Fire Science Degree, Louisiana State University at Eunice

Recent & Relevant Project Experience

Georgia Severe Winter Storm Pax (DR-4165), Debris Technical Advisor (2014-present)

Currently provides technical assistance to Columbia County, Georgia, for development of FEMA Project Worksheets for Category A debris removal. Serves as technical advisor for FEMA eligibility determinations, and provides contractor oversight of debris management site and monitoring operations. Project is ongoing.

State of New Jersey, Hurricane Sandy (DR-4086), Subject Matter Expert (2012-13)

Served as a subject matter expert for debris operations, and worked as technical advisor to Governor's Office of Recovery and Rebuilding. Provided assistance in development, management and operations for wet debris removal for New Jersey Department of Environmental Protection, local applicant debris removal, Private Property Debris Removal, and Private Property Demolition Technical Advisor. Provided problem resolution assistance and coordination for Public Assistance Category A & B grant funding and as Liaison for State Agencies for Public Assistance Grant Funding and project development.

Louisiana Hurricanes Gustav and Ike (DR-1786/1791), Deputy Debris Manager (2008-09)

Responsible for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establishing monitoring

operations plan, project worksheet development and management, and environmental and historical guidance for all debris operations.

Cities of Houston and Galveston, TX/Texas A&M Galveston, Technical Assistant (2008-09)
Provided technical assistance to the Cities of Houston and Galveston, Texas and to Texas A&M University Galveston Campus for coordination of debris removal, project worksheet development and management, and environmental and historical guidance for all debris operations and project oversight.

FEMA (AECOM), Technical Assistance Contractor (2007-12)

Provided technical assistance in program development and policy development for the Debris Management Pilot Program. Served as lead instructor for delivery of the pilot program to state and local governments. Performed a Debris Management Plan review for FEMA Region 10; developed plan cross-walk and criteria for plan review, and conducted reviews for more than 60 Debris Management Plans, including Urban Area Security Initiative Plan for Seattle, Washington, area. Served as a Debris Specialist and Instructor for the National Debris Planning and Management Course for Local and State Agencies; conducted Debris Management Training for FEMA Region 9 for delivery in Guam and State of Hawaii. Worked as Debris Monitor and Trainer for five months in Joplin, Missouri, for the EF-5 Tornado.

Louisiana Hurricanes Katrina and Rita (DR-1603, DR-1607), Planning Manager (2005-06)

Supervised structural demolition activities and private property debris removal. Coordinated and developed planning strategies and operational objectives as they relate to debris removal, with liaison support to all local, state, and federal partners. Served as the State of Louisiana Deputy Debris Manager for Debris Operations, responsible for overall coordination of debris operations for the State of Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management, and environmental and historical guidance for all debris operations and project oversight.

BRYAN JANSEN – Project Manager

Background

Bryan Jansen has extensive experience managing all aspects of disaster recovery and federal funding programs. He has extensive experience with disaster debris monitoring requirements and with managing teams of disaster debris monitors. Mr. Jansen has valuable experience in the management and operations of debris monitoring projects.

Most recently he served as Project Manager for several monitoring projects in Massachusetts, and he acted as State Lead overseeing Witt O'Brien's recovery personnel for the Deepwater Horizon disaster in Bay County, Florida, as well as in Harrison and Hancock Counties in Mississippi.

During the devastating 2004 and 2005 storm seasons, he assisted Charlotte, Lee and Seminole Counties in Florida with the monitoring of major debris removal projects (more than 500 thousand cubic yards each) for Hurricanes Charlie, Frances, Jeanne and Wilma. He provided consultation and technical advice to county officials regarding compliance with FEMA regulations, debris eligibility in major debris projects and served as Operations Supervisor, overseeing debris monitoring staff and ensuring project quality control.

Mr. Jansen served as a project manager for several monitoring projects in Massachusetts after the state suffered multiple incidents. On June 1st, 2011 multiple tornados struck several counties in Massachusetts, threatening lives, damaging homes, destroying property, and creating all types of storm debris. Then in October 2011, severe snowstorms generated large quantities of widely-spread vegetative debris. Each time the Massachusetts Emergency Management Agency contract was activated, allowing local governments to access Witt O'Brien's services. Witt O'Brien's completed 24 debris monitoring projects in response to the tornadoes (DR-1994) and severe snow storms (DR-4051).

Mr. Jansen has experience working on projects in or near the Gulf of Mexico, and he boasts the ability to manage the removal of large sums of various types of debris. In 10 years of disaster recovery, debris management, and FEMA Public Assistance Program experience, Mr. Jansen has been involved in 14 major disasters, including:

- 1539 Bonnie
- 1539 Charley
- 1786 Gustav
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1609 Wilma
- 1595 Katrina
- 1785 Fay
- 1818 KY Storm
- 1819 AR Storm
- 1735 OK Storm
- 4051 MA Storm

Previously Mr. Jansen worked as a Right of Entry Supervisor overseeing 60 crews for demolition and private property debris removal for the citizens of Hancock County, Mississippi. He has also served as a State Public Assistant Coordinator in Florida, tasked with reviewing all contracts and project cost documentation relating to FEMA Project Worksheet

WITT | O'BRIEN'S

Employment History

- *Witt O'Brien's, Debris Specialist* — *2010 – Present*
- *Solid Resources, Inc., Supervisor* — *2004 – 2009*

Registrations, Certifications & Training

- Preliminary Damage Assessments, Training
- Debris Management, Training
- FEMA Public Assistance Operations I, Training
- FEMA Project Final Inspections and Closeouts, Training
- FEMA IS-001, IS-007, IS-100, IS-200, IS-0003, IS-240, IS-00005, IS-00253, IS-00253, IS-00292, IS-00301, IS-00340, IS-00393.A, IS-630, IS-631, IS-632, IS-00800.A, IS-242, IS-324, IS-055, Training

Recent & Relevant Project Experience

Massachusetts Storms & Tornadoes (DR-4051/1994), Debris Monitoring 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. Later in October 2011, severe snow storms generated large quantities of widely-spread vegetative debris. Each time the Massachusetts Emergency Management Agency contract was activated allowing local governments to access Witt O'Brien's services. Witt O'Brien's completed 24 debris monitoring projects in response to the tornadoes (DR-1994) and severe snow storms (DR-4051). Mr. Jansen served as Project Manager for several of the monitoring projects in Massachusetts.

BP Deepwater Horizon Oil Spill Response 2010 – 2011

Mr. Jansen acted as State Lead overseeing Witt O'Brien's recovery personnel for the Deepwater Horizon disaster in Bay County, Florida, as well as Harrison and Hancock Counties in Mississippi.

Florida Hurricanes (DR-1539/1545/1561/1609), Debris Removal 2004 – 2005

Assisted Charlotte, Lee and Seminole Counties in Florida with the monitoring of major debris removal projects for Hurricanes Charley (DR-1539), Frances (DR-1545), Jeanne (DR-1561), and Wilma (DR-1609). Provided consultation and technical advice to county officials regarding compliance with FEMA regulations and debris eligibility in major debris projects, and served as Operations Supervisor to oversee debris monitoring staff and ensure project quality control for a debris removal total of more than 2,500 cubic yards.

Lee County, Florida, State Public Assistance Coordinator (2005)

Served on State Debris Team, consulting directly with local government on debris removal and other recovery issues. Reviewed FEMA Project Worksheets and assisted in determination of recovery expenditures eligible for federal reimbursement. Coordinated with FEMA on project closeouts and prepared Joint Task Closeout Reports and closeout version Project Worksheets for many local governments in the county.

WITT | O'BRIEN'S

JOHN LLOYD

Background

John Lloyd has more than 30 years of experience in debris monitoring and emergency management, including 14 years with the Witt O'Brien's debris monitoring team, on which he has managed some debris operations for some of Witt O'Brien's' largest projects and clients.

Mr. Lloyd managed and monitored debris projects in Massachusetts and Kentucky in response to several severe winter storms and tornadoes. After Massachusetts suffered a severe winter storm (DR-4051) in early 2011, Mr. Lloyd served as Operations Coordinator and Deputy Project Manager for the debris monitoring project. He planned and coordinated all aspects of operations for the City of Springfield and was the liaison between the client and the contract. He provided quality assurance, materials management, inventory control, and scheduling, and monitored operational planning, and he also trained new hires and resolved client issues.

As Field Supervisor for the City of Springfield for disaster response for the tornados that followed just months later (DR-1994), Mr. Lloyd scheduled and deployed the loading and tower/site debris monitors and oversaw their daily activities at loading sites and disposal and staging sites. He resolved field operational, eligibility, and safety issues, and communicated these issues to the client. He also communicated and coordinated daily activities with FEMA, state, and applicant field personnel. He was responsible for conducting and overseeing truck certifications, load measurements, and photo documentation, and he collected daily logs from debris monitors and tabulated truck load data for daily reports.

In response to severe storms, flooding, and mudslides in the 2009 Kentucky Severe Winter Storm and Flooding (DR-1818), Mr. Lloyd managed the flow of information, collected logs, tabulated data, and recorded required information.

In addition to his major natural disaster response experience, Mr. Lloyd severed as a Field Accounting Supervisor during the BP Deepwater Horizon oil spill response in the Gulf Coast in 2010. His primary duty was to capture an accurate representation of all contractors' and subcontractors' activities within the area of operation. He performed contractor daily billing report line-by-line analysis to confirm the accuracy of charges relating to personnel and equipment.

Mr. Lloyd is a veteran of Operation Iraqi Freedom and a retired U.S. Army Master Sergeant who can accomplish any assigned task with minimal or no supervision. His experience supervising, training, and motivating people in the conduct of military and law enforcement operations has directly led to his documented success as a team builder and problem solver in any endeavor where time management, dependability, and innovation are needed.

Employment History

- *Witt O'Brien's, Debris Management Project Manager* — *2010 – Present*
- *City of Norfolk Virginia, Police Officer* — *1982 – 1993*
- *U.S. Army, Assistant Inspector General* — *1976 – 2006*

Registrations, Certifications & Training

- FEMA ICS-100, ICS-200, IS-632, IS-00907, Training
- U.S. Army Inspector General Course, Training
- U.S. Army Advanced Non-Commissioned Officer Academy, Training
- U.S. Army Drill Sergeant School, Training
- U.S. Army Air Assault Course, Training
- U.S. Army Airborne Course, Training
- Norfolk Police Academy, Training

Education

- Bachelor of Arts, Business, University of Alabama
- Associate of Science, Faulkner State Community College

Recent & Relevant Project Experience

Massachusetts Severe Snow Storm (DR-4051), 2011

Planned and coordinated all aspects of the City of Springfield operations, coordinating with client, FEMA, and the contractor; providing quality assurance; materials management and inventory control; scheduling; and monitoring operational planning. Implemented and managed many resources, objectives and strategies, set goals, schedules and guidelines and developed solutions for operational problems. Trained new hires and resolved issues with the client.

Massachusetts Tornadoes (DR-1994), 2011

Scheduled and deployed loading and tower/site debris monitors and oversaw their daily activities at loading sites and disposal and staging sites. Resolved field operational, eligibility, and safety issues, and communicated these issues to the client. Communicated and coordinated daily activities with FEMA, state, and applicant field personnel. Conducted and oversaw truck certifications, load measurements, and photo documentation as required. Collected daily logs from the debris monitors and tabulated truck load data for the daily report.

Kentucky Severe Storms (DR-1925), Debris Monitoring 2010 – 2011

Monitored, tracked, and reported various documents; managed the flow of information to ensure accurate and efficient documentation to the required local, state, and federal agencies.

BP, Deepwater Horizon Oil Spill Response, Field Monitor 2010

Captured accurate representation of all contractors and subcontractors' activities within the area of operation. Performed contractor daily billing report line-by-line analysis to confirm the accuracy of charges relating to personnel and equipment. Ensured all charges are valid based on operational requirements by inventory and observation.

WITT | O'BRIEN'S

CHRIS DENNEY

Background

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.

On his most recent project, Mr. Denney provided data support and financial reconciliation for the State of Georgia after the severe winter ice storm in February 2014. He has performed data management responsibilities on several projects. After Hurricane Isaac in Louisiana, Mr. Denney worked as roving monitor and supervisor across five parishes and led the handheld ticketing project using Motorola MC-75 equipment. While in Louisiana, he performed Assistant Data Manager responsibilities remotely for Lavallette, New Jersey, following Super Storm Sandy. He also has direct field experience with assigning and mobilizing large numbers of monitors and debris trucks on high priority projects.

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.

Employment History

- *Witt O'Brien's, Disaster Recovery Data Manager* — *2012 – Present*
- *P&M Tile, Ceramic Tile Installer* — *2006 – 2014*

Registrations, Certifications & Training

- Occupational Safety and Health Association (OSHA) Training Certified (30-Hour Course)
- First Aid & CPR Trained

Recent & Relevant Project Experience

Columbia County, Georgia, Severe Winter Storm EM-3368), Data Manager (2014-present)

Currently monitoring debris removal and cleanup following winter storms that crippled the area. Implementing handheld ticketing for debris removal and managing ticket and volume data.

Louisiana Hurricane Isaac, Debris Technical Advisor (2012-13)

Mobilized Witt O'Brien's team members for Private Property Debris Removal (PPDR) after Hurricane Isaac devastated the area, leaving large amounts of hazardous storm debris strewn throughout several parishes. Trained and implemented handheld devices used for electronic ticketing.

Louisiana Hurricane Katrina (DR-1603), Recovery Services (2005-06)

Worked as contracted field monitor during the recovery efforts of Hurricane Katrina for The Shaw Group (now CB&I) in St. Tammany Parish, Louisiana.

WITT | O'BRIEN'S

RYAN BOOTH

Background

Mr. Booth has 11 years of experience with Witt O'Brien's as a Debris Management. He has held many important positions in debris monitoring projects, including managing projects in response to the North Carolina Severe Winter Storm, Louisiana Hurricane Isaac, and Massachusetts Storms and Tornadoes.

As project manager of the Louisiana Hurricane Isaac Debris Monitoring Project, Mr. Booth managed crews that monitored private property debris removal programs involving Right of Entry and Hold Harmless agreements with residents, home demolitions, and removal of debris for parish waterways. The storm's cleanup involved three parishes and four cities, totaling $2,122,936 in removal costs for more than 230,000 cubic yards of debris. He was part of a team that was on the ground within hours of the event, providing preliminary damage assessments, hiring and training local residents and ensuring that all FEMA, state, and local requirements were adhered to during the removal process.

Mr. Booth has worked to ensure debris removal contractors adhere to all laws and regulations. His effective management has provided efficient and safe debris monitoring operations even when managing multiple projects. In the aftermath of the Massachusetts Storms and Tornadoes, he worked as project manager with the Massachusetts Emergency Management Agency to manage several debris projects in 20 cities and towns in western Massachusetts.

He served as a Division Supervisor for Mobile and Escambia Counties in Alabama on the BP Deepwater oil spill response project, where he coordinated cleanup efforts with local and state municipalities. Mr. Booth taught boom deployment strategies to response staff and was instrumental in overseeing over 1 million feet of boom being deployed in both of those counties and throughout the region. He implemented safety, health, and security procedures and requirements.

Mr. Booth worked at the Naval Air Station Pensacola in Florida overseeing the decontamination station for the U.S. Coast Guard ships at the naval base's shipyard during the cleanup, and as a member of the Rapid Strike Force Response Team, he was in charge of all first-response vessels that responded to and investigated oil contaminated areas. He was in charge of the beach cleanup in Escambia County, utilizing innovative oil removal machinery such as the E5 and E7 oil removal filters. This machinery could be programed to sift and clean oil out of the beaches as deep as 6 feet. At the height of the response Mr. Booth coordinated the work of more than 750 beach tech workers.

Employment History

- *Witt O'Brien's LLC.* — *2013 – Present*
- *O'Brien's Response Management* — *2010 – 2012*
- *American General Financial Services (AIG)* — *2007 – 2009*
- *Keller Williams Realty* — *2005 – 2007*
- *Dauphin Realty* — *2005 – 2006*
- *M & B Burton Brothers INV (Construction & Development)* — *2003 – 2005*

Registrations, Certifications & Training

- FEMA Emergency Management Certificates: IS-100, IS-200, IS-230, IS-235, IS-240, IS0-254, IS-300, IS-400, IS-700, IS-703, IS-704
- Hazardous Materials Emergency Response Training (HAZWOPER 40-Hour)
- Occupational Safety and Health Administration (OSHA) Training (30-Hour)
- Hazardous Communications Training
- American Red Cross First Aid & CPR Certified
- HSC Basic Plus Safety Course
- Transportation Security Administration Transportation Worker Identification (TWIC) Card
- Confined Space Attendant
- Firewatch Attendant
- Breathing Air Bottlewatch Attendant

Education

- Bachelor of Arts, Business, University of Alabama
- Associate of Science, Faulkner State Community College

Recent & Relevant Project Experience

Deepwater Horizon Oil Spill Cleanup, Mobile & Escambia Counties, AL (May 2010 – February 2011)

Implemented Safety, Health, and Security procedures and requirements. Managed response teams for cleanup. Purchased equipment (ATVs, absorbent boom, PPE, etc.) to enhance cleanup effort. Leased equipment (boats, tractors, trucks) for cleanup. Taught booming strategies, and conducted weekly safety training for responders. Coordinated cleanup efforts with local municipalities and communities, and collected and submitted samples for analysis. Investigated and managed cleanup of oil-contaminated areas, and conducted incident investigation on injuries, illnesses and near misses. Implemented Hurricane Preparedness Plans, and ensured compliance with Federal and State EPA air, water, and waste regulations in addition to OSHA and U.S. Coast Guard regulations.

Massachusetts Ice Storm, Springfield, MA (November – December 2011)

Worked as a project manager for 20 debris monitoring projects in western Massachusetts in response to severe Halloween snowstorms. Led planning and coordination between clients, FEMA and contractors. Storm totaled 41, 792 tickets and 1,726,420 cubic yards of debris, 96,696 hanging limbs and 4,093 leaning trees for a total cost of $74,769,145.

Hurricane Isaac, Chalmette, LA (September 2012 –February 2013)

Part of initial response team that was on the ground with two Mobile Command Units and ready begin preliminary assessments within hours of "all clear." Hired and trained local residents to fill monitoring positions. Ensured adherence to FEMA, state, and local requirements, and monitored and managed public and private property debris removal, as well as waterway removal and some home demolitions. Hurricane Isaac totaled 6,825 tickets for 230,076 cubic yards of debris for a total cost of $2,122,936.

STEPHEN POWELL – Debris Management Specialist

Background

Stephen Powell has many years of project management and technical assistance experience. Mr. Powell is currently serving as Project Manager in response to Winter Storm Pax in Columbia County, Georgia, and he recently served as Project Manager over several debris monitoring projects in Massachusetts, Texas, Louisiana, New Jersey, and Georgia. He served as Project Manager in response to Hurricane Sandy in New Jersey, Severe Snow Storms in Western Massachusetts, Hurricane Ike in Texas, and Hurricane Gustav in Louisiana.

In the last five years, Mr. Powell served as the Project Manager for debris operations for Louisiana Department of Transportation and Development (La DOTD), Texas Department of Transportation (TxDOT), the State of Massachusetts and the State of New Jersey. In these combined efforts, Mr. Powell documented the removal of several hundred thousand cubic yards of debris, assisted in the reimbursement of more than $10 million in debris-related costs, and oversaw the hiring, training, and deployment of more than 100 employees and the associated equipment to accurately document and expedite the entire debris removal process.

Mr. Powell was Project Manager for the Boroughs of Lavallette and Union Beach in New Jersey during the recovery project following Super Storm Sandy in 2012. 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, and 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.

On the TxDOT project, Stephen was the Project Manager over bay cleaning, Private Property Debris Removal, monitoring of Threatened and Endangered species, demolition of facilities, and storm generated debris removal of a 2,000-acre state park; two miles of beach sand removal, cleaning, and replacement to include dune creation and planning of sea oats; 2 million cubic yards of sand removal from ditches and drainage canals (FHWA-ER); 6,000 feet over five miles of revetment wall; removal of more than 500 vehicles and vessels; and debris, dangerous tree, and limb removal from public rights of way. During this project he oversaw debris removal in the Houston Ship Channel, bays, and associated lagoons. He was responsible for achieving approval on the PPDR project for all parcels that included Historical and Archeology reviews.

Registrations, Certifications & Training

- FEMA IS-1, IS-007, IS-26, IS-33.13, IS-35.13, IS-37, IS-100, IS-100.b, IS-200, IS-200.b, IS-230.c, IS- 325, IS-700, IS-800.b, IS-630, IS-631, IS-632, IS-632.a, IS-775, IS-860, IS-1900, IS-00005, IS-005.a, IS-805, IS-807, IS-909, Training
- EPA 608 Universal, Training
- DOT Intermediate Maintenance of Traffic, Training
- OSHA Hazwoper 40, Training

Employment History

- *Witt O'Brien's, Project Manager* — *2013 – Present*
- *Town of Marianna, Facilities Technician II* — *2012 – 2013*
- *O'Brien's Response Management, Project Manager* — *2011*
- *Center for Toxicology and Environmental Health, Safety Technician* — *2010*
- *Metric Engineering, Project Manager* — *2009 – 2010*
- *Solid Resources Inc., Project Manager* — *2007 – 2008*

Education

- Undergraduate, General Studies (1994-95), Chipola College

Recent & Relevant Project Experience

Georgia Severe Winter Storm (DR-4165), 2014

Currently serving as Project Manager in response to Winter Storm Pax in Columbia County, Georgia.

State of New Jersey, Hurricane Sandy (DR-4086), 2012-13

Served as Project Manager for the Boroughs of Lavallette and Union Beach in large scale recovery effort that included monitoring and documenting the removal of hazardous waste and materials, vegetative debris and trees, construction and demolition materials, private property debris, white goods, and more. Oversaw 5,249 tickets for 163,950 cubic yards of debris for the Borough of Lavallette and 458 tickets for 74,074 cubic yards of debris for the Borough of Union Beach.

Massachusetts Severe Snow Storm (DR-4086), 2011

Served as Project Manager for the Towns of Ludlow and Palmer, Massachusetts. Managed 2,365 tickets for 84,733 cubic yards of debris – including 2,886 hanging limbs and 61 leaning trees – in Ludlow for a total removal cost of $3.23 million. Managed 1,160 tickets for 52,931 cubic yards of debris – including 2,800 hangers and 109 leaners – for a total removal cost of $2.25 million in Palmer.

Louisiana Hurricane Gustav (DR-1786), 2009-10

Served as Project Manager for debris monitoring in Alexandria, Louisiana, in a major and complex debris monitoring project for five districts of the Louisiana Department of Transportation and Development. Inspected and quantified each load of debris; recorded removal of damaged trees, and provided district with data management and documentation services to support FEMA cost reimbursement claims. Combined with Hurricane Ike, more than 3 million cubic yards of debris were removed and hauled to 60 separate Debris Management Sites in the state, for total removal claims of more than $75 million for Louisiana.

WITT | O'BRIEN'S

VALARIE PHILLIP – Disaster Recovery Project Manager

Background

Valarie Philipp is a Long-Term Disaster Recovery Project Manager for Witt O'Brien's, with nine years of experience in emergency management. Her experience includes technical assistance to state and local government entities, such as grants management and debris operations consulting as well as planning and training.

Ms. Philipp currently 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 also works with state and local governments to prepare and update their Disaster Debris Management plans and to properly procure vendors for pre-disaster contracts, in order to conform to FEMA financial incentive guidelines implemented through the Sandy Recovery Improvement Act. She has assisted with the development of FEMA Public Assistance and FHWA Emergency Relief training materials for FDOT and other local government applicants, and delivered training more than 3,000 representatives over the past five years.

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 Hurricanes Frances (DR-1545) and Jeanne (DR-1561) in Palm Beach County, Florida. She also assisted applicants in Miami-Dade and Broward Counties for both Hurricane Katrina (DR-1602) with debris removal project eligibility, funding obligation and managing debris specialists and with Hurricane Wilma (DR-1609) for QA/QC and Special Projects resolution.

At WJE & Associates, Ms. Philipp served as a structural engineer performing general condition surveys and forensic evaluations of various types of structures, such as low-rise and high-rise facilities, parking structures, bridges, retaining walls, storm sewers, and residential facilities. She investigated and performed structural analysis on structural materials such as masonry; cast-in-place, post-tensioned and precast concrete; steel; stucco; EIFS; and stone cladding. She prepared construction documents and project specifications and performed construction observation and administration services. Ms. Phillip also assisted in litigation support by providing extensive organized documentation and preparation of visual presentations for mediation.

Employment History

- *Witt O'Brien's, Long-term Disaster Recovery Project Manager*
- *FEMA, Technical Assistance Contractor*
- *Wiss, Janney, Elstner & Associates, Project Manager/Project Engineer*

Registrations, Certifications & Training

- FEMA EMI Certificates: IS-56, IS-100, IS-200, IS-253, IS-279, IS-300, IS-318, IS-340, IS-386, IS-393, IS-403, IS-547, IS-613, IS-631, IS-632, IS-700, IS-800, IS-801, IS-803
- PA Cost Estimating Format
- Professional Engineer, State of Georgia

Education

- Master of Engineering, Structures

- Bachelor of Science, Civil Engineering

Recent & Relevant Project Experience

School Board of Broward County, Florida, Long-Term Disaster Recovery

As project manager, oversaw all aspects of planning, response, and recovery, including project and disaster closure, appeals, reimbursements and financial audits. Assisted the District with gathering, reviewing, and compiling the relevant documentation for final inspection and closeout of 2004, 2005, and 2009 Project Worksheets with funding in excess of $60 million. Assisted the District in identifying and pursuing unclaimed FEMA funds and project over-runs in excess of $9 million and insurance benefits in excess of $3 million. Worked with the District to support the FEMA Office of Inspector General's audit of 32 projects and to gather and submit concrete supporting documentation for $15 million of funding in question. Prepared appeals on FEMA determinations for project funding in excess of $2 million.

City of Miami, Florida, Long-Term Disaster Recovery

As project manager, oversaw all aspects of planning, response, and recovery, from project inception through disaster closure and financial audits. Worked with the City in their disaster debris planning and preparation activities, including completion of a FEMA-approved Disaster Debris Management Plan, hauling bid and contracting assistance, temporary debris management site selection and approvals, and yearly debris coordination meetings with city staff and contracted vendors. Assisted the city with the final inspection and closeout of 27 large FEMA Project Worksheets with obligated funds in excess of $34 million, mostly related to debris removal and emergency protective measures. Secured over $9.5 million in unclaimed obligated funds and overruns resulting from closeouts including collecting and reviewing all pertinent documentation from various departments, reviewing in-house Kronos time and payroll reports, and preparing Summary of Documentation files and Requests for Reimbursement. Additionally, during the closeout process, assisted the City with responding to Office of Inspector General audit findings to recover more than two-thirds of the $3.8 million of funds in question.

Florida Department of Transportation (FDOT), Long-Term Disaster Recovery

As Public Assistance Coordinator, assisted with final inspections, appeals, grant reimbursements and DDIR preparation. Provided QA/QC on statewide closeout activities for 110 large Project Worksheets for nine State of Florida disaster declarations in 2004, 2005, and 2007 with obligated funding in excess of $75 million. Worked with FDOT Districts in southeastern Florida to compile supporting documents for FEMA closeout activities to support obligated funding. Prepared and reviewed documentation for multiple jurisdictions' DDIRs in Miami-Dade County, totaling more than $8 million.

Florida Division of Emergency Management (FDEM), Disaster Response and Long-Term Recovery

As Public Assistance Coordinator, represented the State of Florida Division of Emergency Management in Miami-Dade County for Public Assistance Program activities for six State of Florida disaster declarations in 2004 and 2005, including 218 municipal and PNP applicants with disaster funding needs totaling more than $560 million.

LYNNE STORZ – Disaster Recovery Specialist

Background

Ms. Storz has 10 years of experience in emergency management, debris operations, planning, and technical assistance to local government. Her previous experience includes 15 years in the field of integrated solid waste management. Her experience in emergency management includes project management of hurricane debris operations, statewide planning and training, preliminary damage assessments, and federal disaster recovery grant programs.

Ms. Storz recently served as Project Manager for Witt O'Brien's debris monitoring operation in Lafourche Parish, Louisiana, for its Hurricane Isaac recovery efforts, and she provided technical assistance to state agencies and local government clients in New Jersey as they recovered from Hurricane Sandy. She was deployed in New Jersey providing closeout duties for pre-Hurricane Sandy storms.

Previously, Ms. Storz was responsible for providing technical assistance and planning to local governments in the areas of FEMA Public Assistance and FHWA Emergency Relief programs. In this role she served as Public Assistance Coordinator for the Florida Department of Transportation (FDOT), assisting with project closeout, appeals, project worksheet formulation, and grant reimbursement contributing in an aggregate increase of $100 million to the client. She assisted more than 80 local governments with DDIR documentation preparation for FHWA reimbursement. Ms. Storz managed the development of FDOT's Statewide Debris Management Plan, which was approved by FEMA Region IV. Subsequently, she developed seven District Debris Operations Plans, as well as the development and delivery of training on plan implementation. Ms. Storz assisted in the development of FEMA PA and FHWA ER training, and delivered training to more than 2,000 local government personnel in Florida.

Prior to her work with Witt O'Brien's, Ms. Storz served as project manager providing pre- and post-disaster hurricane debris recovery services in Florida, supervising more than 500 field staff during three federally declared disasters. Ms. Storz served as liaison with county officials, FEMA, and private sector contractors during various deployments.

Ms. Storz has been involved in 16 major disasters, including:

1099 Oregon Floods	1603 Katrina	1969 NC Tornado
1539 Charley	1606 Rita	4021 Irene
1545 Frances	1609 Wilma	4051 MA Snow
1551 Ivan	3293 Ike	4080 Isaac
1561 Jeanne	1785 TS Fay	
1595 Dennis	1786 Gustav	

Employment History

- *Witt O'Brien's, Senior Consultant/Project Manager* — *2011 – Present*
- *Independent Consultant* — *2009 - 2010*
- *Solid Resources, Inc., Project Manager Debris Operations* — *2004 – 2009*
- *Independent Consultant* — *2002 – 2004*
- *Washington County, Oregon, Solid Waste Management Coordinator* — *1991 – 2002*

Registrations, Certifications & Training

- FEMA IS 1, IS 3, IS 26, IS 100, IS 130, IS 200, IS 253, IS 393, IS 403, IS 547, IS 548, IS 559, IS 630, IS 631, IS 632, IS 700, IS 800, IS 801-814, G 318, Training
- NIMS ICS 300 Intermediate ICS for Expanding Incidents, Training
- NIMS ICS 400 Advanced ICS, Training

Education

- Master of Urban and Regional Planning (1992), Portland State University
- Bachelor of Science, Sociology (1989), Portland State University

Recent & Relevant Project Experience

Louisiana Hurricane Isaac (DR-4080), 2012

Responsible for deployment of 30 Witt O'Brien's team members. Expedited debris removal, including leaning trees, stumps, and hanging branches. Hired and trained 30 local residents, and deployed the residents to monitor collection crews and debris management site operations.

Florida Hurricane Wilma (DR-1609), 2005-06

Responsible for deployment of 175 Witt O'Brien's team members in Collier County following the Category 3 storm. Expedited the removal of more than 3 million cubic yards of debris, including hazardous stumps, leaners and hangers, costing in excess of $37 million. Project received a letter commendation from the Office of Inspector General for efficacy of monitoring of debris removal.

Florida Department of Transportation (FDOT), 2007, 2009, 2013

Provided FHWA/DDIR technical assistance on debris to local governments and technical assistance to FDOT Districts in recovery of their FEMA Public Assistance related claims. Provided annual training on both the FHWA – Emergency Relief program and the FEMA Public Assistance program to FDOT District employees and local government employees related to debris removal, debris monitoring, and providing the necessary supporting documentation as it relates to each federal program policies and regulations.

State of Maine Disaster Debris Management Plan

Worked with the Maine Emergency Management Agency and County Emergency Coordinators to prepare their statewide approach to disaster debris operations.

Washington County, Oregon, Solid Waste Management Coordinator (1991-2002)

Managed an 11-city recycling program; developed and implemented waste reduction, curbside, yard debris, multi-family, and commercial recycling programs for more than 400,000 residents.

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 Detzner

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

Detail by Entity Name

Foreign Limited Liability Company

WITT O'BRIEN'S LLC

Filing Information

Document Number	M10000003124
FEI/EIN Number	272783923
Date Filed	07/14/2010
State	DE
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/08/2013
Event Effective Date	NONE

Principal Address

1501 M STREET NW, 5TH FLOOR
WASHINGTON, DC 20005

Mailing Address

1501 M STREET NW, 5TH FLOOR
WASHINGTON, DC 20005

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGRM

WITT, JAMES L
1501 M STREET NW, 5TH FLOOR
WASHINGTON, DC 20005

Title MGRM

FABRICANT, CHARLES
1501 M STREET NW, 5TH FLOOR

WASHINGTON, DC 20005

Title MGRM

FABRIKANT, ERIC
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WASHINGTON, DC 20005

Title MGRM

SHULMAN, JOHN
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WASHINGTON, DC 20005

Title CFO

Felts, Pate
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WASHINGTON, DC 20005

Annual Reports

Report Year	Filed Date
2012	03/14/2012
2013	04/29/2013
2014	04/09/2014

Document Images

04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- LC Name Change	View image in PDF format
03/14/2012 -- ANNUAL REPORT	View image in PDF format
03/23/2011 -- ANNUAL REPORT	View image in PDF format
07/14/2010 -- Foreign Limited	View image in PDF format

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SECTION 9.0: Exhibits

Exhibit A

VILLAGE OF PALMETTO BAY

DISASTER DEBRIS MONITORING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Witt O'Briens authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on June 30th, 2014, and

WHEREAS, Vendor submitted a Proposal dated July 30th, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on September 8th, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents, Addenda's prepared by the Village for Disaster Debris Monitoring Services RFP No. 1314-11-009 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated July 30th, 2014 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Vendor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village's authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked against Village records. Village records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Vendor(s) to public or private property.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Works Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157. The Village has up to thirty (30) days to review, approve and pay all invoices after receipt.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. **Termination/Cancellation of Contract Without Cause**
Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

B. **Termination Because of Default**
Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Contract Term

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise

provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Contractor will have to indemnify the Village from all Public Assistance (PA) Funding Deobligations related to negligence, lack of due diligence &/or failure to perform services or comply with PA Program under sections 403(a)(3)(A), 406, 497 and 502(a)(5) of the Stafford Act.

Article 12 Insurance

Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Liability Insurance - One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars ($2,000,000.00) per aggregate – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - One Million Dollars ($1,000,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and Omissions or Vendor liability insurance - One Million Dollars ($1,000,000.00)

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:	Vendor:
Ron E. Williams, Village Manager	Donald Costanzo, Senior Vice President
Village of Palmetto Bay	Witt O'Briens
9705 E. Hibiscus Street	2200 Eller Drive
Palmetto Bay, FL 33157	Ft. Lauderdale, FL 33316

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 19 Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved sub Vendors shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all sub Vendors' acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a

bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 32 Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36 Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision embarrassing

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Liquidated Damages

Should the Vendor fail to complete requirements set forth in this scope of work, the Village will suffer damage. Because damages will be difficult to ascertain, liquidated damages of $ 1,500.00 per day will be deducted from the Contract sum for each regular work day the Contractor does not perform significant services. The Contractor will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Village as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the services within the applicable Time for Performance.

Article 41 Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, sub vendors, and/or Vendors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release Village from all claims of liability by Contractor in connection with the agreement.

Article 42 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this Agreement and not the Village's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with Village, State, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the Village, that

it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the Village and the Village will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

Continued on next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER	VENDOR
Village of Palmetto Bay	Witt O'Briens
ADDRESS 9705 E. Hibiscus Street Palmetto Bay, FL 33157	ADDRESS 2200 Eller Drive Ft. Lauderdale, FL 33316
BY _____	BY _____
Ron E. Williams Print Name	Donald Costanzo Print Name
Village Manager Title	Senior Vice President Title
ATTEST	
_____ Meighan J. Alexander Village Clerk	_____ Witness
APPROVED AS TO FORM BY	_____ Print Name
_____ Dexter W. Lehtinen Village Attorney	

To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: Recommendation for Approval
Award of RFP No. 1314-12-003

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO REQUEST FOR PROPOSAL NO. 1314-12-003 – SECURITY GUARD SERVICES; APPROVING THE SELECTION OF SFM SECURITY SERVICES, INC. TO PROVIDE SECURITY GUARD SERVICES AT VILLAGE PARKS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH SFM SECURITY SERVICES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:
Pursuant to the receipt of proposals in response to RFP-1314-12-003 for Security Guard Services at Village parks, an evaluation committee determined SFM Security Services, Inc. to be the most responsive proposer. The following summarizes the terms and conditions as mandated by specifications identified in the subject RFP:

Term: Initial period of three (3) years, with two (2) additional one-year extensions at the discretion of the Village Manager.

Cost of Services: $18.50 per hour, per security guard; which includes, but not limited to:

- a marked security patrol vehicle
- professional uniforms, including all related and required equipment
- communication capabilities
- electronic recording/reporting system
- supervisory personnel

Insurance: Insurances as required and to be confirmed prior to execution of agreement by Village Manager.

Fiscal Impact: Funding from Annual Parks and Recreation Department Operating Budget; i.e. Special Events and/or third party facility users

Recommendation: Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO REQUEST FOR PROPOSAL NO. 1314-12-003 – SECURITY GUARD SERVICES; APPROVING THE SELECTION OF SFM SECURITY SERVICES, INC. TO PROVIDE SECURITY GUARD SERVICES AT VILLAGE PARKS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT AGREEMENT WITH SFM SECURITY SERVICES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to procure a continuation availability of security guard services for selected parks and/or Village facilities, as well as various park events, a competitive process was initiated; and

WHEREAS, pursuant to RFP 1314-12-003, the Village expressed its intent and purpose to secure a qualified firm to maintain and make available as required by the Village, security guard services and related equipment; and,

WHEREAS, SFM Security Services, Inc. was determined to be the most responsive and qualified firm; and,

WHEREAS, representatives of SFM Security Services, Inc., have expressed their commitment in providing required services and execution of the governing contract as mandated by RFP-1314-12-003; and,

WHEREAS, the proposed contract for services is for an initial three (3) year period, and contains options for up to two (2) additional one year extensions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Council hereby approves the selection of SFM Security Services, Inc., to provide security guard services and related equipment as required by the Village pursuant to RFP-1314-12-003.

Section 2. The contract between the Village of Palmetto Bay and SFM Security Services, Inc., providing for an initial three (3) year term and options for two (2) additional one-year extensions and attached hereto as Exhibit A, is hereby approved.

Section 3. This resolution shall take effect immediately upon adoption

PASSED AND ADOPTED this _____ day of September, 2014.

Attest: _____

Meighan J. Alexander
Village Clerk

_____

Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION

To: Fanny Carmona, Parks and Recreation Director

From: Kristy Bada, Procurement Specialist

Date: August 15th, 2014

RFP/ITB#: 1314-12-003 Item/Service: Security Guard Services

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of bid submittals for Security Guard Services, RFP 1314-12-003, it was found that SFM Security Services, Inc. was the most responsive and responsible bidder. The proposal submittal included all of the required documentation, licenses, references, and addendum acknowledgements. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

II. Recommendation:

a. Which bid is being recommended? SFM Security Services, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes ____ No X

If No, is the variance considered: Minor X Major ____

Explain: SFM Security Services, Inc. did not include a statement indicating whether or not SFM Security Services, Inc. has any litigation or arbitration and/or a summary of any criminal arrests and/or convictions. However they were notified and provided the information in a timely manner.

c. Is the recommendation the lowest bid received? Yes ____ No X

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary:

The solicitation response received from Palmetto Security Services was the lowest response received. However they are based in Tallahassee, FL, there was no indication of office located in South Florida or Greater Miami area, employees have short tenure, and the minimum requirement for references was not provided, therefore they did not meet the specifications.

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The review committee, comprised of Major Gregory H. Truitt, Police Department; Desmond Chin, Finance Director; Josette Bober, Parks and Recreation Administrative Assistant; Kirk Hearin, Parks and Recreation Mananger evaluated all proposals received. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and tabulated the evaluations completed by the review committee, which resulted in SFM Security Services, Inc. as the highest ranked vendor. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award to the most qualified, responsive, and responsible bidder, SFM Security Services Inc., at an hourly rate of $8.50.

IV. Recommendation Approval:

Signature/Date 8/15/14
Kristy Bada, Procurement Specialist

Signature/Date 8/19/14
Fanny Carmona, Parks and Recreation Director

Signature/Date 8/19/14
Desmond Chin, Finance Director

Signature/Date 8/19/14
Ron E. Williams, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

To: Ron E. Williams, Village Manager

Date: June 18, 2014

From: Kristy Bada, Procurement Specialist

Re: RFP No. 1314-12-003
Security Guard Services

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Security Guard Services; and respectfully request your review and approval; as follows:

Actions to Date:

- In coordination with the Parks and Recreation Department, an RFP was developed for the solicitation of qualified vendors to provide Security Guard Services.

Recommended Course of Action:

- June 19th, 2014: Proposed/Draft RFP to be forwarded to the Village Manager for review/approval.
- June 23rd, 2014: Approved RFP to be advertised and issued; Cone of Silence commences.
- July 23rd, 2014: RFP 1314-12-003 due by 3:00 pm.
- July 28th, 2014: Subsequent to bid opening, tabulate bids, review submittal documentation for completeness and accuracy, and contact references. Prepare memo for Directors' review and approval of recommendation for award
- July 30th, 2014: Recommendation presented to the Village Manager with copies of tabulation sheet, bid submittal with all required forms and documentation, and reference inquiry.
- September 8th, 2014: Resolution to Council for approval of selections and Award of Contract.
- September 18th, 2014: Anticipated execution date.

By your signature below, I will proceed with the above described / recommended course of action.

Department Approval:

6/18/14
Fanny Carmona, Parks and Recreation Director / Date

Finance Department Approval:

Budgeted Funds Available: ✓

6/18/14
Desmond Chin, Finance Director / Date

Manager Approval:

6/18/14
Ron E. Williams, Village Manager / Date

Attachment (1)

REQUEST FOR PROPOSALS (RFP)

SECURITY GUARD SERVICES

No. 1314-12-003

The Village of Palmetto Bay is accepting sealed proposals from qualified individuals and/or firms to provide qualified security guards services during specific, assigned events/activities at Village parks and/or as assigned at Village facilities; services provided shall be compliant with performance measures defined in this RFP. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Wednesday, July 23rd, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To guard against premature opening, each proposal shall be submitted to the Office of the Village Clerk in a sealed envelope plainly marked clearly labeled "SECURITY GUARD SERVICES," and include the specification number, vendor name, and time and date of the proposal opening. Proposals shall be submitted using the forms and following the instructions provided in the specification package. To be considered, all interested parties must request and purchase a copy of the RFP document from the address listed above and submit one (1) original, four (4) copies, and one (1) electronic copy of the required information and documents in one (1) sealed package. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Monday, June 23rd, 2014 after 8:30 a.m. at the Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. A $30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay. The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified vendors can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared M. ZALDIVAR, who on oath says that he or she is the LEGAL CLERK , Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY - REQUEST FOR PROPOSALS SECURITY GUARD SERVICES NO. 1314-12-003

In the XXXX Court,
was published in said newspaper in the issues of

06/23/2014

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

23 day of JUNE , A.D. 2014

(SEAL)

M. ZALDIVAR personally known to me

B. THOMAS
Notary Public - State of Florida
My Comm. Expires Nov 2, 2017
Commission # FF 034747
Bonded Through National Notary Assn.

REQUEST FOR PROPOSALS (RFP) SECURITY GUARD SERVICES No. 1314-12-003

The Village of Palmetto Bay is accepting sealed proposals from qualified individuals and/or firms to provide qualified security guards services during specific, assigned events/activities at Village parks and/or as assigned at Village facilities. Services provided shall be compliant with performance measures defined in this RFP. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Wednesday, July 23rd, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

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Interested, qualified vendors can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

6/23 14-B-214/2303490M

REQUEST FOR PROPOSALS (RFP) SECURITY GUARD SERVICES No. 1314-12-003
Bid Opening – 7/23/2014 – 3:00 pm
Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL

Proposer:

SFM Services, Inc $18.50/hr.

Palmetto Security Services, LLC $16.50/hr.

Opening conducted and verified by:

Meighan J. Alexander
Village Clerk

07-23-14P03:01 CFMD

Witnesses:

Print Name:

Missy Arocha

Print Name:

Kristy Bada

Village of Palmetto Bay

Security Guard Services
RFP 1314-13-003
Tabulation & Checklist

	SFM Security Services, Inc.	Palmetto Security Services, Inc
Proposal Amount		
Uniformed, Unarmed Security Guard Hourly Rate	$18.50	$16.50
Proposal Checklist		
Letter of Intent	✓	✓
Qualifications	✓	✓
Experience and References	✓	Min. amount of references was not provided ✗
Litigation History or Criminal Convictions / Financial Stability	No Statement Provided ✗	✓
Price Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓
Required forms, licenses and documents	✓	✓
Copies of Bid	✓	✓
Addendum Acknowledgment(s)	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, July 23rd, 2014
Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander, Village Clerk

Village of Palmetto Bay

Security Guard Services
RFP 1314-12-003
Proposal Evaluation Final Score Ranking

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total (Max 400 pts.)	Average Score (Max. 100)	Ranking
SFM Security Services, Inc.	91	95	90	87	363	90.75	1
Palmetto Security Services, Inc.	71	85	70	63	289	72.25	2

Date Advertised: Monday, June 23rd, 2014
Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
Village Clerk

SFM SECURITY

RFP No. 1314-12-003
"Security Guard Services"
For

Palmetto Bay

Executive Summary

SFM Security Service's qualifications presented below outlines our team's superior approach to providing the most comprehensive security needs in support of your highest quality security requirements.

- SFM Security Services, Inc. is a uniformed division of class "D" License (unarmed) Security Officers.
- We provide 24-hour security service provided by highly trained and motivated personnel ready to protect your facility and personnel needs.
- We provide Quality Control and Performance Inspections on a regular basis provided by our Field Captains/Inspectors/ Supervisors.
- We are CPR Certified.
- We provide consulting services to determine special needs for additional technological, investigative, and/or management & security training needs.
- We make available the latest technology in government-approved surveillance equipment, detections methods and information analysis tools that enhance our capabilities as a highly effective and prominent security service organization.
- Our team of expert consultants can evaluate, assess, plan, develop strategy and/or perform inspections and drills that will meet and/or exceed any resource in the country.
- We provide uniforms, equipment, radios, etc. to all our personnel.
- We conduct periodic safety training to all our employees prior to beginning their assignment
- We are proud to be a part of the Drug-Free Workplace Program and as such, we conduct monthly drug screenings to ensure that all our employees are alert and drug free.
- We have established a reputation as an extremely professional security provider whose most important goal is to develop client trust and customer service as part of its mission and primary objective.

Experiences & References

SFM Security has vast experience providing security to special events throughout South Florida.
Events serviced by SFM are:

- Red carpet movie premieres
- Charity events
- Weddings

Miami Parking Authority
SFM Security provides unarmed security services to 14 different parking garages and or lots located throughout the City of Miami.
Term: June 2009 to Present
Arthur Noriega, CEO 305.373.6789

Leon Medical Centers
Security services are provided to 8 medical facilities in Miami-Dade County. These locations have over 4,000 patients on a daily basis. Officers require special training to deal with the geriatric population.
Term: 1992 to Present
Carlos Nunez, V.P. 305.986.0285

TRAINING METHODOLOGY

After realizing the lack of quality in training security schools where offering, SFM Security Services, Inc. decided to establish its own licensing school. This was also a chance for SFM Security to promote from within and give the opportunity to an employee to get licensed as a "Security Officer Instructor". SFM Security and Mr. Sergio Escobar (employed with SFM Security since 1995) are licensed by the State of Florida as a "Florida Guard Training School", and a "Florida Training Facility".

The training program has a strong emphasis on "Customer Service."

Security Training Subjects:
(2-Day Training)

Step 1:
Provide the following training to Security:

- Area Orientation
- Customer Service (Assisting tourists/visitors)
- Understanding local Panhandling & Homeless Ordinances
- Documentation of Safety Hazardous Conditions & Vandalism
- Familiarize with Local Directions
- Dealing with Business Owners (shop lifters)
- Proper Safe Walk Procedures
- Terrorism Trends
- Addressing Illegal vending

Step 2
Threat definition, identification and assessment techniques

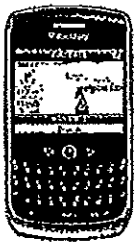
- What is a threat?
- What are potential targets within a facility?
- Discuss criminal intent and physical vulnerabilities
- Changing attitudes and awareness techniques
- What are Anti-theft techniques in the workplace?

Facility Security

- Threat assessment and crisis management
- Access control and perimeter security
- Security checklists

COMMUNICATION & UNIFORM

SFM Security's base office is located at 9700 NW 79th Ave. in Miami-Dade County. This location is owned and operated by SFM Security Services, Inc. This location is equipped with computers, phones, and 2-way radios.



Blackberry phone will provide:

- GPS Tracking System called ActSoft
- Instant Communication with residents & supervisors
- Provides bread crumb trail reports

Computer & Software (Available)

- Customize resident information fields
- Directories for multiple phone numbers
- Visual icons for permanent, temporary, and denied guests

EMPLOYEE UNIFORM & I.D.

Our employee ID's serve 2 purposes:

1. To clearly identify SFM Security officers
2. To track each employee's time as a time card swipe system

Officer Uniforms:

- SFM Security provides uniforms that are easily identifiable & professional.
- The SFM Security logo is stitched on the left shoulder and the American flag is stitched on the right shoulder.
- Two sets are issued to each officer.
- By request, we can provide uniforms tailored to represent the client logo.

CORPORATE SOCIAL RESPONSIBILITY

SFM strongly believes in giving back to the community. Christian Infante, VP of SFM is personally involved in several of the charities listed below.

- ✓ **Jose A. Perez ALS Golf Classic**
  Christian Infante has been on the Golf tournament committee for last 15 years. He has help raised funds for the research of Amyotrophic Lateral Sclerosis also known as ALS, "Lou Gehrig's" disease.

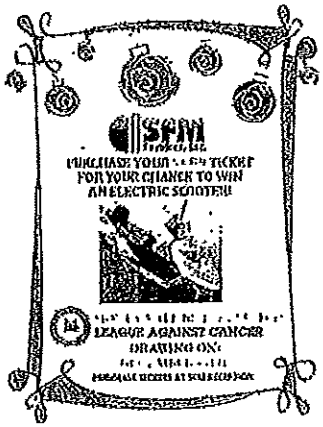
- ✓ **City of Miami Golf Classic**
  Jose Infante is currently on the executive committee for this charity golf tournament. The funds are for programs for persons with disabilities and for the Sandra DeLucca Development Center.

- ✓ **Zoological Society**
  SFM has been a proud sponsor for this non-profit organization for Metrozoo. This charity was founded in 1956.

- ✓ **The Kiwanis of Little Havana**
  SFM is proud to have made charitable contributions to the Kiwanis since 2004.

- ✓ **Tee For Tots**
  This charity is dedicated to raising funds for pediatric cancer research, specifically neuroblastoma, and to assist with support services for pediatric cancer patients.

League Against Cancer



City of Doral
Earth Day Tree Donation

Miami Dade Schools & Miami Dolphins Butterfly Garden

HOMELAND SECURITY TRAINING

Certificate of Training

Presented to

Minerva Troche

for successful completion of the

Department of Homeland Security

Protective Measures Course

November 17 – November 18, 2008

Charles E. Payne

Chief, Office for Bombing Prevention

Certificate of Training

Presented to

Christian Infante

for successful completion of the

Department of Homeland Security

Protective Measures Course

November 17 – November 18, 2008

Charles E. Payne

Chief, Office for Bombing Prevention

SFM Services, Inc. and Subsidiaries and
SFM Security Services, Inc.
Consolidated Combined Financial Statements
December 31, 2013

A. Martinez & Co. Financial Auditors, LLC
CERTIFIED PUBLIC ACCOUNTANTS

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Balance Sheet
As of December 31, 2013

Assets

Current Assets		
Cash	$ 688,691	
Accounts receivables, net of the allowance for doubtful accounts of $100,067	1,738,137	
Due from related parties	695,424	
Costs and estimated earnings in excess of billings on uncompleted contracts	77,453	
Inventory - Supplies	157,927	
Prepaid expenses	50,688	
Other receivables	379,993	
Total Current Assets		$ 3,788,313
Property & Equipment		
Automobiles, trucks and vessel	$ 1,585,195	
Furniture and fixtures	52,784	
Leasehold and building improvements	216,884	
Office equipment	178,098	
Machinery and Equipment	1,557,821	
Software	52,913	
Less Accumulated depreciation & amortization	(2,622,313)	
Net Property & Equipment		1,021,382
Other Assets		$ 116,928
Total Assets		$ 4,926,623

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combined Consolidated Statements of Income
For the year ended December 31, 2013

Revenues		$ 15,370,651
Cost of Sales		11,539,047
Gross Profit		3,831,604
General & Administrative Expenses		2,607,870
Operating Income		1,223,734
Other Income(Expenses)		
Other income	$ 86,189	
Interest income	1,271	
Management fee expnse	(13,001)	
Interest expense	(41,601)	
Total Other Income and Expenses		32,858
Net Income		$ 1,256,592

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Consolidated Statements of Cash Flows
For the year ended December 31, 2013

Operating Activities		
Net Income	$	1,256,592
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and Amortization		153,242
Bad debt		84,285
Increase in accounts receivable		(358,175)
Increase in cost in excess of billings		(21,736)
Increase in due from affiliates		(29,328)
Increase in other receivables		(151,249)
Increase in supplies inventory		(91,637)
Decrease in prepaid expenses		20,531
Decrease in other assets		60,000
Decrease in accounts payable		(159,758)
Net cash provided by operating activities	$	762,767
Investing Activities		
Purchase of property and equipment, net of disposals	$	(445,792)
Net cash used for investing activities	$	(445,792)
Financing Activities		
Repayment of long term debt	$	137,656
Draws from line of credit, net of paydowns		(72,218)
Shareholder distributions		(423,987)
Net cash used for financing activities	$	(358,549)
Net cash from all activities	$	(41,574)
Cash at beginning of year		730,265
Cash at end of year	$	688,691
Supplemental Cash Flow Information		
Cash utilized to pay interest	$	41,601

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

B. Summary of Significant Accounting Policies (Continued)

Revenue and Cost Recognition - *Continued*
The asset, "costs and estimated earnings in excess of billings on uncompleted contracts", represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts", represents billings in excess of revenues recognized.

Advertising Expense
Advertising costs are expensed as incurred. For the year ended December 31, 2013 these costs totaled $17,200.

Depreciation
The Company capitalizes all major assets and depreciates them on the straight-line method over the estimated useful life of the asset.

Contract Receivable
The Company grants credit under standard terms without collateral to its customers, substantially all of whom are local. Generally, the Company accounts for uncollectible accounts using the direct write-off method, during the year; and at year-end the accounts receivable aging is evaluated and a specific allowance to reserve for doubtful accounts is recorded.

As of December 31, 2013, the allowance for doubtful accounts totaled $100,067.

Income Taxes
The Company, with consent of its shareholders, has elected under the Internal Revenue Code to be an S corporation. In lieu of corporation income taxes, the shareholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

C. Line of Credit

The Company has a $750,000 asset based revolving line of credit for cash advances. With a variable interest rate of 3.75% plus prime, 7% at December 31, 2013. As of December 31, 2013, the outstanding balance was $200,120. This line of credit expires on July 13, 2014. The obligations are guaranteed by the shareholders and the assets of the Parent Company.

D. Lease Commitments

Capital Leases
The Companies leases vehicles that were contracted under capital leases in 2009 through 2013, which will expire between 2014 and 2018. The assets and liabilities are recorded at the lower of present value of minimum lease payments or fair value of the assets. The assets are depreciated over their estimated useful lives. Depreciation of the assets under capital lease, are included in depreciation and amortization expense.

Minimum future lease payments under capital lease as of December 31, 2013 are as follows:

2014	$ 130,382
2015	74,228
2016	50,224
2017	30,768
2018	6,223
Thereafter	-
Total Minimum Lease Payments	291,825
Less: amount representing interest	19,091
Present Value of Minimum Lease Payments	$ 272,734

Interest rate on capitalized leases are imputed based on the lower of the Company's borrowing rate at the inception of each lease or the lessor's implicit rate of return.

E. Concentration of Credit Risk

Financial Instruments
The Companies maintain cash balances in various financial institutions, all of which are insured by the Federal Deposit Insurance Corporation up to $250,000 per account. As of December 31, 2013, the uninsured cash amount was $55,953.

Major Customer
Revenues for the year ended December 31, 2013, include services rendered to two major customer(s) that individually accounted for approximately 20.9% and 13.8% of total revenue for the year. As of December 31, 2013, the accounts receivable to these customers were $254,849 and $206,164, respectively.

REPORT ON SUPPLEMENTAL INFORMATION
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
SCHEDULE 1

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Schedule of General and Administrative Expenses
Schedule 1
For the Year Ended December 31, 2013

Advertising	$	17,200
Depreciation		153,242
Bank service charges		23,948
Computer expenses		27,835
Dues and subscriptions		20,431
Delivery and Postage		9,671
Meals and entertainment		70,934
Employee training and related expenses		35,903
Insurance		543,252
Professional fees		81,217
Penalties		9,014
Contributions		27,405
Bad Debt Expense		84,285
Gifts		7,125
Rent		215,757
Office supplies and expense		31,011
Repairs and maintenance		54,854
Salaries and wages		896,559
Payroll taxes and processing fees		163,412
Licenses and Taxes		88,800
Telephone		23,248
Travel		5,261
Utilities		17,506
	$	2,607,870

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

A. Martinez & Co. Financial Auditors, LLC

CERTIFIED PUBLIC ACCOUNTANTS CERTIFIED FORENSIC ACCOUNTANTS
CERTIFIED FAMILY MEDIATORS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION CONSOLIDATING AND COMBINING BALANCE SCHEDULE 2, 3, 4 & 5

Board of Directors of
SFM Services, Inc. and Subsidiaries
Hialeah, Florida

Our report on our audit of the consolidated combined financial statements of SFM Services, Inc. and subsidiaries and SFM Security Services, Inc. for 2013 appears on page 1. That audit was made for the purpose of forming an opinion on the consolidated combined financial statements taken as a whole. The consolidating and combining balance sheets and income statements in the additional schedules (Schedule 2, Schedule 3, Schedule 4 and Schedule 5) have been subjected to the auditing procedures applied in the audit of the consolidated combined financial statement and are presented for purposes of additional analysis of the consolidated combined financial statement rather than to present the financial position, results of operations, and cash flows of the individual companies. However, in our opinion, the consolidating and combining balance sheets and consolidating and combining income statements are fairly stated in all material respects in relation to the consolidated combined financial statements taken as a whole.

A. Martinez & Co.

April 25, 2014

10580 NORTHWEST 27TH STREET • DORAL, FLORIDA 33172
TEL: (305) 559-3000 • FAX: (305) 487-7500

SFM Services, Inc. and Subsidiaries and SFM Security Services, Inc.
Combining Income Statement
Schedule 3
For the Year Ended December 31, 2013

	SFM Services, Inc. and Subsidiaries	SFM Security Services, Inc.	Total	Eliminating Entries	Combined Total
Sales	$ 10,883,986	$ 4,486,665	$ 15,370,651	$ -	$ 15,370,651
Cost of Sales	8,305,453	3,233,594	11,539,047	-	11,539,047
Gross Profit	$ 2,578,533	$ 1,253,071	$ 3,831,604	$ -	$ 3,831,604
General & Administrative Expenses	2,115,487	492,383	2,607,870	-	2,607,870
Operating Income (Loss)	$ 463,046	$ 760,688	$ 1,223,734	$ -	$ 1,223,734
Other Income and (Expenses)					
Other income	$ 86,189	$ -	$ 86,189	$ -	$ 86,189
Management fee income	286,999	-	286,999	(286,999)	-
Interest income	1,271	-	1,271	-	1,271
Bad debt recovery	-	-	-	-	-
Management fee expense	-	(300,000)	(300,000)	286,999	(13,001)
Other expense	-	-	-	-	-
Interest expense	(41,414)	(187)	(41,601)	-	(41,601)
Total Other Income and Expenses	$ 333,045	$ (300,187)	$ 32,858	$ -	$ 32,858
Net Income (Loss)	$ 796,091	$ 460,501	$ 1,256,592	$ -	$ 1,256,592

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

SFM Services, Inc. and Subsidiaries
Consolidating Income Statement
Schedule 5
For the Year Ended December 31, 2013

	SFM Services, Inc.	SFM Janitorial Services, LLC	SFM Landscape Services, LLC	SFM Construction, LLC	Grove Asset, LLC	Total	Eliminating Entries	Consolidated Total
Sales	$ -	$ 7,029,524	$ 3,854,462	$ -	$ -	$ 10,883,986	$ -	$ 10,883,986
Cost of Sales	541,717	5,022,707	2,737,054	-	3,975	8,305,453	-	8,305,453
Gross Profit	$ (541,717)	$ 2,006,817	$ 1,117,408	$ -	$ (3,975)	$ 2,578,533	$ -	$ 2,578,533
General & Administrative Expenses	879,354	630,148	592,906	259	12,820	2,115,487	-	2,115,487
Operating Income (Loss)	$ (1,421,071)	$ 1,376,669	$ 524,502	$ (259)	$ (16,795)	$ 463,046	$ -	$ 463,046
Other Income and (Expenses)								
Other income	$ -	$ 2,000	$ 84,189	$ -	$ -	$ 86,189	$ -	$ 86,189
Management fee income	$ 1,421,286	-	-	-	-	1,421,286	(1,134,287)	286,999
Interest income	1,271	-	-	-	-	1,271	-	1,271
Bad debt recovery	-	-	-	-	-	-	-	-
Management fee expense	-	(710,894)	(423,393)	-	-	(1,134,287)	1,134,287	-
Other expense	-	-	-	-	-	-	-	-
Interest expense	-	(20,776)	(18,468)	-	(2,170)	(41,414)	-	(41,414)
Total Other Income and Expenses	$ 1,422,557	$ (729,670)	$ (357,672)	$ -	$ (2,170)	$ 333,045	$ -	$ 333,045
Net Income (Loss)	$ 1,486	$ 646,999	$ 166,830	$ (259)	$ (18,965)	$ 796,091	$ -	$ 796,091

Read Independent Auditors' Report
Read Accompanying Notes to the Financial Statements

Wednesday, August 13, 2014

Kristy Bada
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Fl 33157
305-259-1234

Dear Ms. Bada,

In regards to Section 5.00.1 Proposal Format & Tab 5 Litigation History & Criminal Convictions in the Security Guard Services Request for Proposals 1314-12-003; SFM Security Services, Inc. does not have any litigation or arbitration and/or a summary of any criminal arrests and/or convictions.

Should you require additional information, does not hesitate to contact me.

Respectfully,

Christian Infante
Vice President

9700 N.W. 79th Avenue Miami, Florida 33016

Office: 305.818.2424 * Toll Free 1.866.253.2643 * Fax: 305.818.2428 * www.sfmservices.com

SECTION 8.0: Required Proposal Submission Forms

PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS: Please complete this questionnaire in its entirety. Indicate N/A for any section that does not apply and provide a brief explanation for your answer.

Failure to respond to each question may disqualify the Proposer. This attachment must be included as part of your proposal.

1. Full Name of Business Concern (Contractor/Proposer):
   SFM Security Services, Inc.

   Principal Business Address:
   9700 NW 79th Ave.
   Hialeah Gardens FL 33016.

2. Principal Contact Person(s):
   Christian Infante.

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
   Corporation.

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor/Proposer. Provide proof of the ability of the individuals so named to legally bind the Contractor/Proposer.

Name	Address	Title
Christian Infante.	9700 NW 79th Ave Hialeah Gardens FL 33016	Vice President
Jose Infante	9700 NW 79th Ave Hialeah Gardens FL 33016	President.

   See enclosed articles of Incorporation

   If a corporation, in what state incorporated: FL.

   Date Incorporated: 10/30/92.
   Month Day Year

   If a Joint Venture or Partnership, date of Agreement: NA.

Please provide the information requested below from three (3) firms to which your firm has provided similar services for the past three (3) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: RFP 1314-12-003
Security Guard Services

Name of Proposer: SFM Security

To Whom It May Concern,
The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Proposer has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Security Work

Initial Value of Contract: 100K Final Value of Contract: Approx 100K

Was the work performed timely: ✓ Yes ___ No
Was the work performed to acceptable quality standards: ___ Yes ✓ No
Would you enter into a contract with the vendor in the future? ___ Yes ___ No
Was the vendor responsive to your request and keep you fully informed of the work and issues related to the work? ___ Yes ___ No
Total number of change orders: 0 Were any vendor driven: ___
Number of RFI's submitted by the vendor: N/A
If you responded no to any of the above please provide details:

Comments:

I strongly recommend SFM
Their guards are trained + courteous

Name of Public Entity/Company: Grove Harbour Marina
Name of Individual completing this form: Alan Lima
Signature: [signature] Title: Owner
Telephone: 305-216-0112 Email: ___

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or KBada@palmettobay-fl.gov.

Sincerely,
Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157 • Phone (305)259-1234

PRICE PROPOSAL FORM

I. Uniformed, Unarmed Security Guard Hourly Rate $ 18.50

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the Village of Palmetto bay.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.

3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

Authorized Signature	Christian Infante.
	Printed Name & Title
SFM Security Services, Inc.	7/2/2014.
Firm's Name	Date

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this agreement. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the agreement.

Signature of Official: _____

Name (typed): Christian Infante.

Title: Vice President.

Vendor: SFM Security Services, Inc.

Date: 7/2/2014.

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade.

On this 2nd day of July, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Erika G. Borrego
COMMISSION # EE 210414
EXPIRES: JUN. 24, 2016
www.AaronNotary.com

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Erika G Borrego

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

NA.

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): Christian Infante.

Title: Vice President.

Vendor: SFM Security Services Inc.

Date: 7/2/2014.

CONTINUED ON FOLLOWING PAGE

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Chrstian Infante. / Vice President.

(print individual's name and title)

for: SFM Security Services, Inc.

(print name of entity submitting sworn statement)

whose business address is: 9700 NW 79th Ave. Hialeah Gardens FL 33016.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0405101

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: - N/A- .)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes;
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): Christian Infante.

Title: Vice President.

Vendor: SFM Security Services, Inc.

Date: 7/2/2014.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Christian Infante. being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

65-0405101

Federal Employer Identification Number (If none, Social Security Number)

SFM Security Services, Inc.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

9700 NW 79th Ave Hialeah Gardens Fl 33016.

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the agreement or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Jose Infante	President 9700 NW 79th Ave. Hialeah Gardens Fl 33016	51. %
Christian Infante	VP 9700 NW 79th Ave Hialeah Gardens Fl 33016	49 %
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the agreement or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We STM Security Services, Inc. (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay Security Guard Services, RFP# 1314-12-003, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A. (SubVendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Christian Infante

Title: Vice President.

Vendor: STM Security Services, Inc.

Date: 7/2/14.

Attest: _____

Print Name: Jinsi Castillo

Attest: _____

Print Name: America Nunez.

N/A.
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
SFM Security Services, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
9700 NW 79th Ave.

Requester's name and address (optional)

City, state, and ZIP code
Hialeah Gardens, FL 33016

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
65-0405101.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ 7/2/14.

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

INFANTE, JOSE MJR
9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Title VP

INFANTE, CHRISTIAN H
9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

Annual Reports

Report Year	Filed Date
2012	01/26/2012
2013	02/21/2013
2014	02/17/2014

Document Images

02/17/2014 -- ANNUAL REPORT	View image in PDF format
02/21/2013 -- ANNUAL REPORT	View image in PDF format
10/15/2012 -- Name Change	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
04/15/2010 -- ANNUAL REPORT	View image in PDF format
09/21/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2009 -- ANNUAL REPORT	View image in PDF format
01/29/2008 -- ANNUAL REPORT	View image in PDF format
01/29/2007 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/01/2004 -- ANNUAL REPORT	View image in PDF format
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07/31/2001 -- ANNUAL REPORT	View image in PDF format
06/08/2000 -- ANNUAL REPORT	View image in PDF format
04/20/1999 -- ANNUAL REPORT	View image in PDF format
05/21/1998 -- ANNUAL REPORT	View image in PDF format
02/05/1997 -- ANNUAL REPORT	

ADDENDUM NO. 1

Date: July 1st, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-12-003
Security Guard Services

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated Monday, June 23rd, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Ms. Erika Borrego from SFM Services, Inc. submitted the following questions via email:

1. **Question:** Who is currently providing services and what is their hourly rate?

   Response: The current service provider of Security Guard Services for the Village of Palmetto Bay is Platinum Security Group at an hourly rate of $16.50..

2. **Question:** How many hours per year do you expect to use?

   Response: There is no estimation of expected hours per year. This contract shall be based on events scheduled.

3. **Question:** How many hours is a typical event?

   Response: A typical event is about 5 hours, however this does not guarantee any hours of services required.

4. **Question:** Please provide a list of previous year's events needing security?

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 1314-12-003

Title: Security Guard Services

Name of Proposer: SFM Security Services, Inc.

Date Addendum Received: 7/1/14.

Total Pages of Addendum including Acknowledgement: 3

Print Name: Christian Infante.

Signature:

The addendum must be submitted along with the remainder of the bid package.

Bid submittals without the addendum will be considered unresponsive.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

3. **Question:** If one has workers comp exemption due to the low number of employees but still have enough for coverage on your requirements, due we still need the workers comp?

   Response: Section 3.0 Terms and Conditions § 3.16 Insurance states the following, "Workers Compensation - Statutory Limits." Therefore proposers must comply with the statutory requirements for Workers Compensation.

4. **Question:** Are all licenses required at time of proposal submittal?

   Response: As per SECTION 3.0: Terms and Conditions for Receipt of Proposals § 3.00 Requirement to Meet All Provisions, "each individual or Vendor submitting a proposal (Vendor) shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications."

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.

Kristy Bada, Procurement Specialist
Village of Palmetto Bay

Adam H. Putnam
Commissioner

Florida Department of Agriculture and Consumer Services

Public Access System

SFM SECURITY SERVICES, INC.

License Number	Expires	Status
B 9900133	12/23/2014	RENEWAL NOTICE SENT

Physical Address

9700 N.W. 79TH AVENUE
HIALEAH FL 33016
(305) 818-1617

Mailing Address

9700 N.W. 79TH AVENUE
HIALEAH FL 33016

Principals

INFANTE, JOSE M
PRESIDENT

INFANTE, JOSE M
SECRETARY

INFANTE, CHRISTIAN H
OTHER

Companion License

None

New Search

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Florida Capitol - Tallahassee, Florida 32399-0800
Questions? 1-800-HELP-FLA (1-800-435-7352) - [Mon. - Fri. 8am - 5pm EST] | LIVE CHAT

Adam H. Putnam
Commissioner

Public Access System

INFANTE, JOSE M

License Number	Expires	Status
D 9501679	01/24/2015	LICENSE ISSUED

Restricted

The home address and telephone number for this individual is restricted from
the disclosure provisions of Florida's records law in accordance with
Section 119.071(4)(d) F.S.

Companion License

MB9700006
B 9900133

New Search

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Questions? 1-800-HELP-FLA (1-800-435-7352) - [Mon. - Fri. 8am - 5pm EST] | LIVE CHAT

Florida Department of Agriculture and Consumer Services

Adam H. Putnam
Commissioner

Public Access System

INFANTE, JOSE M

License Number	Expires	Status
MB9700006	04/15/2015	LICENSE ISSUED

Restricted

The home address and telephone number for this individual is restricted from
the disclosure provisions of Florida's records law in accordance with
Section 119.071(4)(d) F.S.

Companion License

D 9501679
B 9900133

New Search

©2013 Florida Department of Agriculture and Consumer Services
Florida Capitol - Tallahassee, Florida 32399-0800
Questions? 1-800-HELP-FLA (1-800-435-7352) - [Mon. - Fri. 8am - 5pm EST] | LIVE CHAT

2:38:03 PM 7/24/2014

Licensee Details

Licensee Information

Name:	**SFM SECURITY SERVICES INC. (Primary Name)**
	(DBA Name)
Main Address:	**9700 N.W. 79 AVE** **MIAMI Florida 33016**
County:	**DADE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Pari-Mutuel Wagering Business Occupational**
Rank:	**PM Business**
License Number:	**PBU3918409**
Status:	**Current**
Licensure Date:	**09/03/2010**
Expires:	**06/30/2016**

Special Qualifications	Qualification Effective
3 Year License	**09/03/2010**

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

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Tax Collector Home | Search | Reports | Shopping Cart

2014 1st Quarter Tax Bills are Payable on June 1, 2014.

When entering your name and address on the payment form, please do not enter any special characters such as #, or &.

The information contained herein does not constitute a title search. The information provided on the website reflects the current owner of record.

2015 Details — Business Tax Account SFM SECURITY SERVICE INC

Business Tax Account #3042579 | Account details | Account history

2015	2014	2013	2012	2011	2010
$225.00 due	Paid	Paid	Paid	Paid	Paid

Account number: 3042579
Business start date: 11/01/1993
Business address: SFM SECURITY SERVICE INC
9700 NW 79 AVE
HIALEAH GARDENS, FL 33016
Physical business location: HIALEAH GARDENS

Owner(s): SFM SECURITY SERVICE INC
C/O JOSE INFANTE PRES
9700 NW 79 AVE
HIALEAH GARDENS, FL 33016
Mailing address: SFM SECURITY SERVICE INC
C/O JOSE INFANTE PRES
9700 NW 79 AVE
HIALEAH GARDENS, FL 33016

Print account application (PDF)

Receipts And Occupations

Receipt 3179959 | Pay all: $225.00

Service business/multiple service business or Passenger transportation services GUARD PATROL AGENCY	10/01/2014–09/30/2015	NAICS code: 561612 Units: 50	Pay this bill: $225.00	Print this bill

Additional documentation required: B9900133 State License or Certificate

SECTION 10.0: Exhibits

Exhibit A
VILLAGE OF PALMETTO BAY
SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and SFM Security Services Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on June 23rd, 2014, and

WHEREAS, Vendor submitted a Proposal dated July 23rd, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on September 8th, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Scope of Work and Proposal Documents prepared by the Village for Security Guard Services Vendor, RFP No. 1314-12-003 (Exhibit 1).

(ii) Vendor's Proposal for the Village of Palmetto Bay in response to Exhibit 1 and dated July 23rd, 2014. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Vendor shall furnish all of the materials, software programs, supplies and labor necessary to perform the Services.

B. Vendor agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1st each year. The Village Manager may extend this time in circumstances which are beyond the Vendor's control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Vendor if the Village's benefits plan year changes.

Article 3 Qualifications

A. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1. Vendor assumes professional and technical responsibility for the performance of its services to be provided under this Agreement in accordance with recognized professional standards of good consulting and management practices.

B. Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Vendor for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2.

B. For payment purposes, the Vendor shall perform the work specified in the Documents and the Vendor shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Vendor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Human Resources Department, 9705 E Hibiscus Stret, Palmetto Bay, FL 33157.

Article 7 Termination

A. **Termination/Cancellation of Agreement without Cause**
Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, except that if the Vendor desires to terminate the Agreement within

three months prior to the open enrollment period, ninety (90) days prior written notification shall be required from the Vendor to the Village. Termination or cancellation of the agreement will not relieve the Vendor of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post agreement audit of money due on Vendor's performance). Termination or cancellation of the agreement will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the agreement.

B. **Termination Because of Default**
Without waiving the right to terminate without cause on as provided in Section A above, a party may issue a written notice to the other claiming that the other party is in breach of agreement and giving the other party ten (10) calendar days to cure the default. If the alleged breach of agreement is not cured, then the party serving the notice may terminate the Agreement and be excused from further performance following termination. However, termination of the Agreement will not relieve the Vendor of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement.)

Article 8 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Agreement. Additionally, the Vendor agrees that in the event this Agreement is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 9 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a three (3) year period, with an extension option for two (2) additional one (1) year periods, or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the initial three (3) year period is at the discretion of the Village, and not a right of the Vendor. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, it shall be only for the Services (as defined within) agreed to in this Agreement.

Article 10 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under

this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 11 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 12 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 13 Insurance

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Agreement until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this agreement.

Article 14 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 15 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 16 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 17 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 18 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

For VILLAGE:
Village of Palmetto Bay
Ron E. Williams, Village Manager
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: rwilliams@palmettobay-fl.gov

Copy to:
Village of Palmetto Bay
Fanny Carmona, Parks and Recreation Director
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: fcarmona@palmettobay-fl.gov

For CONTRACTOR:

SFM Security Services, Inc.
Christian Infante, Vice President
9700 NW 79TH Avenue
Miami, FL 33016

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 19 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 20 Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Agreement shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Vendor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 21 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 22 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not

suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 23 Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 30 Jurisdiction And Venue

For the purposes of this agreement, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

Article 31 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 32 Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 33 Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 34 Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 35 Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 36 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 37 Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 38 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the agreement, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 39 Warranty Of Authority

The signatories to this agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

Article 40 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Ron E. Williams
Print Name

Village Manager
Title

ATTEST

_____
Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

_____
Dexter Lehtinen
Village Attorney

VENDOR

SFM Security Services, Inc.

ADDRESS
9700 NW 79TH Avenue
Miami, FL 33016

BY _____

Christian Infante
Print Name

Vice President
Title

_____
Witness

_____
Print Name

ITEM 6D

To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: Purchase of Vehicle for Parks and Recreation Department

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF A VEHICLE FOR THE PARKS & RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF ONE (1) 2014 FORD F-150 ½ TON PICK-UP TRUCK FROM DON REID FORD, INC., IN AN AMOUNT NOT TO EXCEED $18,541.00 AND PURSUANT TO THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. 13-21-0904; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Department of Parks and Recreation's responsibilities and staffing levels has grown to the point that the ratio of employees per vehicle (pick-up truck) is now eight to one (8:1), making it increasingly difficult in the performance of daily operational tasks. The number of facilities under the jurisdiction of the Department of Parks and Recreation has expanded from what was once two (2) major facilities and a passive of park, to what now may be considered as five (5) major recreational facilities in which management and maintenance responsibilities are significant. In order to continue a high level of operational productivity and service, there is a need to add one (1) additional vehicle.

The Village's Parks and Recreation Department desires to purchase one (1) 2014 Ford F-150 ½ ton, pick-up truck, specifications #41, from Don Reid Ford, Inc., pursuant to Florida Sheriffs Association Contract No. 13-21-0904; at a purchase price not to exceed $18,541. The cost of the vehicle also includes the basic warranties: 3 year/36,000 miles warranty, drivetrain 5 year/60,000 miles and roadside 5 year/60,000 miles. It is recommended that the Village of Palmetto Bay purchase this vehicle in order to continue the high level of operational productivity and service in carrying out day to day responsibilities of the Department of Parks & Recreation.

FISCAL/BUDGETARY IMPACT:

This item is funded under "General Fund-Capital" in the amount of $18,541 in Fiscal Year 2013-2014.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF A VEHICLE FOR THE PARKS & RECREATION DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF ONE (1) 2014 FORD F-150 ½ TON PICK-UP TRUCK FROM DON REID FORD, INC., IN AN AMOUNT NOT TO EXCEED $18,541.00 AND PURSUANT TO THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. 13-21-0904; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Parks and Recreation's responsibilities and staffing levels has grown to the point that the ratio of employees per vehicle (pick-up truck) is now eight to one (8:1); making it increasingly difficult in the performance of daily operational tasks; and

WHEREAS, the number of facilities under the jurisdiction of the Department of Parks and Recreation has expanded from what was once two (2) major facilities and a passive of park, to what now may be considered as five (5) major recreational facilities in which management and maintenance responsibilities are significant; and

WHEREAS, in order to continue a high level of operational productivity and service, there is a need to add one (1) additional vehicle; and

WHEREAS, the adopted FY 2013-2014 budget included authorization for the purchase of a new vehicle for Parks; and

WHEREAS, the Village's Parks Department desires to purchase one (1) 2014 Ford F-150 ½ ton pick-up truck, specification #41, from Don Reid Ford, Inc. pursuant to Florida Sheriffs Association Contract No. 12-21-0904; in an amount not to exceed $18,541.00; and

WHEREAS, the cost of the vehicle also includes the basic warranties: 3 year/36,000 miles warranty, drivetrain 5 year/60,000 miles and roadside 5 year/60,000 miles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to issue a purchase order for the purchase of one (1) 2014 Ford F-150, as specified, from Don Reid Ford, Inc., in an amount not to exceed $18,541.00 and pursuant to Florida Sheriffs Association Contract No. 13-21-0904.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of September, 2014.

Attest: _____

Meighan J. Alexander
Village Clerk

_____

Shelley Stanczyk
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

PROPOSAL

NAME: VILLAGE OF PALMETTO BAY	DATE:
EMAIL: LEJEDA@PALMETTOBAY-FL.GOV	ATTN: LUIS

2014 FORD F-150 2WD REG CAB 126" XL (F1C)		$14,990.00
5.0L V-8 FFV ENGINE (99F)		$ 999.00
AUTOMATIC OVERDRIVE TRANSMISSION		
AIR CONDITIONING		
AM/FM STEREO		
40/20/40 VINYL SEATS		
P235 BSW A/T TIRES		
3.31 REG AXLE		
6650 GVWR		
TRAILER TOW PACKAGE (535)		$ 374.00
SPRAY IN BEDLINER (96W)		$ 474.00
POWER WINDOWS & LOCKS (85A)		$ 949.00
POWER BLACK MIRROR		
BACKUP ALARM		$ 125.00
(4) CORNER LED'S		$ 595.00
TEMP TAG		$ 35.00
	TOTAL	$18,541.00

COLOR: BLUE JEAN
PER FSA CONTRACT# 13-21-0904
SPEC# 41
DELIVERY 75 – 90 DAYS ARO

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO#_____

ACCEPTED:_____

Respectfully submitted
DON REID FORD, INC.

BY:_____
FLEET MANAGER

State of Florida
Contractor Information Worksheet

Solicitation Number: ITB No. 10-071-000-C, Motor Vehicles	
Please ensure the Ordering Instructions information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal. DO NOT CHANGE THE FORMAT OF THIS FORM!	
RESPONDENT NAME:	Don Reid Ford Inc
RESPONDENT FEID NO.:	59-1089464
MFMP / SPURS VENDOR NO.:	
STREET ADDRESS:	1875 S Orlando Ave
CITY, STATE and ZIP:	Maitland, Fla 32751
INTERNET ADDRESS:	www.donreidford.com
TELEPHONE NO.:	407-644-8111 ext 293/302
TOLL-FREE NO.:	1-800-432-8403
FAX NO.:	407-647-4779
	Person Responsible For Administering The Contract
NAME:	Eric Jore
TITLE:	Fleet Manager
	1875 S Orlando Ave
CITY, STATE and ZIP:	Maitland, Fla 32751
E-MAIL ADDRESS:	ejore@aol.com
TELEPHONE NO.:	407-644-8111
TOLL-FREE NO.:	1-800-432-8403
CELL PHONE NO.:	
FAX NO.:	407-647-4779
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and e-mail address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	Don Reid Ford
REMIT-TO STREET ADDRESS:	1875 S Orlando Ave
REMIT-TO CITY, STATE and ZIP CODE:	Maitland, Fla 32751
REMIT-TO EMAIL and/or INTERNET ADDRESS:	ejore@aol.com
PLEASE DUPLICATE FOR EACH BID SUBMITTED IF APPLICABLE.	

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

1/2 TON PICKUP TRUCK - 4X2 SPECIFICATION #41

2014 Ford F-150 (F1C)

The Ford F-150 (F1C) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

Order Code	Delete Options	Western	Northern & Central & Southern
	AM/FM stereo radio	NA	NA
	Air conditioning	NA	NA
	Full size spare tire and rim	NA	NA

Order Code	Add Options	Western	Northern & Central & Southern
	Please refer to Part E - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.		
99F [1] 99F [2]	Engine upgrade - specify *5.0L V8 FFV* [1] *5.0 V-8* [2]	$999.00[1]	$999.00[2]
99T [1] 99T [2]	Engine upgrade - specify *3.5L V6 EcoBoost® (NA w/Regular Cab 126" WB)* [1] *3.5 ECO BOOST V-6 N/A SHORT WHEEL BASE REG CAB* [2]	$2,094.00[1]	$2,094.00[2]
68G.CNG [1]	Bi-fuel model - specify *Requires 3.7L v6 engine. • 3.7L Ti-VCT 4-Valve V6 Engine.• Meets EPA Certification Standards.• Bi-Fuel and Dedicated CNG Systems Available. • Standard 8.9 GGE, 15.7 GGE (add $2000) and 21.2 GGE (add $2500).• CNG Fuel Economy Equivalent to that of Gasoline. • Original Ford Warranty Remains Intact.Bi-Fuel Option Runs on CNG or Gasoline, Switch Between Fuels at Any Time.• Dedicated Option runs on CNG only.• Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment.• Equipped with Ford On-Board Computer Control System. • Proprietary Fuel Delivery System.• Maintains OBD-II Functionality.• Comes with Standard Metal CNG Tank Cover or Optional Diamond Plate Tool Box Cover.* [1]	$8,000.00[1]	NA
68G [1]	CNG model - specify *Requires 3.7L v6 engine* [1]	$314.00[1]	NA
68G.CNG [1]	CNG conversion (discuss with dealer) *• 3.7L Ti-VCT 4-Valve V6 Engine.• Meets EPA Certification Standards.• Bi-Fuel and Dedicated CNG Systems Available. • Standard 8.9 GGE, 15.7 GGE (add $2000) and 21.2 GGE (add $2500).• CNG Fuel Economy Equivalent to that of Gasoline. • Original Ford Warranty Remains Intact.Bi-Fuel Option Runs on CNG or Gasoline, Switch Between Fuels at Any Time.• Dedicated Option runs on CNG only.• Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment.• Equipped with Ford On-Board Computer Control System. • Proprietary Fuel Delivery System.• Maintains OBD-II Functionality.• Comes with Standard Metal CNG Tank Cover or Optional Diamond Plate Tool Box Cover.* [1]	$8,000.00[1]	NA
68G [1]	LPG conversion (discuss with dealer) *Requires 3.7L v6 engine* [1]	$314.00[1]	NA
	Battery, 650 cca or greater *Battery – Maintenance-Free 78-AH (750CCA)* [1]	Std[1]	NA
	Dual batteries	NA	NA

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

627 [1] 627 [2]	7,700 lbs. GVWR *HEAVY-DUTY PAYLOAD PACKAGE (627) Usage: Increases GVWR to 8200 lbs. for improved payload and towing • Requires: • Long Bed, 5.0L V8 Engine (99F) or 3.5L V6 EcoBoost® Engine (99T) • Trailer Tow Package (535) required when ordered w/5.0L Engine • Max Trailer Tow Package required when ordered w/3.5L EcoBoost® Engine — XL: Max Trailer Tow Package (60M) — XL/XLT: Max Trailer Tow Package (60P) Includes: • 3.73 limited-slip axle • 9.75" gear set • Heavy-Duty shock absorbers • LT245/75R17E BSW All-Terrain Tire(s) (A/T) (T7E) • Upgraded springs, radiator and auxiliary transmission oil cooler • XL: High capacity 17" 7-lug steel wheels (64K) • XLT: ADD $190 High capacity 17" 7-lug Aluminum wheels (64W)* [1]	$1,499.00[1]	$3,174.00[2]
67T [1] 67T [2]	Electric brake controller *Trailer Brake Controller (req. 535 Trailer Tow Pkg. or included w/ Max Trailer Tow Pkg.; XL with both Trailer Brake Controller and 86D XL Décor Group requires 595 Fog Lamps)* [1]	$229.00[1]	$229.00[2]
	Traction control *AdvanceTrac® w/RSC® (Roll Stability ControlTM)* [1]	Std[1]	NC
XB6,XH9 [1] XL3 [2]	Limited slip differential *With 99t and 99f use xh9 code 3.55 at $349. Included with 627. Add $70 for electronic locking differential where axle is required* [1]	$399.00[1]	$419.00[2]
F1C,300A [1] XLT [2]	Manufacturer's model upgrade package (specify pkg. bid) *Autolamp – Auto On/Off Headlamps •Bumpers Front and Rear Step – Chrome •Fog Lamps •Grille – Chrome "Bar Style" Insert w/Chrome Surround •Headlamps – Halogen Keyless-Entry KeypadINTERIOR/COMFORT •Color-Coordinated Carpet and Floor Mats •Compass• Overhead Console •Powerpoint •Rear-window w/Fixed Privacy Glass •Cloth40/20/40•SYNC® Voice-Activated Communications and Entertainment Sys INTERIOR/COMFORT-Power Windows AM/FM Stereo/Single-CD Player w/Clock, Audio Input Jack, Cruise Control, Customer Information Display,Delayed Accessory Power, MyKey®,Illuminated Entry,Perimeter Alarm, PowerLocks w/kelyess-entry,Power Mirrors* [1]	$5,300.00[1]	$5,299.00[2]
CS [1] CS [2]	Seat trim upgrade - specify *CLOTH 40/20/40. Included in Model upgrade* [1] *CLOTH TRIM* [2]	NC[1]	NC[2]
85A [1] 85A [2]	Power windows/door locks *• Included on XL Mid • Opt. on XL Base, Includes: • Autolamp (XLT, FX and Lariat only) • Black power mirrors (XL,STX and XLT) • Illuminated entry • Perimeter alarm • Power locks w/Integrated Key Transmitter kelyess-entry (includes Autolock) • Power windows* [1]	$949.00[1]	$949.00[2]
50S [1] 50S [2]	Speed control *Cruise Control (included in model upgrade, 61X XL Plus Pkg.)* [1]	$224.00[1]	$224.00[2]
TILT [1]	Tilt steering wheel	Std[1]	NC
DOME [1]	Passenger dome lamp	Std[1]	NA
	Bucket seats in lieu of bench seat	NA	NA
168 [1] 168 [2]	Carpet in lieu of rubber floor covering *Color-coordinated Carpet w/Carpeted Floor Mats* [1]	$144.00[1]	$144.00[2]
47R [1] 168 [2]	Floor mats *All-Weather Rubber Floor Mat (req. Carpet, NA w/vinyl (16G)) Carpet with 168 or model upgrade. Dealer Floor mats $135* [1]	$94.00[1]	$144.00[2]
DT [1] 924 [2]	Deep tinted glass *Rear Privacy Glass (924) included at no charge with (433). Option is for Window Film side and rear* [1] *REAR WINDOW ONLY* [2]	$155.00[1]	NC[2]
433 [1] 433 [2]	Sliding rear window *Includes privacy tint* [1]	$224.00[1]	$224.00[2]
58B [1] 58B [2]	AM/FM radio with single CD *AM/FM Stereo/Single-CD Player w/Clock (incl. in model upgrade, 61X XL Plus Pkg.)* [1]	$289.00[1]	$289.00[2]

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

ONSTAR [1]	On-Star	NA[1]	NA
91S [1] 91S [2]	Satellite radio *Req. model upgrade* [1]	$194.00[1]	$5,494.00[2]
3K [1] 3K [2]	Third key *With 85a or Model upgrade package use $240* [1]	$126.00[1]	$225.00[2]
AIRBAG [1]	Side air bags *Airbags — Safety Canopy® Side-Curtain Airbags — Dual Stage Front-Seat-Mounted Side Airbags* [1]	Std[1]	NC
L404 56 [1] 145 [2]	Long bed in lieu of short bed	$299.00[1]	$299.00[2]
LSL [1] DLR [2]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *For Remote Go Light add $595* [1]	$495.00[1]	$495.00[2]
2SL [1] DLR [2]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	$796.00[1]	$598.00[2]
VV [1] D;R [2]	Vent visors - stick-on style	$130.00[1]	$225.00[2]
RS [1] DLR [2]	Rainshields - flange style	$130.00[1]	$225.00[2]
96h [1] DLR [2]	Bug shield	$149.00[1]	$395.00[2]
54T [1] 54T [2]	Trailer tow mirrors *Side Mirrors Manual Telescoping Trailer Tow w/Manual Glass (NA w/85A Power Equipment Group) Reg and Supercab only. Included with 60m, 60p. 54P Trailer tow mirrors are $234 and required with 85a or model upgrade package* [1]	$139.00[1]	$139.00[2]
WGG [1] WGG [2]	Wrap-around grille guard	$1,296.00[1]	$1,695.00[2]
TBX [1] DLR [2]	Aluminum tool box *Single Lid Locking* [1]	$385.00[1]	$495.00[2]
96p [1] 96P [2]	Bedliner *Bed Mat use $149* [1] *DEALER INSTALL 300.00* [2]	$349.00[1]	$349.00[2]
96w [1] 96W [2]	Spray-on bedliner (Rhino, Line-X or approved equivalent) *For HD Linex Spray use $550* [1] *DEALER INSTALL 425.00* [2]	$474.00[1]	$474.00[2]
TOWHOOK [1]	Tow hooks	NA[1]	NA
535 HD [1] 535 [2]	Class IV hitch and ball *Class IV hitch and ball TRAILER TOW PACKAGE (535 HD) Usage: Required for towing over 5,000 lbs. Availability: Included on XL Mid, STX Mid, XLT Mid, and XLT Luxury • Optional on XL Base, STX Base and XLT Base •Standard on FX, Lariat, King Ranch®, Platinum, Limited and SVT Raptor Includes: •7-pin wiring harness •Auxiliary transmission oil cooler •Class IV trailer hitch receiver •Select Shift Transmission •Upgraded radiator and ball mount, ball, pin and clip* [1]	$525.00[1]	$450.00[2]
8kw [1] DLR [2]	8,000 lb. winch with remote *Requires WGG* [1]	$1,200.00[1]	$1,695.00[2]

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

535 [1] 535 [2]	Heavy duty towing package up to 5,000 lbs. with appropriate hitch *Includes: • 7-pin wiring harness • Auxiliary transmission oil cooler • Class IV trailer hitch receiver • SelectShift® Transmission • Upgraded radiator* [1]	$374.00[1]	$374.00[2]
60M [1] 535/99F [2]	Heavy duty towing package up to 7,200 lbs. with appropriate hitch *For Under 7200 see above option. This option is for the MAX TRAILER TOW PACKAGE -- MANUAL MIRROR (60M) Availability: • Opt. on XL Base Regular Cab Not available with: • 126" wheelbase • Max Trailer Tow Package (60P) add $90 • Power Equipment Group (85A) Requires: • 3.5L EcoBoost® Engine (99T) • 3.73 limited-slip axle • Heavy-Duty Payload Pkg. (627) Includes: • 7-pin wiring harness • Auxiliary transmission oil cooler • Class IV trailer hitch receiver • SelectShift® Transmission • Side mirrors, black manual telescoping, manual-folding trailer tow w/manual glass • Trailer Brake Controller • Upgraded radiator • Upgraded rear bumper* [1]	$844.00[1]	$1,374.00[2]
FTC [1] DLR [2]	Fiberglass tonneau cover (painted to match) *For Roll n Lock, or RETRAX bed cover option, use $1396* [1]	$1,495.00[1]	$1,695.00[2]
FCHT [1] DLR [2]	Fiberglass cab high topper with front, side and rear windows (painted to match)	$1,696.00[1]	$1,995.00[2]
942 [1] 942 [2]	Daytime running lights	$44.00[1]	$44.00[2]
	Immobilize daytime running lights	Std	NA
N2 [1] DLR [2]	Nitrogen filled tires including spare tire	$196.00[1]	$200.00[2]
SPARE [1]	Full size spare tire and rim	Std[1]	Std
55M [1]	Midbox body option *Midbox prep package, requires L404 56 long bed (55m, d9e, 31t) Call dealer for options* [1]	NC[1]	NA
DLR [2]	Steel truck cap	NA	$3,995.00[2]
CS [1] DLR [2]	Cab shield headache rack (protects back of cab)	$496.00[1]	$1,595.00[2]
PRPU [1] DLR [2]	Pipe rack w/expanded metal basket over cab (for pickup bed)	$1,496.00[1]	$1,995.00[2]
DLR [2]	Pipe rack w/expended metal basket over cab (for utility body)	NA	NA[2]
SLR [1] DLR [2]	Single ladder rack side mounted (specify street or curbside)	$646.00[1]	$1,895.00[2]
153 [1] 153 [2]	Front license bracket *Front License Plate Bracket (on upgrade pkg deletes standard Lower Front Grille on 3.7L and 5.0L engines)* [1]	NC[1]	NC[2]
85H [1]	Backup alarm, factory installed	$99.00[1]	NA
BUA [1] DLR [2]	Backup alarm, dealer installed	$130.00[1]	$125.00[2]
76C [1] 76C [2]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed *Rear View Camera (req. 85A Power Equipment Group; XL Base 100A also req. AM/FM Stereo/Single-CD Player w/Clock (58B) as a standalone option or as package content with XL Plus Package (61X); includes compass display* [1]	$449.00[1]	$1,689.00[2]
BUC [1] BUC [2]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$695.00[1]	$795.00[2]

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

RPO [1]	Optional equipment - specify *Any Factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule included with bid solicitation documents. Consult dealer or fleet.ford.com for itemization* [1]	$1.00[1]	
66C.61X [1]	Optional equipment - specify *Communications package (66c) and XL Plus Package (required)Includes: • AM/FM Stereo/Single-CD Player w/Clock and auxiliary audio input jack (includes speed-compensated volume control and customer information display) • Cruise Control • MyKey® owner controls feature* [1]	$869.00[1]	
SAFET [1]	Optional equipment - specify *Fire Extinguisher, safety warning LED's, first aid kit* [1]	$595.00[1]	
LTS [1]	Optional equipment - specify *Havis Laptop Stand with Universal Locking tray, floor mount and mounting kit. Base Inverter add $436* [1]	$695.00[1]	
WLB AMBER [1]	Optional equipment - specify *Whelen Amber Single Tier Lightbar with Switch. For Amber Corner Vertex add $525* [1]	$1,715.00[1]	
Labor [1] DLR [2]	Labor rate per hour *Includes RVT certified installation and QVM compliance. Supplies, wiring harness and connectors included* [1]	$115.00[1]	$75.00[2]
TEMP [1] DLR [2]	Temporary tag	$6.00[1]	$35.00[2]
TX [1] DLR [2]	Transfer existing registration (must provide tag number)	$90.00[1]	$100.00[2]
TAG [1] DLR [2]	New state tag (specify state, county, city, sheriff, etc.) *Tag may be delayed by tag office and shipped separately. Overnight 2way shipping for new vehicle tags included* [1]	$150.00[1]	$200.00[2]
MP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Police pursuit / Fire use ineligible. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide* [1]	$1,835.00[1]	
MP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Police pursuit / Fire use ineligible. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide* [1]	$1,875.00[1]	
MP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Police pursuit/ Fire use ineligible. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide* [1]	$2,365.00[1]	
CB575 [1] ESP [2]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $1845. Complete pricing schedule available upon request. For emergency and fire applications add $605 surcharge. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide*[1] *POWERRTRAIN CARE 5/75 0 DED* [2]	$1,365.00[1]	$1,125.00[2]
CE575 [1] ESP [2]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2250. Complete pricing schedule available upon request. For emergency and fire applications add $555 surcharge. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide* [1] *BASECARE 5/75 0 DED* [2]	$1,590.00[1]	$1,365.00[2]

VEHICLE:	F-150 (F1C)			
DEALER:	Duval Ford	Don Reid Ford, Inc.	Don Reid Ford, Inc.	Don Reid Ford, Inc.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$14,893.00	$14,990.00	$14,690.00	$14,990.00

CP575 [1] ESP [2]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $2855. Complete pricing schedule available upon request. For emergency and fire applications add $505 surcharge. Prices quoted per FordMoCo Florida Retail ESP October 2013 Pricing Guide* [1] *EXTRACARE 5/75 0 DED* [2]	$2,050.00[1]	$1,590.00[2]

To: Honorable Mayor and Village Council

Date: August 29, 2014

From: Ron E. Williams, Village Manager

Re: Lot Maintenance and Abandoned Property

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICE OF E. RODRIGUEZ LANDSCAPING, INC., FOR ONE (1) YEAR, TO CONTINUE PROVIDING PALMETTO BAY LAWN MAINTENANCE AND SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

On October 1st, 2012, Resolution No. 2012-77 was adopted by the Mayor and Village Council awarding E. Rodriguez Landscaping, Inc., the contract to provide services regarding Chapter 27 of the Village's Code of Ordinances entitled, "Lot Maintenance and Abandoned Property." The contract was for two (2) years and provided for two (2), one (1) year extensions. E. Rodriguez Landscaping, Inc., has provided exceptional service and is now eligible for consideration of the first extension of the contract. In light of E. Rodriguez Landscaping, Inc., quality service, staff seeks authorization to renew the contract for another year.

FISCAL/BUDGETARY IMPACT:

The Village allocates approximately $30,000 every year to fund the program. The program is cost recovery and generates annual revenues of approximately $80,000.

RECOMMENDATION: Approval of this item is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICE OF E. RODRIGUEZ LANDSCAPING, INC., FOR ONE (1) YEAR, TO CONTINUE PROVIDING PALMETTO BAY LAWN MAINTENANCE AND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida constitution, and applicable sections of Chapter 166 of the Florida Statues, the Mayor and Council adopted Ordinance No. 08-19 on October 6, 2008, creating a Chapter 27 of the Village's Code of Ordinances entitled, "Lot Maintenance and Abandoned Property"; and,

WHEREAS, the Village requires the assistance of a qualified vendor to implement the "Lot Maintenance and Abandoned Property" program; to ensure that abandoned properties do not become a nuisance to the community; and,

WHEREAS, in an effort to procure these services for the Village, RFP-2012-DPZ-001 was proffered in accordance with established guidelines; and,

WHEREAS, on October 1, 2012, E. Rodriguez Landscaping Inc., was determined to be the most responsive and cost-effective proposed vendor and thus was awarded the contract for a period of two (2) years, with two (2) additional one (1) year options to extend; and,

WHEREAS, E. Rodriguez Landscaping Inc., has provided exceptional service in fulfillment of its contract; and

WHEREAS, the Village and the Council now desire to exercise the first year extension option.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with Resolution No. 2012-77, the contract between E. Rodriguez Landscaping, Inc., and the Village of Palmetto Bay, is hereby extended for one (1) year. The Village shall proceed with public procurement thereafter.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of September, 2014.

Attest: _____ _____

Meighan Alexander	Shelley Stanczyk
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

VILLAGE OF PALMETTO BAY

August 26, 2014

Esteban Rodriguez
E. Rodriguez Landscaping, Inc.
P.O. Box 971987
Miami, FL 33197

Re: Contract with E. Rodriguez Landscaping, Inc., for the Village of Palmetto Bay Lawn Maintenance and Services

Dear Mr. Rodriguez,

On October 12th, 2012, Village of Palmetto Bay Council approved Resolution No. 2012-77, relating to Lawn Maintenance and Services for the Village of Palmetto Bay.

Pursuant to Contract No. RFP-2012-DPZ-001, Section 4.2., Commencement Day and Term, term of services were for two (2) years with an option for two (2) one (1) year extensions. Such extension of service may be granted provided you are in compliance with the agreement and you agreeing to maintain the same terms and conditions of the contract. At this time, the Village is extending to you the offer to exercise the first of the two (2) available one (1) year extension options. If you accept the contract extension, the request for the extension for Fiscal Year beginning October 1, 2014, through September 30, 2015, shall be heard by the Mayor and Village Council for further consideration.

Please indicate your company's concurrence of this contract continuance option below and return to our office with a copy of your company's most recent certificate of insurance. Should you need further information, please feel free to contact 305-259-1234.

E. Rodriguez Landscaping, Inc.

Approved
Esteban Rodriguez
Owner

Disapproved
Esteban Rodriguez
Owner

Sincerely,

Kristy Bada, Procurement Specialist

Cc: Darby P. Delsalle, Planning and Zoning Director

CONTRACT BETWEEN
THE VILLAGE OF PALMETTO BAY AND
E. RODRIGUEZ LANDSCAPING, INC.

This contract is made and entered into this 3rd day of October, 2012, between the Village of Palmetto Bay, a Florida municipal corporation, located at 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157 ("Village") and E. Rodriguez Landscaping Inc. a Florida Corporation, located at P.O. Box 971987, Miami, Florida 33197 ("Contractor").

WITNESSETH:

WHEREAS, Village desires to engage and retain the services of the contractor to perform the work desired in this contract and the Contractor desires to accept the engagement.

NOW THEREFORE, in consideration of the sum and mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

Section 1.0 Definition. The words and terms as used in this Agreement shall have the following meanings unless some other meaning is plainly and clearly set forth:

"Agreement" shall mean this document.

"Contractor" shall mean E. Rodriguez Landscaping, Inc.

"Director" shall mean the Director of the Department of Planning and Zoning of the Village of Palmetto Bay.

"Services" shall mean the Scope of Services described in this Agreement.

"Subcontractor" shall mean any entity retained by the Contractor to participate in the performance of the work assigned by the Village to the Contractor.

Section 2.0 Statement of Work.

2.1 The intent of this contract is to provide basic lawn maintenance services, secure exposed and/or unsafe pools, and remove yard debris from abandoned properties located within the jurisdictional boundaries of the Village of Palmetto Bay. Most of these properties are in foreclosure and are not maintained by the mortgage companies or other creditors that hold title to the properties. The abandoned nature of these properties has resulted in a nuisance to the community, and in some cases, a breeding ground for mosquitoes and rodents due to the overgrown lawn, un-maintained pools, and standing waters.

2.2 All services identified in this Contract, including additional and miscellaneous services, shall be provided only when required and explicitly requested by the Village Manger or his/her designee through the issuance of a work order. The Contractor shall not commence or

undertake any work or service until a work order has been approved by the Village Manager or designee. Additionally, all work performed pursuant to an approved work order, shall be approved by the Planning and Zoning Director or designee prior to the remittance of an invoice. Approval from the above mentioned Village employee(s) shall be a requisite for payment.

2.3 The work shall include, but may not be limited to the furnishing of all labor and materials. The Contractor shall specifically comply with the scope of services as described in RFP No. 2012-DPZ-001, dated June 18 2012, which provisions are incorporated by reference into this agreement as Exhibit 1. The basic scope of services is more particularly defined in Section 6 (General Specifications) of Exhibit 1.

2.4 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of services. The Contractor will employ and maintain a qualified supervisor or superintendent at the work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at each site at all times as required to perform adequate supervision and coordination of the Work.

2.5 The Contractor will furnish all materials, equipment, labor, machinery, and tools necessary to complete the work.

2.6 The Contractor will not employ any Subcontractor, against whom the Village may have reasonable objection, nor will the Contractor be required to employ any Subcontractor who has been accepted by the Village, unless the Village determines that there is good cause for doing so.

a. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by him and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between Village and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Village to pay or to see to payment of any persons due subcontractor or other person or organization, except as may otherwise be required by law. Village may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specified Work done in accordance with the schedule values.

b. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Village.

c. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of

Contractor
Village

Subcontractors, and give the Contractor the same power as regards to terminating any subcontract that the Village may exercise over the Contractor under any provisions of the Contract Documents.

e. The Village will not undertake to settle any differences between the Contractor and their Subcontractors or between Subcontractors.

f. If any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the Contractor if and when directed by the Village in writing.

2.7 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

a. All employees and other persons who may be affected thereby.
b. All the Work and all materials or equipment to be incorporated therein.
c. Other property at the site or adjacent thereto, including trees, shrubs, pavements, structures and utilities not designated for removal, relocation or replacement in the course of services.

The Contractor will designate the Superintendent as the responsible member of their organization at the site whose duty shall be the prevention of accidents. The Contractor has the option to designate another person other than the Superintendent to oversee the onsite project safety requirements. The name of the designated project safety employee shall be submitted in writing by the Contractor to the Village.

2.8 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby..

2.9 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, that will not impact the road way and/or would provide services in a manner that would facilitate access to roadway should the roadway be impacted by the scope of Work. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in particular, the Palmetto Bay Policing Unit, before the street is closed and again as soon as it is opened.

The Contractor shall comply with Ordinance No. 08-07, the newly revised "Shannon Melendi Act of Miami-Dade County" for the purpose of conducting background investigations for all employees, agents or assigns, associated with the provision of services. Required background investigations shall be completed in accordance with the ordinance and provided to the Village

Contractor
Village

upon 10 days prior written notice.

2.10 Any existing surface or subsurface improvements, such as pavements curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not otherwise identified as part of the Work shall be protected from damage during maintenance activities. Any such improvements damaged during the execution of the work shall be restored at the expense of the Contractor to a condition equal to that existing at the time the work was performed.

2.11 The Contractor shall within forty-eight (48) hours of their discovery, and before such conditions are disturbed, notify the Village in writing, of:

a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract. The Village shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice as required above; provided, however, the time prescribed therefore may be extended by the Village. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

Section 3.0 Scope of Work: This section describes the specifics regarding the actual work to be performed by the Contractor.

3.1 Contractor shall take before and after pictures of the job site. These pictures shall be submitted as an attachment to each invoice.

3.2 Grass to be mowed at an average height of 1 1/2" to 2 1/2" to be specified by Village staff. Staff reserves the right to notify the Contractor when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas due to the use of dull blades or other factors could be considered as grounds for the immediate cancellation of any contract agreement.

3.3 Edging to be completed at each service will include around all curbs, sidewalks, and streets.

3.4 Clippings to be blown off driveways and walkways. The clippings shall not be blown into the street, adjacent properties, or storm drains.

Contractor
Village

3.5 Trimming around all obstacles, as needed.

3.6 Litter to be removed from all areas prior to each mowing. If there is excess litter on the property, the successful bidder shall contact the Village for an inspection of the property.

3.7 Report graffiti to the Village on first observation.

3.8 In the Contractor is prevented from completing maintenance as provided in the schedule because of reasons other than inclement weather, he/she shall complete these services so deferred prior to the next regular scheduled date.

3.9 Contractor shall accomplish the assignment in accordance with a schedule approved by the Village Manager or his designee. Where inclement weather, in the opinion of the Village Manager or his designee, prevents adherence to the regular schedule for two or less days in a given week, the areas so effected by the inclement weather shall be mowed or trimmed within the following one week period from the date of the scheduled mowing or trimming without the interruption of the regular schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.

3.10 Contractor shall immediately correct and/or report to the Village any and all problems or conditions which may tend to create unsafe or hazardous conditions within the property boundaries.

Specifications for covering unsafe pools must include the following:

3.11 Contractor shall clean the area surrounding the pool prior to the installation of the pool cover.

3.12 Contractor shall immediately report to the Village any potential health or safety issues associated with the current condition of the pool.

3.13 Contractor shall consult the Village prior to installing the pool cover to ensure that the right cover is selected. The pool cover shall be made of wood or other Village approved materials capable of withstanding the elements. The pool cover shall be designed to provide an adequate safety barrier that would discourage the use of such structure by humans and/or animals. The standard size of a pool cover is 15' by 30'. If the pool requires a cover that exceeds the standard size, the successful bidder shall inform the Village prior to selecting the cover in order for the Village to identify the necessary funds to cover the additional costs associated with an oversized cover.

Section 4.0 Commencement Date and Term

4.1 Work shall commence upon the issuance of a purchase order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work. Acceptance of work by the Village shall be evidenced by a notice of completion or by a notice of acceptance.

Contractor
Village

4.2 An agreement is contemplated for two (2) years. Providing the successful Contractor will agree to maintain the same terms and conditions of the current contract, this contract could be extended for two (2) additional one (1) year terms not to exceed a total contract term of four (4) years, if mutually agreed upon by the Contractor and the Village Manager as the Village's Contracting Officer..

Section 5.0 Contract Sum

5.1 The Village shall pay the Contractor for the faithful performance of the contract, consistent with the prices provided in the fee schedule by the Contractor for the services to be performed to meet the requirements of the project's scope of work identified in Section 3.0 of this Agreement and RFP Package No. 2012-DPZ-001. The fee schedule provided by the Contractor and approved by the Village as the lowest successful proposer is provided in Exhibit 2.

Section 6.0 Transfer and Assignment

6.1 None of the work or services under this contract shall be subcontracted unless Contractor obtains prior written consent from the Village. Approved Subcontractors shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractors' acts, errors or omissions. The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Contractor to the Village. Upon such re-assignment, the owner shall remain liable for all sums due to Contractor for the period prior to the effective date of such transfer, unless the transferee assume such obligation.

Section 7.0 Modifications – Change Orders

7.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The Village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Material modifications to this Contract, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract.

7.2 All other modifications, including the need to increase the scope of work under a specific work order, the time required for performance of any part of the work under this contract the Village shall issue a written change order.

Section 8.0 Termination for Default

8.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

Contractor
Village

8.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

8.3 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 30-days prior written notice to the Village in the event that Contractor is unable to complete the services identified in Section 3 due to causes beyond Contractor's control.

8.4 The Village shall have no liability to the Contractor for future profits or losses in the event of termination for default.

8.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Section 9.0 Termination for Delay

9.1 If the project is suspended or the Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 30 days written notice.

9.2 The liability of the Village upon termination by the Contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by Contractor to the time of termination by Contractor. The Village shall not be liable for future profits or losses.

Section 10.0 Termination for Convenience

10.1 The Village or Contractor may terminate this contract for convenience at any time by giving 30 days notice in writing. The Contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

10.2 In the event that the Village improperly terminates the contract for default under Section 8, the termination shall be deemed a termination for convenience under this paragraph.

Section 11.0 Termination for Lack of Funds

11.1 Not withstanding any other provisions of the contract, if the funds anticipated by the Village for the payment of work under this contract are at any time not forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the Village government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without

Contractor
Village

penalty by giving not less than 30 days written notice of the lack of available funding.

11.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, Contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to Contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

Section 12.0 No Damages for Delay Clause

12.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the Village by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the Village. The Contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

Section 13.0 Liquidated Damages

13.1 It is mutually agreed that time is of the essence in the performance of this contract. Should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Village will retain the amount of, $100.00 per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension of time. The sum shall represent the actual damages which the Village will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that the sum is not a penalty, but is the stipulated amount of damage sustained by the Village in the event of a default by the Contractor.

Section 14.0 Right to Withhold

14.1 If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Contractor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

Section 15.0 Interest Payment Due to Late Payment

15.1 The Village shall make payment to Contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

Contractor
Village

Section 16.0 Liens.

16.1 The Contractor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

Section 17.0 Independent Contractor

17.1 The Contractor is furnishing its services as an independent Contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

17.2 Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 18.0 Insurance and Indemnification

18.1 The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

18.2 The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor/Proposer, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

18.3 The Contractor shall not commence work under this contract until it has obtained all insurance required by the Village. The Contractor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Contractor, or the Contractor's Subcontractors, suppliers and laborers incident to the performance of the Contractor's services under this contract. The Contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

18.4 The Contractor shall maintain during the term of this contract the following insurance:

a. Worker's Compensation Insurance Coverage in accordance with Florida State Statutes. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of $500,000 per accident.

b. Comprehensive general liability insurance with broad form endorsement,

Contractor
Village

including completed operations and products liability, contractual liability, severability of interest with cross liability and property damage liability with limits of $500,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded in a form nor more restrictive than the latest edition of the Commercial General Liability Policy without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

c. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Florida No-Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

d. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment to the Village.

e. The Village is to be specifically included as an additional insured for the liability of the Village resulting from operations performed by or on behalf of Contractor in performance of this or any project agreement. Successful bidder's insurance, including that applicable to the Village as an additional insured shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies has been issued to each.

f. Prior to the execution of this agreement, the Contractor shall provide the Village Manager with evidence of insurability from the Contractor's insurance carrier or a certificate of insurance. Contractor shall add the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy. Prior to execution of any project agreement, the Contractor shall provide to the Village Manager, certificates of insurance with required insurance coverage's. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by the and any project agreement. The Village reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the Village Manager.

g. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under any awarded agreement.

h. All deductibles or self-insured retentions must be declared to and be approved by

Contractor
Village

the Village Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The Village manager may require the Contractor, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the Contractor's deductible for professional liability insurance.

Section 17.0 Equal Employment Opportunity

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

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin.

c. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

d. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the contracting officer that explain this clause.

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

f. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, the notice to be provided by the contracting officer advising the labor union or workers' representatives of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

g. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

h. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

i. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Governmental contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

j. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor. The Contractor shall take the

Contractor
Village

action with respect to any subcontract or purchase orders as the Department of Labor may direct as a means of enforcing the provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of the direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 18.0 Mediation

18.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon. Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

Section 19.0 Sovereign Immunity, Attorney's Fees, Waivers of Jury Trial

19.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court, appellate court and post judgment proceedings. Neither party shall be responsible for prejudgment interest. **In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.**

19.2 The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the scope of services. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes of $100,000 on any claim or judgment, or portions thereof. The provisions of this Section will survive the termination or expiration of this Agreement.

Section 20.0 Notices

20.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. For the purposes of this contract, notice shall be provided to the as follows:

To the Village: Village of Palmetto Bay
Village Manager
9750 E Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234

Contractor
Village

To Contractor: E. Rodriguez Landscaping Inc.
PO Box 971987
Miami, FL 33197
Esteban Rodriguez, President
Telephone: 786-286-7112

Section 21.0 Examination and Retention of Contractor's Records

a. The Village, or any of their duly authorized representatives, shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

b. The right to access and examination of records shall continue until disposition of any mediation, claims, litigation or appeals.

c. If litigation has been initiated during the period identified under subsection "a.", the Contractor shall continue to maintain relevant records despite any expiration of the three (3) year period until the end of the litigation.

Section 22.0 Ownership of Documents

22.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Chapter 119, Florida Statutes. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

Section 23.0 Severability

23.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

Section 24.0 Entire Contract

24.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

Contractor
Village

Section 25.0 Contingency Fee and Code of Ethics Warranty

a. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor.

b. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

c. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

d. Public Entities Crime Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying Agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

Section 26.0 Warranty of Authority

26.1 The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Section 27.0 Reserved.

Section 28.0 Consent to Jurisdiction

28,1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County. This contract shall be construed in accordance with and governed by the laws of the State of Florida.

Section 29.0 Headings

29.1. Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

Section 30.0 Exhibits

Contractor
Village

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

Section 31.0 Counterparts

31.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument

Section 32.0 Miscellaneous Provision

32.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

32.2 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

32.3 Force Majeure. The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

Contractor
Village

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

By: _____
Ron E. Williams
Village Manager

Contractor

By: _____
Esteban Rodriguez, President
E. Rodriguez Landscaping Inc.

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Alexander

Approved as to form:

By: _____
Eve Boutsis, Village Attorney
The Village of Palmetto Bay

Contractor
Village

Exhibit 1

Contractor
Village

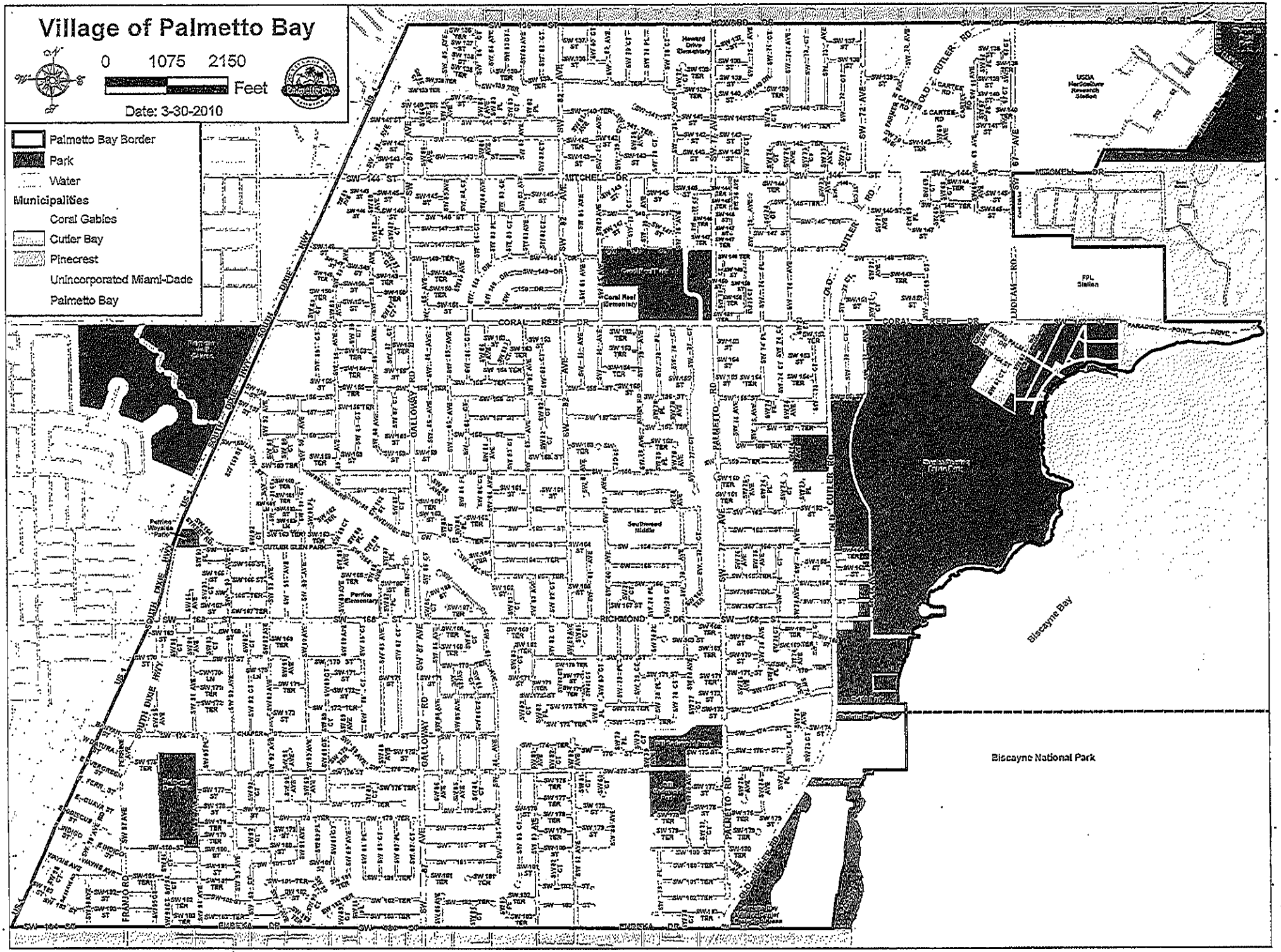
Village of Palmetto Bay
0 1075 2150
Feet
Date: 3-30-2010
Palmetto Bay Border
Park
Water
Municipalities
Coral Gables
Cutler Bay
Pinecrest
Unincorporated Miami-Dade
Palmetto Bay
Biscayne Bay
Biscayne National Park
Coral Reef Elementary
Southwood Middle
Perrine Elementary
Perrine Wayside Park
Coral Reef Park
FPL Station
USDA Horticulture Research Station
Howard Drive Elementary
CORAL REEF DR
MITCHELL DR
RICHMOND DR
EUREKA DR
SOUTH DIXIE HWY
US 1
GALLOWAY RD
PALMETTO RD
OLD CUTLER RD
LUDLAM RD
PARADISE POINT DRIVE
SW 144 ST
SW 152 ST
SW 168 ST
SW 184 ST
SW 87 AVE
SW 72 AVE
SW 67 AVE
SW 82 AVE
SW 77 AVE
SW 97 AVE
FRANJO RD
CUTLER GLEN PARK
HOWARD DR
OLD CUTLER RD

Exhibit 2

Contractor
Village

FORM A – Signature Sheet

I attest to the fact that I am an authorized representative of the company listed in this submittal and that all information included in this package is accurate and authentic to the best of my knowledge.

Esteban Rodriguez
Signature

E Rodriguez Landscaping Inc
Company Name

Esteban Rodriguez
Print Name

po BOX 971987
Company Address

Owner
Title

Miami FL 33197
City State Zip Code

20-3322525
Federal Tax ID#

green4you@Bellsouth.net
E-mail Address

The individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

FORM B – Employees Assigned to the Contract

I Estebun Rodríguez, the undersigned official authorized representative for E. Rodriguez Landscaping Inc (Name of the Company) agree to assigned a minimum of 3 (Number of Employees) to meet the general requirements of the scope of work.

E.RODRIGUEZ LANDSCAPING

PO BOX.971987
MIAMI,FL 33197-1987
(786)286-7112 OR (305)253-0173

List of available equipment :

Trucks:

- 2005 F-350 truck diesel
- 2000 F-350 truck diesel
- 1996 F-350 truck diesel
- 1996 F-450 14' dump diesel
- 1989 52 ft. bucket truck with chipper box diesel
- 2001 Chevy gas
- 1992 F-350 bucket truck 25' with chipper box gas
- 1990 Chevy 350 flat stack bead 12'gas

Chipper:

- 3" drum chipper vimiar gas
- 10" self feed chipper bandit diesel

Trailer

- 24'x7 enclosed
- 14'x7 enclosed
- 14'x7 enclosed
- 14'x8 flat open equipment
- 16'x7 side open
- 28'x8 5th.wheel dump trailer
- 28'x8 5th.wheel dump trailer
- 24'x8 x5 high 5 wheel dump trailer
- 16'x8x5 high 5 wheel dump trailer

Golf carts

- 2 golf carts gas powered

Mowers

- Reel master 4500-D terf diesel
- Reel master 3200-D terf diesel

E.RODRIGUEZ LANDSCAPING

PO BOX.971987
MIAMI,FL 33197-1987
(786)286-7112 OR (305)253-0173

List of available equipment :

Lawn Mower :

1) Mower vack 2000
1) Billy goat vack walk behind self populed
2) terf tiger seay 54" 0 turn gas
2) toroe 54" mower 0 turn gas
1) kabota 54" mower 0 turn zd18 diesel
1) kabota 72 mower deck fz2100 diesel
1) scgg walk behind mower 36" gas
1) grate Dane right stander mower 36" gas

Hand Equipment:

10) t-270 shindowa weed eaters
5) shindowa edger stile
2) little wonder street blower
6) still 600 backpack blowers
6) 2' trimmers shindowa
2) 6' trimmers still
2) extendable poll saws still

Chain saws:

4) 14" chain saws
2)18" chain saws still
1) 20" chain saw still
1) 3' chain saw still

Heavy Equipment:

Bob cat 712 62' bucket and backhoe attachment
New holden "bob cat" 72 bucket and grapple and Alger
Backhoe ford 555 comunashum
bush huge ford 3000 7" cutter

CERTIFICATE OF LIABILITY INSURANCE

12/1/2011

PRODUCER
M ANDERSEN & ASSOCIATES INC
6220 SW 157 Terrace
Miami, FL 33187
(305)251-7974

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: GRANADA INSURANCE CO	
INSURER B: PROGRESSIVE INSURANCE CO.	
INSURER C:	
INSURER D:	
INSURER E: BUSINESS FIRST INS CO	

INSURED
E. RODRIGUEZ LANDSCAPING, INC
P. O. BOX 971987
MIAMI, FL 33197
786-286-7112

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	0185FL00016683	12/17/11	12/17/12	EACH OCCURRENCE	$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 1,000,000
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	04439720-2	11/28/11	11/28/12	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N 521-04706	11/15/11	11/15/12	X WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LANDSCAPING, GRADING, TREE TRIMMING

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

E. Rodriguez Landscaping Inc.
Po box. 971987
Miami, FL 33197-1987
(786) 286-7112 or (305)253-0173

List of References

Residence

Sadie prize
305-978-8473

Eric Mcarr
786-390-3369

Lisa Visnich
305-205-3260

Towns & Cities

Town of Miami lakes
Odell # 305-970-4817

Town of Cutler Bay
Ralph C. # 786-375-7584

Town of Palmetto Bay
Danny # 305-484-7656

City of Homestead Cod compliance
Crystal Ollivierre #305-224-5570

City of south Miami
Carol # 305-216-5709

Waterstone Charter Schools
Angel Trado # 305-979-2143

Summer Villa Charter Schools
Mr. Hernandez # 305-804-4723

Thank You
Esteban Rodriguez

EXHIBIT C
Price Quote

Vendor Name:	E Rodriguez Landscaping Inc
Vendor Mailing Address:	PO Box 971987
City, State and Zip Code	miami, FL 33197
RFP Contact Person (Please print clearly)	Esteban Rodriguez
Phone Number:	786-286-7112
Fax Number:	305-253-1013
F.E.I.D. Number:	20-3322525

Basic Lawn Maintenance & Other Services	Notes	Unit Cost
Residential Mowing	Flat Rate	$40.00
Residential - Debris Collection and Disposal	Cubic Yard	$10.00
Pool Covering	Standard Size 15' by 30'	$400.00
Pool Covering	Beyond Standard Size Use	$500.00
Empty Lot Mowing	Acre (Maximum 6 Acres)	$50.00 per Ac
Empty Lot - Trash Collection and Disposal	Cubic Yard	$10.00

Village of Palmetto Bay Use Only	