

CONTRACT FOR PROFESSIONAL SERVICES
FOR HURRICANE/DISASTER FIELD DEBRIS MONITORING

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **CDR Maguire, Inc.**, located at 11740 SW 80th Street, Suite 102, Miami-Dade, Florida 33183, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for Hurricane/Disaster-Field Debris Monitoring services and said services are more fully described in the County's Request for Proposal ("RFP") numbered NC23-034-RFP, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits "A" and "B".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

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1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP ("RFP"), AS MODIFIED BY ADDENDA

Exhibit B CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP

Exhibit C INSURANCE REQUIREMENTS

Exhibit D FEDERAL PROVISIONS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits "A" and "B".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B". The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. The County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

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the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, the County may solicit separate bids to satisfy them.

4.3 Time is of the essence with regard to each and every obligation of the Consultant. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

4.4 The Consultant will promptly notify the County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Consultant uses or authorizes a third party to use County Materials beyond the license for use. The Consultant will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the County of the steps the Consultant is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Consultant believes a delay in performance by the County has caused or will cause the Consultant to be unable to perform its obligations on time, the Consultant will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay. Provided that the Consultant satisfies the requirements of the immediately foregoing sentence, the Consultant will not be liable for liquidated damages as provided for under this Contract if and only to the extent that the Consultant's applicable failure to perform or delay in performing is caused by the County.

4.5 The County reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Consultant to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.6 If the Consultant believes that any County restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Consultant shall immediately notify the County in writing, indicating the specific restriction. The County reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the County.

4.7 Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the County's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the County places an Order. The County assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the County's option, be returned at the Consultant's expense. Substitutions are not permitted. The Consultant, within five (5) days after receiving a purchase order, shall notify the County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Consultant suspension. The Consultant guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Consultant or any subcontractors, in connection with the Contract.

SECTION 5. The County's Responsibility.

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5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the *Public Works Director*, or designee, to act on the County's behalf under this Contract. The *Public Works Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate *three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

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7.1 The Consultant shall be compensated in an amount *to be determined by storm/event activation* and in accordance with Exhibits "A" and "B".

7.2 The Consultant shall prepare and submit to the *Public Works Director* for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

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8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

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13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations, including all Federal Emergency Management Agency (FEMA) rules and regulations applicable to services rendered under this Contract. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and **ANY TRIAL SHALL BE NON-JURY**. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

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14.2 The Consultant shall comply with applicable regulatory requirements including all federal, state, and local laws, rules, regulations, codes, orders, criteria, licensing requirements and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest, rights, duties or obligations under this Contract without the prior written consent of the County. In the event of any assignment, the Consultant remains secondarily liable for performance of this Contract, unless the County expressly waives such secondary liability. The County may assign this Contract with prior written notice to Consultant.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities

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incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Withhold or suspend payment of all or any part of a request for payment;

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- b. Require that the Consultant to refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- c. Exercise any corrective or remedial actions, to include but not be limited to:
 - (i) Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
 - (ii) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - (iii) Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - (iv) Requiring the Consultant to reimburse the County for the amount of costs incurred for any items determined to be ineligible.; and/or
- d. Terminate this Contract.

18.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Consultant.

18.3 The Consultant and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Consultant hereby assigns to the County any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

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18.4 Upon termination of this Contract pursuant to this Section, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information and Contingent Fees.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose

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other than the performance of the services without the prior written authorization of the County or in response to legal process.

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

SECTION 21. Ownership of Documents.

21.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 22. Force Majeure.

22.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

22.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not

result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products

or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 23. Access And Audits of Records.

23.1 The Consultant shall maintain and make available adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least five (5) years after completion of work contemplated under this Contract. Copies of these documents and records shall be furnished to the County, its agents, employees or designee, County Clerk of Court, including any other agents of other State agencies or the Federal Government upon request as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant. Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of project costs.

SECTION 24. Independent Consultant Status.

24.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County shall not be bound by any acts or conduct of the Consultant or its employees, agents, representatives, assignees, or subcontractors. The Consultant agrees to include this provision in all of its subcontracts under this Contract.

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24.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 25. Indemnification and Limitation of Liability.

25.1 The Consultant shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the County, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Consultant, its agents, employees, partners, or subcontractors. Further, the Consultant shall fully indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

SECTION 26. Insurance.

26.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

26.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall

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provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 27. Dispute Resolution Process.

27.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

27.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 34 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

27.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

27.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the

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Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 28. E-Verify.

28.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

28.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

28.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of

the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 29. Public Records.

29.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

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duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

29.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

29.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

29.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

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29.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

29.6 A notice complies with Section 29.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 34 hereinbelow.

29.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 30. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

30.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract. The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial

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condition, that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

SECTION 31. Public Entity Crimes.

31.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

31.2 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

31.3 The County shall verify the Consultant and any subcontractor's against the Federal Excluded Parties List System to ensure the Consultant or subcontractor is not disbarred or excluded from receiving Federal contracts.

Initials WRW

Initials 

SECTION 32. Anti-Discrimination.

32.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 33. Advertising.

33.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 34. Notices.

34.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, Florida 32011

Consultant: CDR Maguire Inc.
Attn: William R. Wages
11740 SW 80th Street, Suite 102
Miami-Dade, Florida 33183

SECTION 35. Attorney's Fees.

35.1 Notwithstanding the provisions of Section 29 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 36. Authority to Bind.

36.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 37. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

37.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

37.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

37.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

37.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately

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Initials JK

contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 38. Construction of Contract.

38.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 39. Headings.

39.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 40. Entire Agreement and Execution.

40.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

40.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 41. Change of Laws.

41.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this

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Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

SECTION 42. Scrutinized Companies.

42.1 The County may, at its option, terminate the Contract if the Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

[The remainder of this page left intentionally blank.]

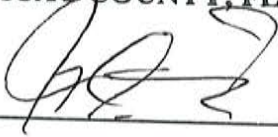
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Contract Tracking No. CM3461

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

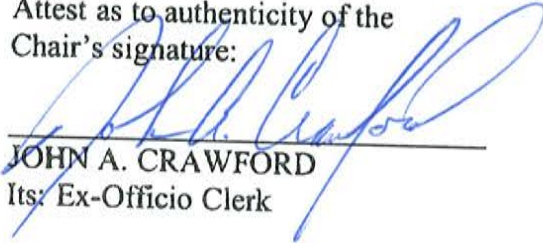


By: KLYNT A. FARMER

Its: Chairman

Date: 9-20-23

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

CDR MAGUIRE, INC.

William R. Wages

By: William R. Wages

Its: President

Date: 8/29/2023

Initials WRW

Initials 29

EXHIBIT "A"
COUNTY'S REQUEST FOR PROPOSAL

REVISED

NASSAU COUNTY
FLORIDA



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-046-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The County is seeking proposals for Field Debris Removal Monitoring Services and Fixed Site Debris Staging, Reduction, and Disposal Monitoring to assist the County with Post-Disaster Debris Management ("Consultant", "Respondent", or "Vendor"). The Consultant will be compensated on specific rates of pay per position dedicated and working on the County job.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the County. The term of the contract will be for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms.

This solicitation will result in the selection of multiple experienced firms to perform monitoring functions on the removal, reduction, and lawful disposal of disaster-generated debris (other than household garbage) from public property, public rights-of-way, and at Temporary Debris Staging and Reduction Sites (TDSRS) in Nassau County, Florida, immediately after a tropical cyclone or other disaster.

1.2 BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

SECTION 2: SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION:

The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large, wide-spread area in a timely and cost-effective lawful manner. The successful proposer(s)/(Monitoring Consultant) must be capable of assembling, directing, and managing a work force that can complete

debris monitoring operations. The Monitoring Consultant's personnel must be familiar with FEMA debris removal eligibility criteria.

When a major disaster occurs or is imminent, the County will contact the Monitoring Consultant to advise them of the County's intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris collection and removal from public streets and roads, public rights-of-way, County properties and facilities, and other public sites.

In preparation for an imminent tropical cyclone, and/or other natural disaster, monitoring crews may be asked to stage outside the forecasted impact area.

The County, upon contacting the Monitoring Consultant, will issue a purchase order and work task assignment. The issuance of the purchase order will allow the Monitoring Consultant to begin response preparations. The Monitoring Consultant will also begin coordination with County's Debris Removal Contractor and County Emergency Management Personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Monitoring Consultant shall have a maximum of 25 hours from notification by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Monitoring Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations, in compliance with applicable guidelines to comply with the applicable requirements for state or federal reimbursement. Disposal of debris will be at the County's or the contractor's approved sites. The Monitoring Consultant will be responsible for overseeing the lawful disposal of all debris and debris- by-products generated during reduction at all debris management sites.

2.2 SCOPE OF WORK:

Provide Fixed Site Debris Monitors, Field Debris Removal Monitors, Debris Monitoring Supervision, and Management to assist the County with oversight of debris removal services related to tropical cyclones and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, assessing debris eligibility at collection sites, documenting debris quantities, and verifying debris processing volumes, not professional engineering services. The Monitoring Consultant's personnel must be well-versed with FEMA's current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FEMA guidance (i.e. the PAPPv4 and Public Assistance Debris Monitoring Guide 2021) and all applicable State, Local, and Federal regulations.

The Debris Monitoring Consultant must:

- Fully understand all phases of disaster debris management operations, including those taking place at loading sites, permitted Debris Management Sites (DMS) and Temporary Debris Storage and Reduction Sites (TDSRS), and final disposition sites.
- Be able to differentiate among multiple types of disaster-generated debris
- Have the capability to estimate debris quantities accurately and objectively
- Be able to properly complete load tickets and maintain data electronically

NC23-034-RFP

- Understand site safety requirements and procedures
- Possess previous Disaster Debris Monitoring experience.

The Monitoring Consultant will provide:

Fixed Site Debris Monitors:

Personnel to oversee the measuring, unloading, and reduction of debris at TDSRS. Fixed Site Debris Monitors will verify hauler capacity and document load quantities at each TDSRS. Per Federal Policy Guidance services shall include:

A minimum of one Tower/Site Monitor is required at each TDSRS to document load quantities and verify that trucks are emptied. Additional Tower/Site Monitors may be needed at exit points to verify trucks are completely emptied and at TDSRS reduction locations to document and verify production rates. Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by Consultant trucks and documented on load tickets. Services include, but are not limited to:

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

Field Debris Monitors

Consultant will perform on-site, street-level debris monitoring at all debris loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. One Debris Loading Site Monitor shall be provided for each loading site and responsible for observing the collected debris, verifying the debris as eligible, and documenting the debris loaded. Consultant may also provide Roving Monitors who follow a debris collection truck throughout the day or checks multiple loading trucks and produces a Roving Monitor report. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load and retaining a copy of each load ticket issued
- Checking the area for safety considerations such as downed power lines or children playing in the area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely; immediately notifying supervisors of concerns regarding the safe operation of trucks and equipment.

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or for transportation to a separate site for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting and reporting to field supervisor any damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs, information about owner, and circumstances of the damage (who, what, when, and where).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Operations Manager:

Consultant will provide project management to oversee debris monitoring activities. Services will include:

- Oversight and Supervision of Monitor field activity
- Clerical Support personnel
- Scheduling of Monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

2.3 WORK HOURS AND SAFETY STANDARDS:

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.

2.4 **TERM OF AGREEMENT/CONTRACT:**

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

The County is seeking Fixed Site Debris Monitors, Field Debris Monitors, Debris Monitoring Supervision and Management to assist the County with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services.

The Consultant shall have similar experience in Florida and be familiar with all State and FEMA criteria.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 **TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:**

The County's intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

Event	Date	Time
RFP Available on PlanetBids	April 14, 2023	
Deadline for Questions	April 28 , 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	May 5, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	May 18, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of June 5, 2023	TBD
Interviews of Shortlisted Firms (If needed)	Week of June 19, 20223	TBD
BOCC Award/Approval	TBD	

4.2 **SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than time and date listed in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the time and date listed in Section 4.1.

4.3 **PRE-SUBMITTAL MEETING AND QUESTIONS:**

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**

4.4 **ADDITIONAL INFORMATION/ADDENDA:**

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

4.5 **RESPONSE FORMAT:**

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing

your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Qualifications

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

TAB 4 – References

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

- Client name, address, phone number, and e-mail address
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 5 – Rate Schedule

Provide a proposed rate schedule.

TAB 6 – Attachments/Administrative Information

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

4.6 INTENT:

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

4.7 RFP PROCESS EXPENSES:

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Consultant. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

4.8 PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any

goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, 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 for "Category Two" in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

4.9 **ASSURANCE:**

The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION AND SELECTION

5.1 **EVALUATION/SELECTION COMMITTEE:**

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

5.2 **CRITERIA:**

Point Range

Firm Experience and Expertise

Previous related work experience and qualifications. Demonstrated knowledge and understanding of the Scope of Work, the County and its Emergency Management operations

0-25

Financial Stability

Respondents are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be

0-25

assigned on this job, relevant experience, and your proposal for debris removal operations

Resources and Methodology

Overall approach and detailed plan for providing the services. 0-25
 Consideration of services provided and approach to meeting goals and approach to meeting service objectives.

Cost Proposal 0-25

Total 0-100

5.3 ORAL PRESENTATIONS:

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.4 ORAL PRESENTATION SCORING:

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

SECTION 6. CONTRACT PROCEDURES

PRESENTATION TO THE BOARD:

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

The Remainder of this Page Intentionally Left Blank

ATTACHMENT A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.	Addendum # _____ through # _____ Date:
Signature of Person Completing:	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response, Proposal or Contract for _____.
2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and its
Federal Employee Identification Number (FEIN) is _____. (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)
3. My name is _____ (please print name of individual
signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any
response or contract for goods or services, any leases for real property, or any contract for the
construction or repair of a public building or public work, to be provided to any public entity or
an agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an
adjudication of guilt, in any federal or state trial court of record relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry
of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, 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, or a pooling of equipment or income among persons when not to fair
market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20 ____ by _____ who is ____ personally known to me or ____ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT C

Experience of Respondent

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. FIRM NAME: _____
 Address: _____
 County/State/Zip: _____
 Phone: _____ Email: _____
 Name of primary contact responsible for work performance: _____
 _____ Phone: _____ Cell Phone: _____
 Email: _____

2. **INSURANCE:**
 Surety Company: _____
 Agent Company: _____
 Agent Contact: _____
 Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub-vendors you may use: _____
 Has your firm: Failed to complete a contract: _____ Yes _____ No
 Been involved in bankruptcy or reorganization: _____
 Yes _____ No Pending judgment claims or
 suits against firm: _____ Yes _____ No

*Continues on Next
Page*

4. PERSONNEL

How many employees does your company employ: _____

Position/Category (List all)	Full-time	Part-time
Management		

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

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Contract \$ Amount:

Date Completed:

REMINDER:

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.

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ATTACHMENT D
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

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"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____
online notarization, this _____ day of _____, 20 ____ by
____ who is ____ personally known to me or ____
produced _____ as identification.

Notary PublicMy commission expires:

ATTACHMENT E

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures

are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401– 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours & Safety Standards Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5).

Copeland "Anti-Kickback" Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Respondents and Sub- Respondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Respondent or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Debarment and Suspension

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),

which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35

U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, Respondents, sub-Respondents,

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consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA PATRIOT Act of 2001

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

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Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

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ATTACHMENT F
NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Bid No./Contract No.: _____

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

- (Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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ATTACHMENT "F-1"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

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ATTACHMENT "F-2"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT G

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

* If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Respondent/Vendor, insured Sub-Respondent/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Respondent/Vendor or Sub-Respondent/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Respondent/Vendor shall require each of his Sub-Respondent/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Respondent/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Respondent/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers' Compensation and Professional*

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Liability, are primary and noncontributory to any insurance maintained by the Respondent/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Respondent/Vendors on Your Behalf (CG2294 or CG2295).

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426).

CGL policy shall include broad form contractual liability coverage for the Respondent/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Respondent/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Respondent/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Respondent/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Respondent/Vendor, in which event, Respondent/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau

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County Board of County Commissioners shall have the right to back-charge Respondent/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Respondent/Vendors coverage based on the evidence of insurance provided by the Respondent/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Respondent/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Respondent/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Respondent/Vendor's right under any policy with higher limits, and no policy maintained by the Respondent/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Respondent/Vendor should maintain. Respondent/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Respondent/Vendor or any Sub-Respondent/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Respondent/Vendor or Sub-Respondent/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Respondent/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

ATTACHMENT I
DRAFT CONTRACT
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, located at _____, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for _____, Said services are more fully described in the _____, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR'S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the _____, or designee, to act on the County's behalf under this Contract. The _____, or designee, under the

supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

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summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

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

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

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or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall

perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

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a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

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96135 Nassau Place

Yulee, Florida 32097

Consultant: [Consultant Address]
Attn: [Consultant Contact Person]
[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

NC23-034-RFP

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

By: _____
Its: _____
Date: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Lanaee Gilmore, Procurement Director
SUBJECT: Addendum #1
Request for Proposals Number NC23-034
Hurricane/Disaster - Field Debris Monitoring
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

Answer: Yes.

2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.

The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST

Attachment: Revised Cover Page for NC23-034.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

REVISED

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS (RFP) FOR
HURRICANE/DISASTER – FIELD DEBRIS MONITORING
RFP NO. NC23-034
DUE: MAY 18, 2023



**CDR | EMERGENCY
MANAGEMENT**



TAB 1: COVER LETTER

May 18, 2022

Nassau County Board of County Commissioners
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097

RE: RFP NC23-046 for Hurricane/Disaster – Field Debris Monitoring

Dear Members of the Evaluation Committee:

CDR Emergency Management (**CDR|EM**), a division of CDR Maguire, Inc. (**CDR|M**) is pleased to present this proposal in response to your request for field debris monitoring following a severe weather event. Unlike many of our competitors, **CDR|EM** has demonstrated firsthand our tenacity for rapidly responding on a moment's notice to disaster events affecting Florida residents and visitors. We take great pride in having earned a reputation for providing quick, professional responses. Our teams consist of locally known and experienced people that you can depend upon to lead and meet every challenge. If needed, our team can also assist the County navigate the funding and management of the Federal Emergency Management Agency Public Assistance (FEMA-PA) program. Having successfully supported numerous counties, cities, and state agencies in Florida and throughout the nation in managing debris monitoring operations and FEMA Public Assistance grant funding, we believe we offer the experience and expertise to get the job done at an incredible value.

At present, we are serving as the debris removal monitor for the Florida Division of Emergency Management (FDEM) following Hurricane Ian in southwest Florida. Activated since October by FDEM, our land and waterway debris monitoring team of 329 personnel have monitored the removal of 2.4 million cubic yards (CY) of debris (over 64,000 truckloads) throughout Charlotte, Collier, Lee, and DeSoto County. We have also been tasked with establishing and

managing a Call Center for debris operations as well as managing the State's Private/Commercial Property Debris Removal (PPDR/CPDR) program. During this process, we have completed over 9,200 Right-of-Entry Applications. We are also working with the Florida Fish and Wildlife Commission and other agencies to locate, identify, and remove derelict vessels (480 derelict vessels have been removed to date).

Prior to our Hurricane Ian activation in Florida our debris monitoring team was selected by the Oregon Department of Transportation (ODOT) to serve as the only debris removal monitoring firm to perform hazardous tree assessment and debris removal monitoring for ODOT following the most destructive wildfires in the Oregon's history, burning roughly 1.07 million acres, and destroying 4,009 homes. Our hazardous tree removal monitoring operations began in December 2020 and wrapped up in August 2022. During this project, our arborists conducted 131,965 hazardous tree assessments and performed 1,446 rights-of-entry. We have also recruited, hired, and trained 184 local debris monitors, which monitored the removal of 98,100 CY of slashed trees, 20,400 merchantable logs, 1.1 million tons of miscellaneous metals, concrete, burned debris and ash, contaminated soil, household hazardous waste, 9,903 CY of asbestos, and 6,540 burned vehicles.

CDR|EM Hurricane Ian Debris Removal Monitoring Operations Summary

- Activated since October 2022
- 329 personnel across 4 counties
- 2.4 million cubic yards removed
- 480 derelict vessels removed
- 9,200 right-of-entry applications

NASSAU COUNTY, FLORIDA

RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORINGCDR | EMERGENCY
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In addition to our work in Florida and Oregon, over the last five years we have also served as the debris removal monitor for numerous large counties and State agencies involving the removal of vegetative, sand, silt and mud, construction and demolition debris, and dune and sand restoration. This work also included assisting with FEMA Category A project formulation, identifying potential Section 428 Alternate and Improved Projects, Project Worksheet validation, Quality Assurance and Quality Control, performing Close-outs, etc. In December 2018, we were retained by Bay County to provide oversight of their debris management mission and provide FEMA-PA grant management assistance to support the recovery of costs resulting from Hurricane Michael.

As a Florida-based company, with extensive debris monitoring and disaster recovery experience in the State of Florida and FEMA Region-IV, our debris specialists possess the experience and knowledge to address any special debris programs involving our coastal communities including beach nourishment, derelict vessels, demolition programs, hazardous waste, etc. Our emergency management headquarters is in Leon County, less than 5 miles from the State Emergency Operations Center, and we also maintain regional offices in Maitland, Miami, and Panama City.

CDR DisasterPro™, our Automated Debris Management System (ADMS) is our primary solution to document a variety of debris removal activities, including truck certification, right-of-way, hazardous tree work, personal property debris removal/ commercial property debris removal (PPDR/CPDR), demolition, disposal, project administration, quality assurance and control, etc. **CDR DisasterPro™** fully meets the U.S. Army Corps of Engineers standard for an ADMS as well as FEMA requirements to maximize reimbursement of a client's debris removal and monitoring costs. Our ADMS uses mobile devices (tablets) and a storage medium for capturing data in the field and providing real-time analysis through a variety of web-based software applications to accurately manage and monitor debris removal operations and provide reporting, querying, viewing, mapping, and reporting tools for our clients. Please forward to Tab 3 for additional information about our proprietary ADMS.

Contractual Point of Contact	Telephone	Email
William R. Wages, P.E. President, CDR EM	(407) 948-8281	william.wages@cdrmaguire.com
Primary Project Point of Contact	Telephone	Email
Eric Knapp Debris Project Manager	(208) 899-9422	eric.knapp@cdrmaguire.com

As President of CDR|EM, I am the designated contact person for any information regarding this proposal and fully authorized to commit CDR|EM resources to assist the County in this important effort. I am also authorized to legally bind CDR|EM in all transactions that may arise because of this submission. We look forward to the opportunity to work on this especially important contract for the County and encourage you to contact any of our references as a testament of our performance.

Sincerely,



William R. Wages, P.E.
President, CDR Emergency Management

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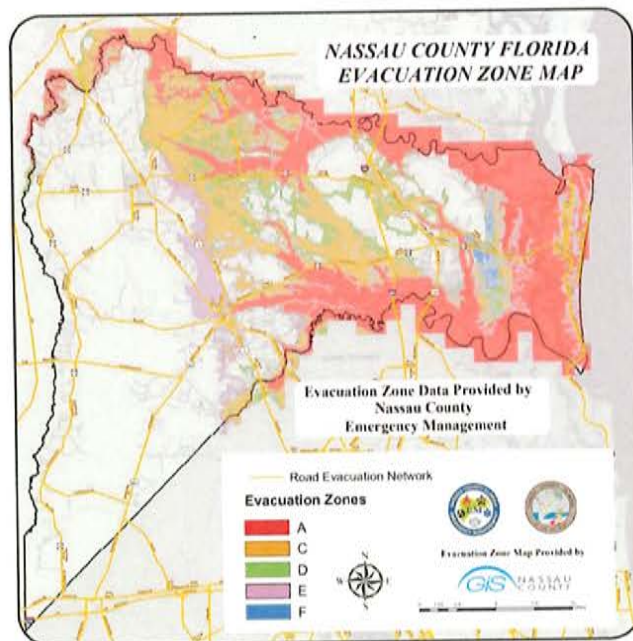
TAB 3: EXPERIENCE AND QUALIFICATIONS

1. CDR|EM's Understanding of the Scope of Work:

Using data extrapolated from the 2020 Census, Nassau's population is estimated to be approaching 98,000, an increase of approximately 22,000 since the 2010 Census. The County's 726 square miles (650 sq. mi. of land area and 76 sq. mi. of inland waters) average 124 people per square mile, but that number is deceiving since the population is concentrated primarily east of I-95. Two small rural communities are located west of the I-95 corridor: the Town of Callahan in the southwest and the Town of Hilliard in the northwest. The third, City of Fernandina Beach, is located at the north end of Amelia Island and attracts more than 500,000 tourists and seasonal residents each year. By 2030, it is expected that nearly 80% of the population will live in unincorporated Nassau County. Growth is expected to accelerate in the vacant areas close to critical waterways, wetlands, forests, and other important natural resources.

Nassau County's location and geography are unique. The St. Mary's River separates Florida from Georgia and creates a natural border for the north and northwest sides of the county. The tidally influenced Nassau River flows along the southern edge of the County. Its basin puts the Town of Callahan at risk of flooding according to surge projections for major hurricane events. The St. Mary's River and Lofton Creek are also tidally influenced and therefore, create flood concerns during tropical cyclone events. Non-elevated homes, water/sewer utilities, roadways, and other waterways are also at risk from surge impacts. Most of the County's population resides at less than 30 feet above sea level and near water.

The County is subject to a variety of natural and man-made hazards. Like other coastal counties, the area is vulnerable to severe storms, tropical storms, storm surge, and flooding. Tornadoes, drought, and wildfire are also of concern. The risk of property damage near the Atlantic and Intracoastal shorelines as well as inland comes from the high winds and flooding associated with tropical cyclones. Powerful storm surge can destroy buildings, sweep vehicles away, and uproot vegetation. Water intrusion can make homes unlivable. High winds can uproot trees, blow down power lines, roofs, and entire structures, scattering debris, creating missile-like projectiles, and blocking roads. Severe environmental, agricultural, and economic impacts can also be expected. Since 2015, the County has been impacted by a combination of nine tropical depressions, tropical storms, and hurricanes. As an Atlantic Basin coastal county, Nassau is likely to find itself in the path of a major Category 4 or 5 hurricane. Alternatively, the wind and storm surge from even a glancing blow of one of these powerful storms could be catastrophic to the County.



It is our understanding that the County is seeking to retain multiple firms to provide disaster debris removal monitoring from public rights-of-way, private property, and at temporary debris staging and reduction sites (TDSRS) in the County following a tropical storm/hurricane or other significant debris generating event. The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large, wide-spread area in a timely and cost-effective lawful manner. The firm

NASSAU COUNTY, FLORIDA RFP NO. NC-23-034, HURRICANE/ FIELD DEBRIS MONITORING

CDR|EMERGENCY MANAGEMENT

must also be capable of assembling, directing, and managing a work force that can complete debris monitoring operations. The debris monitoring firm's personnel must be familiar with FEMA debris removal eligibility criteria.

Previous related work experience and qualifications.

The breadth of our experience includes **65 activations nationwide**, which includes debris removal monitoring and disaster recovery services for **32 FEMA disaster declarations along coastal communities**. Since October, **CDR|EM's** Debris Monitoring Team has been providing debris removal monitoring services (including derelict vessel identification and removal) for the **Florida Division of Emergency Management (FDEM)** following Hurricane Ian.



FDEM Hurricane Ian Debris Monitoring

Activated since October by FDEM, CDR|EM's debris management team of **329** personnel have monitored the removal of **2.4 million CY** of PPDR/CPDR debris (over 64,000 truckloads), plus **480** derelict vessels, throughout Lee, Charlotte, Collier, and DeSoto County. We have also performed over **9,200** Right-of-Entry Applications. Operations are ongoing.

15 YEARS of National Debris Removal Monitoring Experience

Debris Removal Monitoring Experience:

CDR|EM specializes in providing emergency management consulting services to state and local governments with a focus on disaster debris removal monitoring, which includes subject matter expertise with FEMA-PA Category A obligation and reimbursement, FHWA Emergency Relief (ER) Program, and NRCS.



Our experience expands beyond the Florida Peninsula and has involved varying debris generating events, which have ranged from upwards of 20 million cubic yards (CY) to as little as 20,000 CY. We have performed debris removal monitoring services in **4 of the 10 FEMA Regions**. This work has also involved

Our experience includes debris removal monitoring projects in the following FEMA Regions:

- **Region IV – Florida**, Kentucky, Mississippi, and South and North Carolina
- **Region VI** - Arkansas, Louisiana, Oklahoma, and Texas
- **Region VIII** – Colorado
- **Region X** - Oregon

land and waterway debris removal monitoring, derelict vessel and abandoned vehicle removal, private property debris removal (PPDR), asbestos abatement, hazardous material removal, data management, hauler invoice reconciliations, project worksheet (PW) development, and Federal Highway Administration (FHWA), National Resources Conservation Services (NRCS), and FEMA Public Assistance (FEMA-PA) grant management. Our key staff are well versed in all aspects of debris management planning, debris removal monitoring, and regulatory compliance. Our team is fully capable of mobilizing

resources within 24 hours of a Notice to Proceed and conducting all operations consistent with the Stafford Act, 44 C.F.R., and FEMA Public Assistance Program and Policy Guide (PAPPG). Additional information about our experience follows.

Florida-based Experience: Following Hurricane Ian's landfall, FDEM activated **CDR|EM** to provide a host of disaster response and recovery services, including State and local EOC Staff Augmentation, Shelter and Alternate Care Site Management, and Debris Removal Monitoring. We have been providing debris removal monitoring services since last September. Our work involves assisting with the location, type, and ownership and removal of derelict vessels as well as every other category of debris removal in **Lee, Charlotte, Collier, and DeSoto County**. We have performed disaster debris removal monitoring services throughout Florida, as well as 13 other states, where we have overseen over **35 million CY** of debris removal in the past 10 years.



The Marshall Wildfire destroyed or severely damaged more than 1,000 homes and 30 commercial structures.

Land and Waterway Experience: Prior to our **FDEM Hurricane Ian** work, we managed the debris removal monitoring operations for the Oregon Department of Transportation (ODOT) following their historic 2020 wildfire season; Marion County, Oregon, following a severe winter storm in late 2021; and most recently for the Colorado Department of Public Safety (DPS), following major wildfires (Marshall Wildfire) in Boulder County. Over the years, we have performed land and waterway debris removal monitoring services following catastrophic hurricanes and severe storms in the states of **Florida**, Colorado, Kentucky, Louisiana, South Carolina, and Texas.

NASSAU COUNTY, FLORIDA

RFP NO. NC-23-04634, HURRICANE/ FIELD

DEBRIS MONITORING

CDR|EMERGENCY

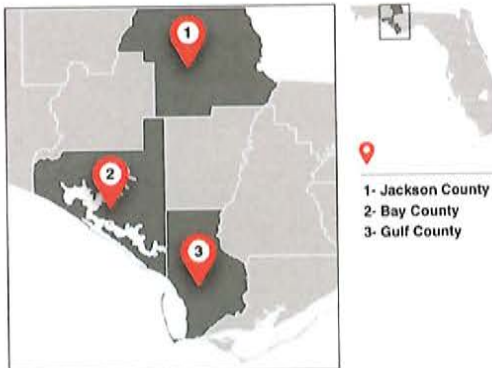
MANAGEMENT

Hurricane Ian Experience: Since making landfall as a Category 4 Hurricane, **CDR|EM** has provided monitoring of debris removal from land and waterways throughout the Ft. Myers area and in Charlotte, Collier, and DeSoto County. We assisted FDEM in developing its Debris Management Plan, providing environmental planning, as well as standing up, staffing, and operating the EOC Call Center. Our services include PPDR, commercial property debris removal (CPDR), titled property and derelict vessel identification and removal. We are presently monitoring crews from 7 debris removal contractors across 4 counties and have documented removal of approximately **2.4 million CY of debris**, as well as **480 derelict vessels**. We are currently maintaining a workforce of **329 personnel** (peak 366).



Our Debris Management Team has monitored the removal of 480 derelict vessels.

Hurricane Michael Experience in Florida: Commencing in 2018, **CDR|EM** managed four separate debris removal monitoring operations in three different counties (Bay, Gulf, and Jackson) following Hurricane Michael's devastating winds. In Bay County, our debris management team oversaw a \$300 million debris removal operation involving **19.5 million CY** of debris, which at the time was the largest "locally led" debris mission in the country. This included oversight of two debris monitoring firms and performing 100% validation of both hauler and monitor invoices to ensure FEMA reimbursement. For Category A debris removal operations, our staff successfully assisted Bay County in recovering over \$160 million (80%) in obligated debris removal costs within the first 12 months of operations. In Jackson County, our team provided debris monitoring and recovery services for



the Florida Caverns State Park (Caverns), where Category 5 winds destroyed more than 90% of the thick canopied forest surrounding the Caverns, and 60% of the infrastructure had been damaged or destroyed, with floodwaters depositing significant silt and mud in the cave system. Within 72 hours of tasking, **CDR|EM**

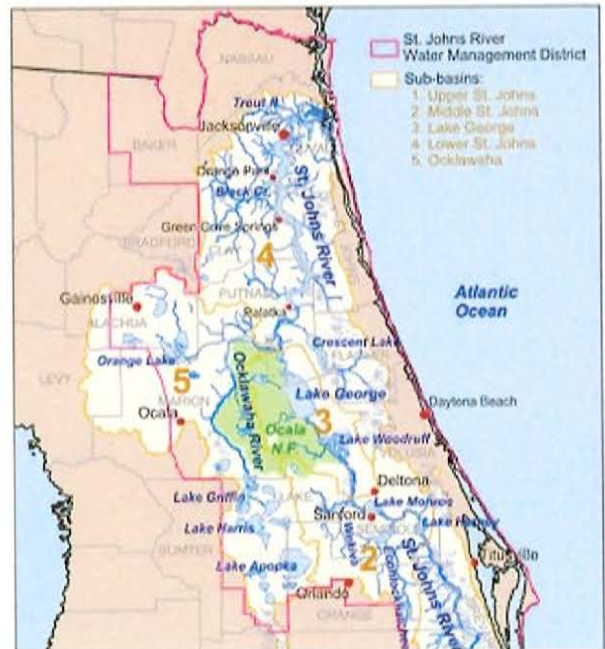


NASSAU COUNTY, FLORIDA RFP NO. NC-23-034, HURRICANE/ FIELD DEBRIS MONITORING

CDR|EMERGENCY MANAGEMENT

began monitoring debris removal contractor operations. This included removal of damaged trees, stumps and C&D, roadway clearing, silt/mud removal from the caverns, building demolition, 24-hour burn operations, FEMA-PA PW formulation, and FEMA-PA invoice reconciliation. In Gulf County, our team performed debris monitoring services for St. Joseph Peninsula Park and Constitution Convention Museum State Park Project, which featured roadway and waterway debris removal monitoring, hazardous tree removal, sand and dune restoration, vegetative burn operations, and C&D removal. **CDR|EM** provided similar services in Bay County for St. Andrews State Park.

Hurricane Matthew and Irma Experience in Florida: Following Hurricane(s) Matthew and Irma, **CDR|EM** was activated by Florida Department of Environmental Protection (FDEP) to provide debris removal monitoring, vegetative burn operations, beach renourishment and sand dune restoration, as well as disaster cost recovery services. These projects consisted of overseeing hauling operations including land and waterway debris removal along the St. John's River and tributaries within St. John's, Clay, and Putnam County, the Barron River within Collier County, and overseeing beach re-nourishment and sand dune restoration projects along the eastern coastline. Using barges, more than **140,000 CY** of debris were removed from the waterways and its banks, eliminating navigation safety hazards to the residents and visitors that use the rivers for recreation and fishing. In addition to providing debris monitoring support, **CDR|EM** had been tasked with providing project and grant management. In this capacity, **CDR|EM** assisted in the coordination of data and documentation of multiple contractors by creating a SharePoint site in which all key stakeholders involved in the project could access project documentation. This feature allowed FDEP to receive real-time information and daily reporting of all contracted debris removal work. **CDR|EM** provided other services including assisting in preparing FEMA-PA Category A documentation for PW formulation and submission, validating, and reconciling debris hauler invoices, and preparing NRCS disaster recovery assistance grants.



Hazardous Tree Assessment Experience: In response to Oregon's historic wildfire season, **CDR|EM** was tasked by ODOT to develop criteria for how to evaluate burned trees to determine if they posed a threat to human life and safety. Only dead or dying fire-damaged trees were identified for removal. Covering ten fire boundaries, our team of arborists performed **131,965 hazardous tree assessments**, across nine different counties along more than 120 miles of centerline miles of roadway right-of-way. Unique to this project was the use of UAS (drones) to conduct assessments of hazardous trees from steep slope areas, where heights, steep grades, rocky ledges, and fallen trees created extremely dangerous conditions for personnel to conduct assessments. In



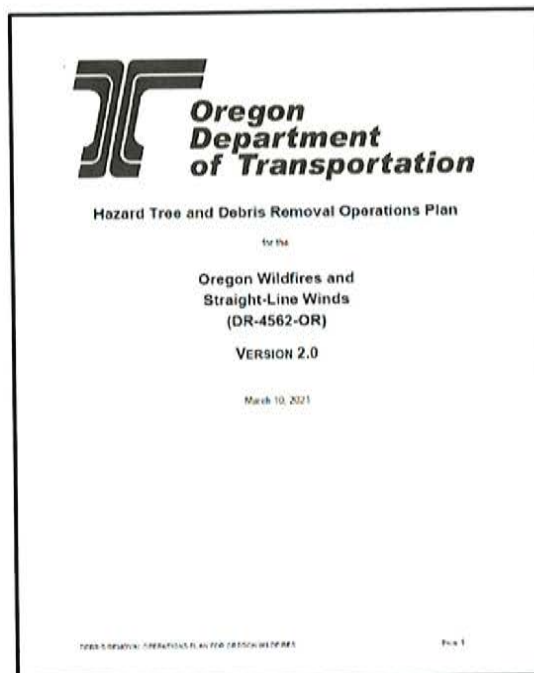
CDR|EM staff were in the field within 48 hours of activation monitoring first push debris collection along Oregon highways.

this situation our drones were outfitted with Light Detection and Ranging equipment to collect aerial data used by our foresters to identify trees posing a threat to roadways.

Development of Project Work Plans and Incident Action Plans:

Our team possesses the expertise to draft Project Work Plans for debris removal operations. In 2020, we drafted the ODOT's *Debris Removal Operations Plan (DROP)*, which included nine appendices (Archaeological Monitoring Scope and Inadvertent Plan, Inadvertent Discovery Plan for Cultural Resources or Human Remains, Built Environment Monitoring Scope and Discovery Plan, Air Monitoring Plan, Health & Safety Plan, Wood Chipping, Hazardous Building Materials and Ash Debris Sampling and Analysis Plan, and Sample Right-of-Entry) for debris removal activities following the Oregon's worst wildfire season. If needed, we can perform the same services for the County.

For each debris removal monitoring project, we produce a daily Incident Action Plan (IAP), which meets numerous ICS requirements for IAP reporting (e.g., ICS 202 and 202B) for the upcoming operational period. The IAP also includes a Safety Message Plan (ICS 208 form), Medical Plan (ICS 206 form), and Assignment List (ICS 204 form). As an organization, we have developed our own series of standard operating procedures (SOPs), which will be distributed to our employees, to execute the debris monitoring mission.



Services Second to None: Due to our history of **project management excellence and customer service**, we have earned standby debris monitoring service agreements with the *FDEM, Florida Department of Transportation (District 1, 5, and 7)*, California Department of General Services, Colorado DPS, North Carolina Emergency Management, and the Texas Department of Transportation. Our team consists of experienced, trained, and educated managers, supervisors, and support personnel to get the job done. Many of our employees include veterans of county,

municipal, state, and federal emergency management agencies.

We have several offices throughout Florida from which we service our existing local government and municipal clients including Miami, Maitland, Panama City, and Tallahassee. Our Tallahassee office is our hub for all emergency management contract administration and management. Our experience assessing and monitoring debris removal operations is at the forefront of our success.

NASSAU COUNTY, FLORIDA

RFP NO. NC-23-034, HURRICANE/ FIELD DEBRIS MONITORING

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2. Qualifications and experience of CDR|EM's debris monitoring team.

CDR|EM understands what it takes to successfully complete a debris monitoring project of any size and complexity. It includes operation and management of personnel and contractors, logistical support for staff, including travel, lodging, specialized equipment (ATVs, boats, GPS equipment, etc.), and training. During 2017 and 2018 we were activated by the FDEP to provide debris monitoring in response to Hurricane Matthew and a year later for Hurricane Irma. These projects consisted of overseeing hauling operations in six separate locations throughout the state, which included waterway debris removal for two of the most heavily impacted counties in Florida (St. Johns and Collier County). In 2020, we were chosen by the ODOT to oversee the statewide wildfire debris removal operations with a staff of over 400. At present, our debris management team of **329 personnel** are monitoring debris removal operations in the Lee, Charlotte, Collier, and DeSoto County on behalf of FDEM in response to Hurricane Ian.

Debris Monitoring **EXPERTISE** includes:

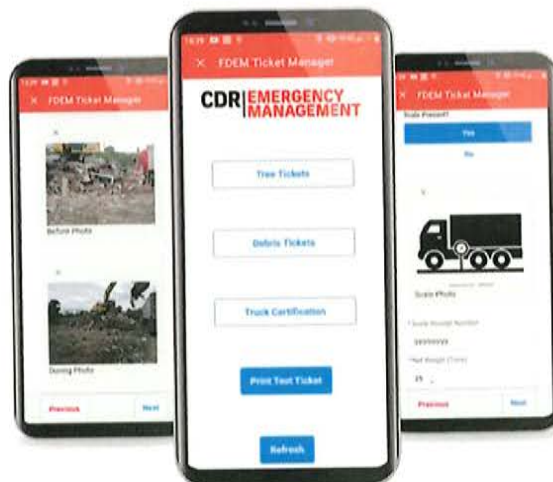
- ✓ Land and Waterway Debris Monitoring
- ✓ Truck and Equipment Certification
- ✓ PW Formulation and Invoice Reconciliation
- ✓ EHP and Regulatory Compliance
- ✓ Hazardous Tree Assessment
- ✓ Duplication of Benefits
- ✓ PPDR and ROE
- ✓ ADMS and Reporting
- ✓ QA/QC

CDR|EM has opened over 9,200 ROE applications for Hurricane Ian debris removal operations.

PPDR/CPDR and ROE Experience: Our team has vast PPDR/CPDR and ROE experience, which includes drafting a request letter for PPDR/CPDR approval, securing ROEs, documenting all PPDR removal costs, and answering Request for

Information (RFI) in accordance with the Stafford Act, 44 C.F.R., and FEMA PAPPG. As soon as a PPDR request is approved, the **CDR|EM** team will begin coordinating with property and landowners through our Call Center to obtain ROE authorization to remove debris.

Automated Debris Management System (ADMS) and Operational Reporting: Our ADMS, **CDR DisasterPro™** is arguably the most comprehensive and robust debris documentation system in the industry. It is customizable to meet any need. It is enhanced with Geographic Information System (GIS) Mapping tools and Dashboard reports that visually illustrate roadway closures, collection status by road segment, daily and cumulative CY collected, etc. for County leadership to monitor data collection, reporting, and overall work progress. **CDR DisasterPro™** also allows our clients to track payment approvals and their impacts on PWs and Purchase Orders. This information is available real time to the County, contractors, and other stakeholders, 24/7 via a web-based portal. Our team will produce a daily report, submitted by 0600 hours on the following calendar day, which will include CY collected by debris type, cumulative totals by debris type, total debris tickets issued, total number of truckloads, etc. We also produce a weekly report as well as a final report when debris removal operations wrap up.



NASSAU COUNTY, FLORIDA
RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING

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Summary of **CDR|EM** Demonstrated Debris Removal Monitoring Experience and Project Performance.

TABLE 1 EVENT CLIENT CONTRACT AMOUNT	YEAR	CUBIC YARDS	HAZARDOUS TREES	C&D	HHHW	WATERWAY	WHITE GOODS	SOIL / MUD / SAND	VEHICLES / VESSELS	VEGETATIVE	PRIVATE PROPERTY / ROE	FHWA
DR-4673-FL Hurricane Ian FDEM Contract Value: \$94M	2022	2.4M*	-	-	-	-	-	-	-	-	-	
DR-4634-CO Marshall Wildfire County of Boulder, CO Contract Value: \$30.3M	2022	639K	-	-	-	-	-	-	-	-	-	
DR-4599-OR Winter Storm Marion County, OR Contract Value: \$1.8M	2021	30K	-	-	-	-	-	-	-	-	-	
DR-4562-OR Wildfires Oregon DOT Contract Value: \$125M	2020	98K	-	-	-	-	-	-	-	-	-	
DR-4399-FL Hurricane Michael Bay County, FL Contract Value: \$10M	2018	7.5M	-	-	-	-	-	-	-	-	-	
DR-4337-FL Hurricane Irma Collier County, FL Contract Value: \$2.8M	2017	4.5M	-	-	-	-	-	-	-	-	-	
DR-4337-FL Hurricane Irma FDEP, South FL Contract Value: \$2.1M	2017	91K	-	-	-	-	-	-	-	-	-	
DR-4283-FL Hurricane Matthew FDEP, Central FL Contract Value: \$375,000	2016	20K	-	-	-	-	-	-	-	-	-	
DR-4166-SC Winter Storm South Carolina DOT Contract Value: \$8.9M	2014	4.5M	-	-	-	-	-	-	-	-	-	
DR-4177/4337-FL Jackson County, FL Contract Value: \$375,000	2013	50K	-	-	-	-	-	-	-	-	-	
DR-4145-CO Severe Flooding Larimer County, CO Contract Value: \$125,000	2013	45K	-	-	-	-	-	-	-	-	-	-
DR-4080-LA Hurricane Isaac Louisiana DOT Contract Value: \$325,000	2012	212K	-	-	-	-	-	-	-	-	-	
DR-1791-TX Hurricane Ike TXDOT Contract Value: \$5.8M	2008	1.8M	-	-	-	-	-	-	-	-	-	
DR-1791-TX Hurricane Ike Texas General Land Office Contract Value: \$3.4M	2008	790K	-	-	-	-	-	-	-	-	-	

NASSAU COUNTY, FLORIDA

RFP NO. NC-23-034, HURRICANE/ FIELD

DEBRIS MONITORING

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MANAGEMENT

TABLE 1												
EVENT	YEAR	CUBIC YARDS	HAZARDOUS TREES	C&D	HHHW	WATERWAY	WHITE GOODS	SOIL / MUD / SAND	VEHICLES / VESSELS	VEGETATIVE	PRIVATE PROPERTY/ROE	FHWA
CLIENT												
CONTRACT AMOUNT												
*Hurricane Ian debris removal monitoring operations continue, and it is estimated that they will begin to wind down late summer.												

The following presents our project staffing and key personnel. Our key staff offer proven experience ensuring compliance with FEMA and FHWA reimbursement requirements and local and state regulations. Our experience and relationships in the State of Florida and FEMA Region IV act as "force multipliers" that foster clear and effective communication that leads to greater effectiveness when responding to disasters and seeking reimbursement of costs associated with debris removal operations.

SENIOR STAFF AND KEY PERSONNEL

The following synopsis provides an overview of the senior staff and key team members we propose for this solicitation.

Eric Knapp, Debris Project Manager. Eric possesses over 30 years of experience with debris management, contract administration, and engineering services. He is currently serving as the Debris Project Manager for our Hurricane Ian debris removal monitoring operations in Lee, Charlotte, Collier, and DeSoto County. Before joining CDR | Emergency Management, he served as Assistant Area and Deputy Area Commander on the Oregon Debris Management Task Force in response to Oregon's historic wildfire season in 2020, which burned more than 1.2 million acres and damaged or destroyed more than 4,000 homes. Over 131,000 hazardous tree assessments were performed, and a peak of 400 field personnel monitored the debris removal of approximately 16 million cubic yards of debris.

Distinguishing Qualifications:

- Direct Florida Debris Monitoring Experience
- Incident Command Expertise
- Large-scale debris operations
- FHWA Experience

Disaster Experience: 4 major disaster declarations.

Eric will serve as your primary point of contact and will be supported by Ronna Bennett, Deepali Datre, and David Papin for all debris removal monitoring operations. As stated above, Eric is leading our Hurricane Ian debris removal project for FDEM in Southwest Florida, where 2.4 million cubic yards of debris removal and 480 derelict vessels have been removed. This project involves land and waterway debris removal across 4 different counties, including debris removal from private and commercial properties. Our proposed team offers unmatched experience ensuring compliance with all applicable local, state, and federal regulations and requirements, as well as superior knowledge of FEMA Project Worksheet development. Eric will also be supported by a group of exceptionally well qualified and experienced Operations Managers and Debris Field Supervisors, capable of performing all aspects of planning and grants administration for the County when needed. Each has extensive experience serving local and state clients to recover from major disasters.

Ronna Bennett, Debris Operations Manager.

Ronna possesses 18 years of debris removal monitoring and FEMA-PA experience. She has served as a key team member in large debris monitoring projects from beginning to end, having a hand in all phases and activities associated with debris management. She has performed debris

removal monitoring work for multiple projects in the State of Florida. Through her experience she has developed a strong working relationship with clients and contractors to maximize recovery, minimize costs, and complete the project in a timely and safe manner. She continuously attends training and classes to expand her knowledge and stay current on policy. Her recent debris management experience includes serving on **CDR|EM** Hazardous Tree Assessment and Debris Monitoring Team in response to Oregon's historic wildfire season. Since March, she has been providing debris management guidance and technical support to KYEM and sister agencies as part of debris recovery work generated by recent severe weather events (DR-4630 and 4663).

Distinguishing Qualifications:

- Direct Florida experience.
- 18 years of Debris Management and FEMA-PA experience.

Disaster Experience: 17 major disaster declarations.

Deepali Datre and David Papin, Debris GIS, and Data Management. Deepali and David have 35 years of combined experience specializing in GIS technologies and debris data management. They have supported day-to-day collection of data from multiple means and integrating relevant GIS field data into maps for situational awareness tools used by our debris management personnel and the client decision makers. Deepali has worked on several large debris removal monitoring projects, including Hurricane Ian, and will be able to utilize her experience to create GIS products for real time situational awareness to assist county leaders and our debris management team make informed decisions. David has served as a Data Manager and Specialist on over a handful of debris removal monitoring projects and will be providing the team with an experienced Data Manager who will be responsible for the entry of daily load data and reporting. He will ensure that the County has all the documentation necessary for FEMA reimbursement of debris removal activities. Together, they will assist the team in developing a variety of applications for use on a project dashboard that applies to visual analytics or geospatially enabled analytics for the County's use in tracking project status. They will also support all facets of **CDR DisasterPro™** (ADMS) operations.

Debris Field Supervisors: A significant advantage of our team is the strength of our field leadership. They are the linkage that keeps operations running smoothly. The breadth of their experiences fuels our ability to rapidly respond to the communities we serve. The talent and drive of Debris Field Supervisors *Carl Jones, Charston Hoskin, Frederick Gibson, and Otis de Reyna* are key factors in our team's many successes. They will be responsible for overseeing and coordinating the day-to-day monitoring activities. The functions they will perform include:

- ✓ Schedule and deploy Debris Monitors at staging, collection, and disposal sites. This includes coordination with debris contractor crews and the County's waste management specialists.
- ✓ Resolve field operational, eligibility, and safety issues and communicate these issues and their resolution to the Operations Manager and the County.
- ✓ Provide liaison of daily activities with support staff, federal, state, and local regulatory agencies for assuring compliance with applicable permits.
- ✓ Oversee conduct of truck certifications, load measurements, and associated photo-documentation.
- ✓ Assist with review of daily ADMS records for accuracy, quantity tabulation and reporting.
- ✓ Verify adequate photo documentation of hazardous trees including leaners and hangers.

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Carl Jones – Carl has 7 years of experience performing disaster debris removal monitoring in Florida, Louisiana, Oregon, and Texas. He is currently on our Hurricane Ian debris removal monitoring team in Southwest Florida.

Charston Hoskin – Charston has 5 years of experience performing disaster debris removal monitoring services in the states of Florida, Oregon, South Carolina, and Texas. He is currently on our Hurricane Ian debris removal monitoring team in Southwest Florida.

Frederick Gibson – Frederick has 7 years of experience performing disaster debris removal monitoring services. He is currently serving as a Debris Field Supervisor on our Hurricane Ian debris removal monitoring team in Southwest Florida. He also supported debris removal monitoring projects for the Florida Department of Transportation following Hurricane Michael.

Otis de Reyna – Otis has 11 years of experience performing disaster debris removal monitoring and FEMA Public Assistance grant management. His debris removal monitoring experience includes major storm events including Hurricanes Ian, Sandy, Isaac, Ike, Gustav, and Irene, as well as ice storms in South Carolina. He is currently on our Hurricane Ian debris removal monitoring team in Southwest Florida.

CDR|EM “Advance Team” of Debris Monitors. As Floridians ourselves, we understand the nature of disaster recovery and emergency management requires rapid response. That is why every CDR|EM team includes Field Debris Monitors who are already trained and experienced in the use of our ADMS and knowledgeable of debris eligibility requirements, and ready to deploy into affected communities within 48 hours of notice. This ensures debris removal data is collected for first pass clearing of priority roadways and facilities so that potential gaps in reimbursement can be avoided. For large response efforts, we will begin recruiting, hiring, and training monitors from the local area to augment the team. CDR|EM currently has 329 staff, which consists of over 100 field and tower monitors.

See Attachment “9” for resumes of our core Debris Monitoring Management Team.

3. Overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

Safe, proper, and timely management of debris removal is an essential but often overlooked component of an emergency response or disaster incident. Debris management is also one of many competing priorities counties and states must manage during a disaster. It is important that disaster debris removal be properly managed to protect human health and property, comply with regulations, conserve disposal capacity, reduce injuries, and minimize or prevent environmental impacts. It involves advance thought, planning, and coordination among individuals at various levels of government and the private sector with experience and expertise in debris removal and monitoring. As a full-service emergency management consulting firm, CDR|EM has the capacity and capability to provide any planning service required by Nassau County.

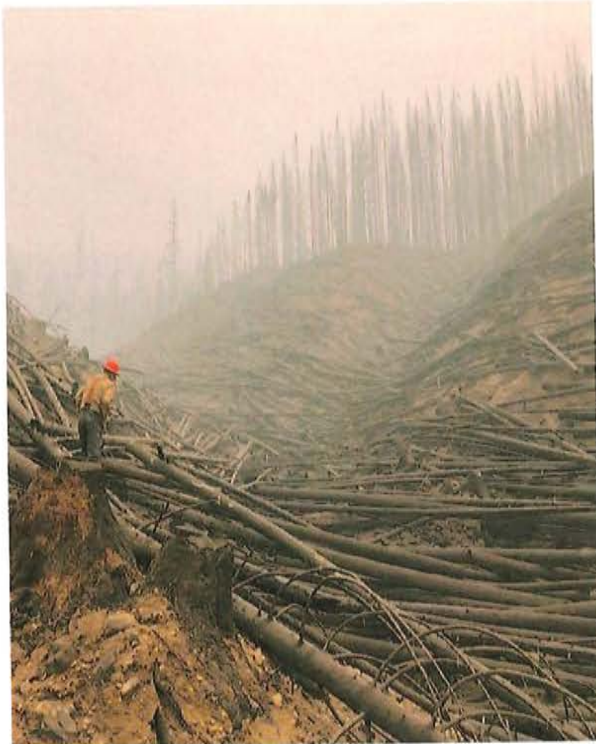


Photo of a CDR|EM arborist assessing damage caused by Oregon's 2020 historic wildfire season.

Our experienced debris managers and supervisors and planning specialists have extensive experience aiding our clients with the development and/or update and implementation of debris management plans throughout the nation at the state and local level. For example, in response to the **2020 Oregon Wildfires**, within 48 hours of executing a contract with the ODOT, **CDR|EM** had mobilized its Debris Management Advanced Team to the first area of operations and drafted the Debris Removal Operations Plan (DROP), which included nine appendices. An essential part of the DROP was provisions for creating site-specific Maintenance of Traffic (MOT) Plans in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) throughout the project lifecycle. Anytime debris removal activities impacted travel lanes, blocked roadways, or hindered traffic patterns, **CDR|EM** assisted obtaining required permits and ensured all warning signs were posted as required by local and state ordinances.

As a Florida-based company whose key staff live and work in neighboring coastal communities, we understand firsthand the hazards and risks of exposure to natural disasters that the residents and visitors face annually.

Over the past several years, the County has seen an increase in residential and commercial growth. This growth impacts the vulnerability of the community to hazards, primarily hurricanes, flooding, and other severe weather. To add value to your planning processes, our key staff have reviewed the County's Local Mitigation Strategy (LMS) for 2021-2025 and Comprehensive Emergency Management Plan (CEMP) for 2019-2023 to better understand the preparatory and mitigating steps taken to date by the communities' leaders and departments. This, in turn, helps us better identify areas where our planning and emergency management specialists can add value during participation in annual meetings and workshops intended for updating existing policies, guidance procedures and other information that may assist the County in responding to a disaster.

CDR|EM disaster planners and analysts will work collaboratively with the County and our debris monitoring staff to coordinate among the Departments of Solid Waste, Roads, Emergency Management, Procurement and Contracts, Development Services, Building, Housing, etc., as well as local municipalities to assist in maintaining current and effective debris management plans that will focus on clearing major transportation arteries to allow for the movement of emergency vehicles, traffic, and supplies to critical facilities. Points of emphasis will be on pre-identification of temporary and final debris collection and recycling sites, emergency environmental waivers and legal clearances, private property debris removal, ROE, hazardous waste and animal carcass disposal, vegetative burning, and vessel and vehicle debris removal.

CDR|EM will strategically and proactively work with the County to:

- ✓ Assess and Recommend Needed Changes to the County's Debris Management Plan and related Standard Operating Procedures (SOPs). **CDR|EM** has an abundance of experience supporting coastal communities that are at risk of hurricanes, flooding, tornadic activity, and wildfires.

Throughout the years, **CDR|EM** has helped counties and states develop and standardize numerous SOPs, including, but not limited to entry procedures for debris removal from private property, hazardous materials removal, vegetative burn sites, storm surge sediment residue sampling and management, water quality testing, and closure of disaster debris management sites.

- ✓ Identify Important Rules, Regulations, and Guidelines Enacted by FEMA and Other Agencies Governing the Disaster Debris Removal Process. Rules and regulations dictating operational procedures change periodically; therefore, it is important to ensure that the County's Debris Management Plan and related SOPs are reviewed and updated annually to reflect such changes.
- ✓ Assess previously identified Temporary Debris Storage and Reduction Sites (TDSRS). The **CDR|EM** Debris Management Team can assist with annually reevaluating TDSRS to ensure they remain viable candidates for TDSRS operations and are consistent with current sites preapproved by the FDEP and FDEP Guidance for Establishment, Operation, and Closure of Staging Areas for hurricane-generated debris.
- ✓ Ensure County's key personnel and contact directory are updated to reflect changes.
- ✓ Review Priority Road Lists and Road Maps. To assist in documenting debris removal operations and ensure federal funding, it is important to annually update road lists and maps to maximize FEMA-PA Category A or FHWA Emergency Relief Program funding. Improvements to the major transportation arteries should be noted to ensure movement of emergency vehicles, supplies, resources, and traffic. As the major arteries become clear, the sequence and priority for addressing collector roadways, residential/local roadways and public parks should be renewed.
- ✓ Validate Pre-Positioned Contracts. To ensure the County is prepared for any disaster, **CDR|EM** can conduct a review of all pre-positioned contracts to determine if they are compliant with local, state, and federal procurement policies and guidance, including documentation of their selection method.
- ✓ Meet annually with the County and its stakeholders to establish or review applicable policies and procedures, as well as provide workshops addressing disaster debris management. **CDR|EM** understands the importance of exercising plans to determine response and recovery capabilities. Our staff include professionals who have served as exercise designers, controllers, evaluators, facilitators, safety officers, and simulation cell controllers. Collectively, we offer decades of experience and familiarity with FEMA's Incident Command System (ICS) and National Incident Management System (NIMS).

A. Debris Monitoring Operations

We employ a systematic approach for every debris removal operation to ensure we are ready to serve the client. This begins with a **"four-step process"** to formulate an initial approach, common of all disaster recovery operations, which is tailored to the magnitude of each specific event, the contract specifications, and most importantly, assignment of personnel whose qualifications and experience are best suited for success of the monitoring and cost recovery operations. Throughout the development of an optimal approach, **CDR|EM** draws upon our cumulative experiences serving other coastal communities, especially within Florida, to ensure we address the requirements outlined by the County's, FDEP's, and FDEM's disaster clean-up and debris management plans.

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Key Elements of CDR|EM's Four-Step Approach Process:



Step 1: Pre-Event Coordination – This is arguably the most important step in the development of a successful Debris Management Plan. That is why the heart of our approach methodology is to provide maximum flexibility for responding to the impacts of all types of hazards. As illustrated by the County's Evacuation Map (page 2), this approach is especially cognizant of the areas likely to be most affected by tidal surge. Our experience serving counties in Florida following major debris generating events such as Hurricanes Ian, Michael, Irma, Matthew, and Hermine, helps us tailor our approach to minimize impacts to the transportation infrastructure vital to recovery with no need for a learning curve. Our pre-event coordination includes:

- ✓ Establishing Communication Protocols. We understand the importance of chain-of-command and effective communication during emergency situations. *First and foremost, CDR|EM will reach out to you anytime the County is within the "cone" of a 5-day hurricane forecast and will be on the ground with you within **six hours** of a Task Order.* We will ensure we provide person-to-person communication that is prompt and effective, as well as providing dashboard and digital data which can be accessed by County officials remotely on a real-time basis. CDR|EM Project Manager Eric Knapp, Operations Manager Ronna Bennett, and our key staff, are veterans of numerous debris removal monitoring operations. Eric and Ronna will serve as your primary points of contact for debris removal operations. They will establish immediate communication with the County's representative when there is a possibility of activation for coordination with the EOC, assembling debris management plans/updates and verifying emergency contact lists.
- ✓ Planning for Priority Roadway Clearing and Facility Access - focusing on the County's Specific Roadway Responsibilities. Early operations will implement measures to have debris removal monitors in place for clearing of the designated priority roadways and facilities such as hospitals, utility hubs, etc. We begin by staging CDR|EM "Advance Team" staff so that personnel can deploy as soon as conditions allow. We understand the "first pass" emphasis placed on clearing key roads, so our goal is to have people on the ground capable of monitoring work performed by County in-force labor as-needed, even before debris contractors may be mobilized. This helps ensure gaps in reimbursement are avoided. As debris managers our focus will be to assist in preparing for any debris mission that poses an immediate threat to public health and safety.
- ✓ Identifying Coordination Needs with Local Jurisdictions and Other (State) Agencies. We understand that following a disaster, there is an extensive list of agencies, municipalities, and utility service providers implementing emergency management/response plans. The public's best interest calls for our collective efforts to be well-coordinated, so we are as cost effective and efficient as possible. Our early coordination with the County will include development of a comprehensive coordination list which, at a minimum will include: FEMA and FHWA to ensure compliance with regulations and federal reimbursement programs; FDEP for environmental permitting issues; municipalities requiring assistance in clearing of debris from transportation routes to provide access for emergency response personnel, equipment and supplies in areas affected by an emergency or disaster; priorities for clearing and repair or reconstruction of transportation facilities (i.e., streets, roads, bridges, and waterways) necessary to restore transportation capabilities; and clearing and restoration of roadways providing access to critical public facilities and services, including but not limited to electricity, potable water, sanitary sewer, storm water systems, natural gas and telephone services.

- ✓ Tailoring Debris Removal Operation Plans and Support Processes to meet the Unified Local Mitigation Strategy. CDR|EM has an abundance of experience supporting coastal communities. Our Once priority roadways and facilities are cleared, sufficient resources will orient on situational requirements and requests from local jurisdictions. Further, we will adjust debris removal monitoring plans based on the severity of post-storm conditions and actual damage assessments.



Step 2: Mobilization – This is where the rubber meets the road and the CDR|EM Debris Management Team's ability to quickly mobilize and become fully operational sets us apart from other debris monitoring firms. *Our Advanced Debris Management Team functions like a "rapid deployment" force and will mobilize within the first 48 hours of an event.* Our key staff and rapid deployment monitors will be staged just outside of harm's path so we can be on site immediately following a disaster. We will be ready to perform the monitoring, documentation, and coordinating functions required by the contract, based upon the evolving site conditions to support the County while assuring compliance with federal debris removal programs (FEMA, FHWA, NRCS, etc.). During mobilization we will:

- ✓ Refine the Scope of the Disaster Debris Recovery Activities. Our staff will meet with the County debris managers to finalize task work order documentation, establish an operational workspace, assist with field debris/damage assessments, and begin the logistical process of deploying equipment and supplies to support the mission.
- ✓ Verify approved Debris Management Sites are identified. Our team will ensure the pre-approved emergency debris sites are identified for use and be prepared to assist with any required permitting issues. Whenever necessary, our rapid deployment monitors can concurrently stage with debris contractor cut and toss teams, ready to monitor first pass activities on designated priority routes as soon as it is safe to begin operations.
- ✓ Implement the Work Plan and Staff On-Boarding Process. As debris assessments begin coming in, CDR|EM will coordinate with the County to determine how many separate areas and teams should be deployed. Events generating relatively small amounts of debris can be monitored with existing staff operating from a single location but, we know from our previous experiences such as within Lee County following Hurricane Ian, that a major hurricane can impact every part of the county and require significant staffing levels. We will tailor on-boarding of team members to fit each situation.
- ✓ Provide the necessary Logistics to Support the Response. CDR|EM logistics staff are battle tested, proven experts in our trade. We relish opportunities to respond in support of communities in need, regardless of how far they are from our own homes. *When residents of the County are dealing with safeguarding their homes and families from disaster, we will step up.* As shown most recently by our response to Hurricane Ian, CDR|EM was able to mobilize our personnel, and the equipment and supplies they needed to begin disaster recovery activities in support of FDEM's mission within 48 hours.



Step 3: Operations – This is where CDR|EM's Debris Management Team builds upon our mobilization momentum to become fully operational. *We will be fully operational within 72 hours of a Notice to Proceed and ready to perform the monitoring, documentation, reporting and coordinating functions required by the contract, based upon the evolving site conditions to support the County while assuring compliance with local, State and Federal regulations and FEMA's PAPPG v4 and Public Assistance Debris Monitoring Guide (2021) as well as FHWA (if applicable).* We will:

- ✓ Recruit, hire, and train debris monitors according to need. For a major response, and after careful consultation with the County, we will begin with recruiting, hiring, and training as many local staff from affected areas as possible. Doing so helps the community members recover when normal business operations are temporarily halted and infuses a degree of "local knowledge" to the team. Minor responses will be performed by existing team personnel.
- ✓ Supervise field operations and establish a QA/QC procedure to ensure the veracity of operations. Our monitor supervisors and monitors will supervise the debris removal contractor crews based upon the requirements of their contracts. We will document and generate reports capturing debris removal monitoring operations, including the type, frequency of reporting, and format. Prior to activities starting, we will schedule a meeting with debris removal crews and haulers to review debris management sites, staging and reduction areas, removal limits, traffic control standards, and clarify roles, responsibilities and requirements outlined in their contract. This initial step prior to the commencement of fieldwork will significantly mitigate the occurrence of misunderstandings, disagreements or causes for claims during operations.
- ✓ Create a client web portal to secure and store debris removal collection information and provide access to County and other designated stakeholders. A County specific project dashboard will be created, and our ADMS will be updated to assist in the assimilation of data for County and FEMA financial reporting requirements. This will aid in dissemination of information on debris removal progress to key decision makers in the County.
- ✓ Resolve Issues. CDR|EM staff will identify, track, resolve, and document issues and how they were resolved. This includes performing a comprehensive review, reconciliation, and validation of debris removal contractor invoices and records prior to submission.



Step 4: Demobilization/Close-out – During demobilization, CDR|EM has successfully closed out many disaster debris removal projects for our clients resulting in a 100% reimbursement rate. During the close-out phase, we will:

- ✓ Scale-down (Demobilize) Staff and Resources accordingly. As debris volumes diminish and debris recovery activities begin to slow, we will right-size our staff to maintain an effective but efficient field posture. We will also ensure debris removal contractors have restored staging areas to their previous condition and have complied with contract specifications.
- ✓ Finalize and Deliver all Documentation to the County to support federal reporting and auditing requirements. Our Team will coordinate with the County's Public Assistance Officer to provide PWs and other pertinent reports as required for reimbursement by FEMA, and FHWA's MSAR and any other applicable agency for disaster recovery efforts identified by the County. We will complete all final reports.
- ✓ Provide support as necessary, including Data Management or Audit Support. Upon request we will prepare presentations, indexing, or data reevaluations, or provide necessary appeal support.

B. Resources And Staffing

We are a full-service emergency management, health, and transportation engineering firm based in Florida. We have more than 1,000 multi-disciplined personnel on staff with wide-ranging expertise who have managed over \$2.6 billion in emergency management contracts. In addition to our full-time roster, CDR|EM maintains a network of more than 1,100 on-call debris disaster planning and debris removal managers, supervisors, and monitors.

CDR|EM is committed to meeting the County's debris monitoring and disaster planning service needs in accordance with the management staffing and key personnel proposed herein. Our staffing and technical approaches are designed to be scalable to effectively respond to both minor and catastrophic disaster debris generating events. Our overarching goal is to adjust our staffing according to the County's changing needs throughout the recovery process. Efficiency is achieved by utilizing personnel who have exceptional experience performing debris recovery monitoring in Florida and across the country.

C. ADMS Monitoring System

CDR|EM has invested substantial resources in technologies that support the efficiency of our debris removal monitoring operations. We have incorporated the collective experiences of our senior level staff over multiple successfully completed disaster recovery and response missions to ensure that our debris removal operations and ADMS efficiently and effectively document eligibility for reimbursement under FEMA PA grant funding. Our ADMS (**CDR DisasterPro™**) can document all work activities from point of debris collection to final disposal to ensure that all work is carried out in compliance with PA guidelines and all applicable Federal, state, and local laws and regulations.

CDR DisasterPro™
Automated Debris Management System

It combines software, hardware, and a communications infrastructure to capture and manage data, and generate reports and has been designed to meet the USACE ACI standard for ADMS as part of its Advance Contracting Initiative. It can document a variety of debris removal activities and programs, including:

- Truck Certifications
- Right-of-Way Debris Collections
- Hazardous Tree Removal (Leaners, Hangers, Stumps)
- Demolition
- Load/Disposal Tickets
- PPDR

CDR DisasterPro™ is modeled after a proven debris monitoring method that utilizes a combination of handwritten paper tickets, electronic databases, and GIS. The ADMS follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. The use of handheld devices and software add a new level of documentation and security features which include enhanced fraud detection and auditing capabilities to significantly reduce potential for fraudulent activities that could result in costly de-obligations.

CDR DisasterPro™ also provides real-time access to all aspects of debris removal operations through a central database. Data is fed to the database in real-time by debris removal monitors with handheld devices. Users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, ROE number, and other required documentation. This allows our team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for data entry clerks to enter paper tickets manually.

A key feature of our ADMS is the use of electronic tickets and truck certification modules. The "Debris Collection" module allows for the almost instantaneous processing of load tickets, ensures that all necessary fields are complete, and allows for near real time reporting.

PERFORMANCE METRICS	DAY	PROJECT
Total Loads	324	27 566
Total Trucks Operating	66	356
Average CuYds Per Load	53.07	46.88
Average Load Call	64%	66%
Max Load CY	118.8	124
Min Load CYss	7.15	0.85

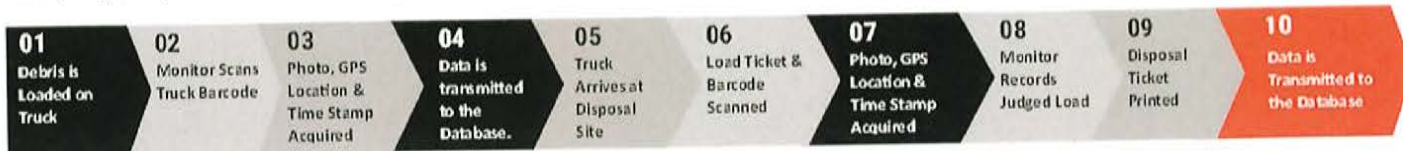
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Although tickets are issued electronically, paper tickets along with signatures are also provided for record keeping purposes. In summary, here is how it works:



With the click of a button, our clients and stakeholders will be able to visualize disposal site status, discern cumulative debris hauled, locate staging areas, and know when contractors have gone through an area, etc., by simply viewing the map and/or generating customized reports. These maps are made available via a web-based project website with authorized access rights.

Key Components Simplify the Work of Debris Monitors and Data Auditing.

Truck Certifications: The ADMS truck certification process registers authorized debris hauling vehicles and equipment by capturing digital images and submitting electronic certification forms. Vehicle certifications identify the project and contract holder. Individual pieces of equipment are permanently tied to a unique bar code that is affixed to the bodies of the truck or trailer. Standard forms of measurement are utilized (feet and inches) to record the vehicle volume capacity utilizing industry standard equations in each registration record created. Each member of the certification team is issued a unique bar-coded ID that is scanned and becomes part of the certification form. The member certifying the vehicle must also sign the electronic form using the signature capture feature. The System automatically rejects vehicles that are not certified or associated with the current event. Certification records are available online, and in downloadable and printable form for authorized users. *The graphic above is representative of screen prompts shown on the CDR DisasterPro™ handheld devices the monitors will use in the truck certification module. This example is on our on-going debris removal project for our Hurricane Ian FDEM land and waterway debris removal monitoring project.*

CDR EMERGENCY MANAGEMENT		Truck ID: 101424									
		Contract: DR4673FL									
		<table border="1"> <tr><td>Prime</td></tr> <tr><td>Crowder Gulf</td></tr> <tr><td>Sub</td></tr> <tr><td>R.A.L. Services</td></tr> <tr><td>Certification Type</td></tr> <tr><td>Cubic Yardage</td></tr> <tr><td>Truck Type</td></tr> <tr><td>Dump Truck</td></tr> </table>		Prime	Crowder Gulf	Sub	R.A.L. Services	Certification Type	Cubic Yardage	Truck Type	Dump Truck
Prime											
Crowder Gulf											
Sub											
R.A.L. Services											
Certification Type											
Cubic Yardage											
Truck Type											
Dump Truck											
		Certified by: Tomas Hinds_FL									
Truck Certification DR4673FL Hurricane Ian											
Truck Driver: <u>Dagoberto Rodriguez Reyes</u> Phone #: <u>561-261-6948</u> License Plate: <u>QA7-BLK</u> License Plate State: <u>FL</u>	Tare: <u> </u> Capacity: <u>97.00</u>										
											
											

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Load / Disposal Tickets: The Debris Loading Site Monitor is responsible for collecting specific information about each load of debris. The Monitor will utilize their handheld device to scan the barcode on the truck placard. Scanning the barcode on the truck captures the unique truck identification number which is used by the database to relate specific information about the truck to the specific load. When the truck barcode is scanned, the handheld device automatically captures the current GPS coordinates along with a date and timestamp. The Monitor will then use the handheld device to take a digital picture of the loaded truck at the site and scan the barcode on a pre-printed paper ticket. The paper ticket is given to the truck driver and all information collected for the load is wirelessly uploaded to the database. *The Debris Ticket above shows an **CDR DisasterPro™** ADMS generated load ticket on our on-going Hurricane Ian debris removal project for FDEM in Lee County.*

CDR EMERGENCY MANAGEMENT		Ticket ID	10069383	From	Address Environmental Services
		Truck ID	101170	Sub	CDTC
				Truck Capacity	45,000

Debris ticket		DR4673FL Hurricane Ian	
Debris Ticket Type	Waterway	Load Cat #	0
County	Lee	Cubic Yards	38.250
City	Fort Myers	Net Tons	
Address		Net Pounds	
RDE ID		Mileage	20.146
Load Date	01/30/2023	Load Time	15:49
Load Lat	26.4554469000	Load Long	82.0859134000
Load Monitor	Travis Henry	Disposal Date	01/30/2023
		Disposal Lat	26.6102190000
		Disposal Long	81.7510291000
		Disposal Monitor	David Dykes
Debris Type	CAD	Disposal Time	17:53
Disposal Site	LEE COUNTY GULF COAST LE DMS	Unit	Cubic Yards
		Payable Quantity	38.25
		Forwarded Yards	0.000 / 770.619


Before Load	During Load	After Load
		

The collected data will be processed through mobile communications platforms or field offices, and then downloaded to our servers and processed through our ADMS system. The information is then displayed graphically and disseminated via our customized web-interface.

Hazardous Trees, Leaners, Hangers, and Stumps: One of the most contested debris items of storm events are the removal of leaning trees, hanging limbs, and fallen trees, including those in canals or waterways. **CDR|EM** follows the latest edition of FEMA's Public Assistance Monitoring Guide regarding proper documentation and removal of all leaners, hangers, and stumps. Our ADMS system provides for the electronic documentation of these items. *The adjacent e-Ticket is an example from our debris removal monitoring project for Boulder County in Colorado following the Marshall Wildfire.* Within the ADMS, leaning and hanging trees are issued serialized, barcoded tickets. These tickets serve as a physical receipt for the driver. Electronic images of leaners, hangers, stumps, and all other data are transmitted back to the Central Database for real-time viewing. In addition, our crews are specifically trained to take the necessary GPS coordinates, measure the diameter of the stumps, photos, and signatures necessary for reimbursement.

CDR EMERGENCY MANAGEMENT		Removal Date	04/25/2023
		Monitor	Maxwell Richard

Stumps		DR4673FL Hurricane Ian	
Ticket	2023425177540 R00040	Address	140 RF 4th St
Time	17:28	RDE ID	19.00
Removal Type	Excavator	Parcel Number	12482904002120300
Debris Ticket Type	PFDH	County	Lee
		Latitude	26.5865830000
		Longitude	-81.9707041000

Before Removal	Diameter Photo	After Removal
		

Servers and Database Management: We design our file servers to have redundancies to ensure data is not lost. A designated 'failover' server is geographically remote and served by different ISPs, so it remains

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accessible if the primary fails or there is a regional communications outage. Upon completion of a mission, a copy of all data collected will be delivered to the County in Microsoft Excel and PDF format.

Data Visualization & GIS Geo-Fencing: CDR|EM's GIS professionals and data managers continue to expand our GIS resources and capabilities to better support debris removal management. This includes increasing methods for better providing spatial location information such as roadway responsibility designators, boundaries, etc. Each deployment includes a GIS/Data Manager capable of configuring the system with interactive mapping features that allow users and clients to view debris collection data for assessment.

Our Project Web Portal contains numerous Map Viewers that put documentation and reporting details at your fingertips. The map below shows an example Roadway Status Viewer that combines debris status (Cleared – debris removal complete, or Not Cleared – debris removal incomplete) and roadway closure status (open or closed to traffic). Knowing the closure status of priority roads is especially helpful to the EOC staff and may save valuable time as emergency response or repair crews, as well as maintenance or debris teams are being dispatched. The CDR|EM team will work with the County to coordinate communication and assessment procedures for tracking and reporting roadway closure status. We will also work to tailor all reporting tools in a way that best supports the County.



Field Equipment: We have hundreds of handheld devices that are readily deployable with our ADMS. Our ADMS is designed to be easy for people to operate. The issue of simplicity is enormous because large volumes of users are typically hired in short periods of time. Our ADMS reduces human error and provides accurate data visibility to all stakeholders. This helps to ensure that a federal government audit, which can be performed even years after the monies are awarded, finds that data, images, and GPS requirements meet and even exceed federal requirements.



Staff Scheduling / Labor Hour Tracking System: CDR|EM works closely with the debris removal contractor daily to ensure we have monitors in place to document field activities. *We currently utilize Aladtec employee scheduling software to assist monitor supervisors and operations management staff to match personnel based upon skill, availability, and their proximity to the contractor's planned crews.* This allows monitors to enter their timesheets via cell phone or tablet and sends text and e-mail notifications to the scheduled staff of their report times and places for upcoming operational periods. Field supervisors can schedule monitors to report to pre-designated rally points to receive safety and operational briefings along with daily operations maps. Daily adjustments to schedules can be accommodated in the system with real-time notifications between supervisors and monitors. This system is a game changer for large operations covering vast distances as it allows us to dispatch monitors directly to crew locations, saving time and expense.

CDR|EM's Work Plan and the procedures we have outlined below provide the County with a description of our capabilities and activities that will:

- (1) Provide end-to-end services to complete the work.
- (2) Manage the project with qualified, competent, and experienced professionals and specialists.

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- (3) Recruit, train, and support the community in their recovery efforts.
- (4) Meet project deadlines and expectations; and
- (5) Provide detailed and accurate reporting and mapping to support decision-making and maximize the federal reimbursement of services.

D. Training and Onboarding

Should the severity of a debris generating event necessitate large deployments, we will immediately begin augmentation of our proposed Debris Monitoring Management Team, particularly by recruiting, onboarding, and training of new monitors. In our experience, this has ranged between a few dozen to hundreds of employees. Prior to each hire, in addition to E-Verify, we will conduct a drug background check, run a Motor Vehicle Report, verify motor vehicle insurance coverage, and initiate a drug screening.

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DEBRIS MONITOR TRAINING MANUAL	
TABLE OF CONTENTS	
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1 CDR DEBRIS MONITORING OVERVIEW, AUTOMATED DEBRIS MANAGEMENT SYSTEM	1
Reference 1A FEMA Public Assistance Collection Monitor Manual	193
Reference 1B FEMA Public Assistance Disposal Site Monitor Manual	203
Reference 1C FEMA Public Assistance Truck Certification Manual	218
2 FEMA MONITORING YOUR DEBRIS OPERATIONS	230
3 CDR MAINTENANCE OF TRAFFIC (MUTCD – FDOT GUIDELINES)	311
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Once the individual is onboarded, they will receive training, which will orient them to job safety, current debris removal eligibility, FEMA and environmental requirements, debris removal contract requirements, debris monitoring, and ADMS training. **CDR|EM's Debris Monitor Training Manual Table of Contents, shown above, is a product of our experience staffing for over a dozen major disasters nationwide.** We maintain the Manual contents, as well as other debris operations support materials on the Project Dashboard, so it is always accessible electronically by members of the debris monitoring team.

By utilizing our Mobile Command and Communication Center's outdoor video screen, we can train large groups of locally hired monitors at any location. Because of our hand-held, inherently user-friendly, and straightforward design (iPads), a typical training class usually lasts less than 2 hours. In a typical deployment, our Debris Management Team will arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the operation. We will also provide training for county personnel, either in person, or remotely, when needed.



In support of local recovery efforts, CDR|EM's employment policy prioritizes the hiring and training of field monitors from the local affected areas. Prior to being placed in the field, each monitor will participate in our comprehensive training program, including a PowerPoint "Monitor Quality Control

Training" presentation. They will be required to pass a rigorous, 25-question written exam, specific for each module. A standard test ensures that our debris monitors are up to date on current FEMA and FHWA (if applicable) guidelines concerning eligible and ineligible loads. We facilitate the training of prospective monitors in large or small groups, which can be conducted in person, or through our video conferencing system by qualified instructors. Each monitoring crew is supervised by a trained and experienced Field Supervisor.

Once a person has successfully completed their training, *each monitor will be outfitted with a Monitor Manual, safety equipment, smartphone and tablet, ticket books, as well as have on hand laptop computers to ensure digital documentation and communications using multiple media.* Most will use their own personal vehicles.

Debris operations staff receive similar training and will receive a copy of the following manuals:

- Debris Operations Manual
- Disposal Site Manual
- Safety Manual
- Truck Certification Manual
- FEMA Public Assistance Debris Monitoring Guides
- NRCS Guidelines

CDR|EM's Monitor Training Program specifically instructs monitors in the use of our ADMS during oversight of debris collection contractors, with emphasis on their collection site and disposal site duties, as well as the collection vehicle (truck) certification procedures. *Please note that CDR|EM's debris monitoring operations include utilizing existing employees for first push activities who have previous monitoring experience and who have completed the **FEMA IS-632.a, Introduction to Debris Operations** training.* Newly onboarded debris monitors will be added based on the needs of each debris generating event.

The following briefly explains the sections of the CDR|EM Monitor Training Program.

1 - CDR|EM Debris Monitoring Overview, ADMS: This section begins with an overview of debris operations. It addresses CDR|EM's organizational structure for supporting the County's debris removal operations and describes the roles, responsibilities, strategies, and procedures for verifying compliance with approved FEMA, state and local policies and guidance. Lessons focus on key issues affecting debris operations such as: types of debris; eligibility requirements; methods for managing debris removal; environmental considerations; volume and cost factors; and need for safety vigilance throughout each aspect of the operation. The second portion includes a detailed step-by-step instruction in the use of our ADMS system to ensure each monitor understands their role for maintaining real-time data and reporting of the link between the automated load tickets and TDSRS. **FEMA Public Assistance Reference Manuals are provided for Collection & Disposal Site Monitor and Truck Certifications.** These references are position specific and outline daily duties, planning guidelines, equipment requirements, and checklists.

2 - FEMA Monitoring your Debris Operations: This is a PowerPoint presentation that addresses details of quantity and volume calculations and lessons learned related to all debris types and commonly occurring clearance issues. Overview is provided for:

- Locations where debris is likely based on disaster type.
- Debris collection priorities.
- Debris Management Sites include recycling, sorting, reducing and disposal of the anticipated types of debris.
- Private Property and Commercial Property debris removal requirements and hazardous material

considerations.

- Hangers, leaners, and stump eligibility determination.

3 - CDR|EM Maintenance of Traffic (MOT): This section provides monitors with references they will need to ensure debris collection crews are utilizing appropriate temporary traffic control (TTC) devices when collection activities impact roadway use. We include the portions of the Manual on Uniform Traffic Control Devices (MUTCD) related to lane closures and flagging operations, as well as state specific MOT requirements. In the case of Nassau County, the FDOT Standard Plans Index 102 (Design Standard Index 600 series) is included to show the TTC devices and set up requirements that are to be utilized when debris collection/loading work occurs within roadway clear zones or warrant shoulder or lane closures. Monitors are taught to collaborate with the debris removal crew in advance of each daily operation to ensure the crew understands and has planned for MOT. Disputes over MOT requirements will be brought to the attention of their field supervisor for resolution.



4 - CDR|EM Waterway Debris Monitoring Operations: This section covers waterway debris eligibility and water safety issues.

5 - CDR|EM Debris Standard Operating Procedures (SOP): This section provides uniform guidance on CDR|EM's methodology for carrying out our debris monitoring responsibilities, our preparedness measures and final reporting. It defines the roles and responsibilities of our staff, organizational structure, and workflow. It contains a comprehensive list of processes, procedures, forms, and reference materials that are accessible on the project SharePoint site.

6 - CDR|EM Aladtec Scheduling, Timesheets, Reporting: CDR|EM utilizes Aladtec employee scheduling and timekeeping software to match staff based upon skill, availability, and their proximity to the debris contractor's planned crews. This allows monitors to enter their timesheets via cell phone or tablet, it sends text and e-mail notifications to the scheduled staff of their report times and places for upcoming operational periods. It allows field supervisors to schedule monitors to report to pre-designated rally points to receive safety and operational briefings along with daily operations maps. Employees are trained in its use, so they can conveniently record their hours from the field. Daily adjustments to schedules are also easily accommodated in the scheduling system with real-time notifications between supervisors and monitors. This system is a game changer for large operations covering vast distances as it allows us to dispatch monitors directly to crew locations, saving time and expense.

E. Field Operations And Contractor Staging

Our Debris Management Team will assist the County with the scheduling of all personnel including contractors, County staff, and of course our own force for deployment immediately after an event. Using the ADMS system and GIS maps we can create live maps displaying work forces, contractor staging areas, police, fire and roadway prioritization. The live maps will visually display the exact location of each work crew, EOC, and emergency response personnel. This will give the



County a real time situation analysis capability that helps develop a 'runway' of priority roadways for debris clearing.

Once operations commence in a specific area, **CDR|EM** will hold weekly coordination/tactics meetings with respective contractors, contractor subconsultants, the Environmental, Historical and Cultural Resources staff, the County's Public Information Officer, and the County Public Works staff. These meetings will be to provide status updates on the debris project area, operational period objectives, and details to meet objectives.

Daily Work Plans - For each debris monitoring project, we produce a daily Incident Action Plan (IAP), which meets numerous ICS requirements for IAP reporting (e.g., ICS 202 and 202B) for the upcoming operational period. The IAP also includes a Safety Message Plan (ICS 208 form), Medical Plan (ICS 206 form), and Assignment List (ICS 204 form). As an organization, we have developed our own series of standard operating procedures, which will be distributed to our employees to execute the debris monitoring mission.

Collection Site Monitoring - The **CDR|EM** Team will provide fully trained Debris Monitors to assure that proper and compliant documentation protocols are established and followed. At a minimum, one (1) Debris Monitor who is familiar with Federal eligibility requirements will be provided for every debris contraction field crew. Our Debris Monitors will perform loading point site inspection of debris cleanup and collection. We will provide Debris Monitors to inspect and control debris collection, utilizing load tickets, field logs, digital cameras, and other documentation as needed, and ensure that only eligible debris is loaded. In addition, each Debris Monitor will be furnished with a Loading Monitor ID identifying them as credentialed employees and a Collection Monitor Debris Management Guide. Prior to being placed in the field, they are required to participate in our comprehensive training program and are required to pass a 25-question written exam. Each Debris Monitor will be outfitted with a cellular phone, safety equipment, personal vehicle, ADMS equipment, and Collection Monitor Manual.

Debris Field Supervisors will oversee and coordinate the activities of all Field and Tower Debris Monitors, as well as verify debris eligibility and provide quality control on the field regarding load ticket completion and debris eligibility.

CDR|EM debris monitoring operations include the following:

- **Operations:** Each morning, Debris Monitors will report to a staging location for a briefing by the Project Manager or Debris Operations Manager. At this point, each Debris Monitor will receive equipment (hand-held ADMS unit, maps, etc.), safety gear (helmet, safety vest, etc.), as well as his or her assignment for the day.
- **Assignment:** A Debris Monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor.
- **Field Debris Monitor Supervision:** Field Supervisors will oversee and coordinate the activities of all Debris and Tower Monitors, as well as verify debris eligibility and provide quality control on the field regarding load ticket completion and accuracy, debris eligibility, responding to field monitor and debris removal contractor issues in the field, and maintaining a safe work environment.

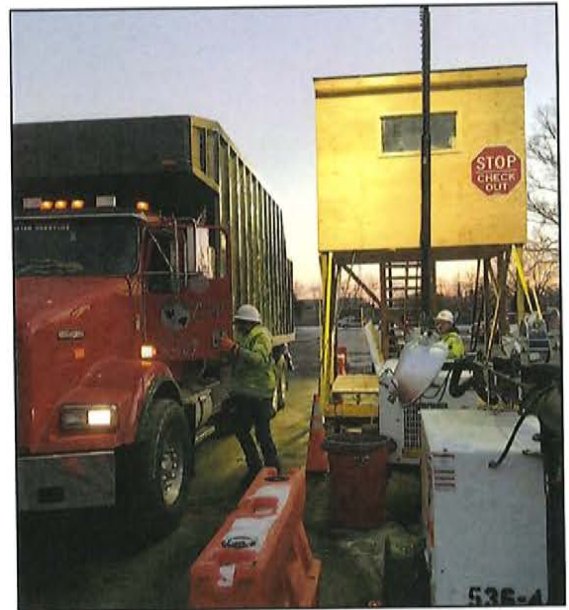
- **Debris Monitors:** A Debris Monitor is responsible for verifying the proper loading of debris into the debris removal contractor's certified loading container. They will document all debris removal operations and ensure that all debris removal work adheres to local, state, and federal regulations. A Debris Monitor is also responsible for bringing any issues that may arise during debris removal operations to the attention of their supervisor. If they have cause to pause operations, the Debris Monitor is instructed to refrain from issuing a ticket until the Operations Manager and the Field Supervisor can be consulted to determine whether operations can proceed.



CDR|EM Field Monitor preparing a load ticket for our Hurricane Ian debris monitoring operations in Lee County, Florida.

- **Scheduling:** We will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day.
- **Daily Closeout:** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and return their ADMS handheld units.
- **Contract Completion:** We will assist the County in completing the project within the timelines set forth in any Task Order, so long as the debris hauler contractor does not: (1) lack sufficient equipment to complete the work; (2) cherry pick debris removal; (3) delays invoicing of work; and/or (4) miss deadlines for debris collection.

Temporary and Permanent Debris Management Sites (DMS) - CDR|EM possess significant experience in developing Debris Management Plans, locating and emergency permitting of temporary and permanent debris management sites including debris burning, developing recycling and diversion initiatives once the reduced vegetative debris is collected and processed, and DMS remediation. We will assist with documenting the condition of the land before it is used as a DMS (original condition vs ending condition). Past use and ownership should be researched to document any issues regarding the existence of historic structures, archeological sites, or previous environmental contamination. If needed, we have Environmental Specialists who can assist in preparing baseline studies that can be used for an environmental evaluation to confirm the site has returned to a pre-activity state (test samples should be taken at the same locations as those of the initial assessment and environmental monitoring program).



CDR|EM will manage the inspection of the disposal or unloading sites, as well as provide all support services required by the County. At least two Disposal Site Tower Monitors will be assigned to each disposal site the County designates. Staffing numbers may also increase or decrease, depending on site

layout. We can also provide a Florida licensed truck scale calibrator to set up and calibrate any scales at the DMS or final disposal sites if necessary. As each hauler drops off debris, **CDR|EM** will ensure documentation remains accurate and complete with several daily audits by Project Managers and Field Supervisors to verify load call accuracy and consistency. Specific documentation kept by **CDR|EM** DMS monitors includes the following:

- **Load Ticket:** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log:** A Disposal Monitor Log will be used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets:** If the debris hauling contract is weight-based, tickets generated by the existing scales at the DMS will be digitized and cataloged by **CDR|EM**.
- **Incident Report:** DMS monitors will document any property damage, disputes, unsafe practices, or personal injury.
- **Photographic Documentation:** Our field supervisors will randomly and frequently visit a DMS and capture digital images of the site to general a timeline of disposal activities.
- **QA/QC of Field Tickets:** Our team will review and verify debris monitor work in the field.

Through our ADMS, we can provide near real-time operational data of DMS sites, including the total and available capacity of a site. The system also produces individual, as well as summarized reports of all sites. We will upload all DMS documentation to the SharePoint project file and file the hard copies in the County's project file.

PPDR - Since private property may be used as an access point or require removal on private lands, **CDR|EM** will assist the County and/or jurisdiction with the inspection, paperwork, and tracking of required FEMA documents regarding ROE. This includes:

- Coordination with FEMA Federal Coordinating Officer Determination of Eligibility
- Immediate Threat Determination
- Documentation of Legal Responsibility
- Right-of-Entry Form
- Photographic Documentation
- PPDR/CPDR Assessment Establishing the Property-Specific Scope of Eligible Work
- Documentation of Environmental and Historic Review

We track all ROEs and ROWs segments using **CDR SmartSheets™**, allowing for **CDR|EM** to identify priorities to be assessed and the respective subconsultant to respond with assessment completions and notes to be included on Task Orders.

We will ensure that our team coordinates review by the Cultural Resource Monitors and Environmental Specialists to comply with wetland restrictions, avoid impacts to endangered species, assess cultural significance, or environmental hazards for each ROE and ROW segment prior to Task Orders being issued. On our currently active projects, **CDR|EM** assembled work plans that included the PPDR questionnaire, ROE, all environmental reports regarding contaminants, natural and cultural permits/coordination requirements, and all maps identifying waters of the state, floodplain, and endangered species nesting areas. Work plans for each ROE were included in Task Orders allowing the field monitoring team and the debris removal contractor to have access to valuable information regarding the individual parcel where work was to occur.

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Tracking and Reporting Project Costs - One of the most frustrating aspects of the disaster recovery process is keeping track of individual project progress and cashflow. The dizzying and ever-increasing array of disaster recovery software projects in the market claiming to be the "perfect solution" is confusing and time consuming for clients. **CDR|EM** understands that clients do not have the time to learn a new system. As such, we have invested in providing clients with "User-Friendly for High Efficiency" solutions that not only promote efficiency and cost-effectiveness, but also align with the needs and capabilities of our clients. **CDR|EM's** fully MS Excel-based solutions have proven highly effective in tracking and managing projects and costs, identifying issues, and providing accountability and situational awareness. Since most of our clients use MS Excel on a day-to-day basis, there is little, or no training needed to implement. **CDR|EM's** solution has proven to be so effective that the Massachusetts Emergency Management Agency asked **CDR|EM** to develop these trackers to use for Sub-Applicants throughout the Commonwealth to aid in their next recovery.

Implementing a Health & Safety Plan - Because of the risks and hazards associated working around heavy equipment, including tree work, we will implement a Health and Safety Plan that will comply with all applicable OSHA, CDC, and State of Florida health and safety requirements.

To ensure the safety of field personnel, we will provide the following protective equipment:

- Hard Hat
- Safety Glasses
- High Visibility Safety Vest
- Hearing Protection
- Face Mask and Hand-Sanitizer/Wipes
- Gloves

We will also ensure that all field personnel report to work with long pants and protective shoes. Each monitor and supervisor in the field will possess a phone and will dress in appropriate weather gear (including the issuance of high-water boots or hazardous materials coveralls if needed). Bottled water and sunscreen will also be provided. In addition, our daily IAP for the upcoming operational period will consist of a Safety Message Plan (ICS 208 form), Medical Plan (ICS 206 form), and Assignment List (ISC 204 form) to promote a safe working environment.

Daily Reporting of Debris Removal Activities and Status Updates

- Our Debris Management Team will be responsible for documenting all debris removal operations and provide support documentation to the County, or designated entities. We will provide daily status reports of debris removal operations, including GIS maps showing the progress made as well as any other reports as directed by the County. Once operations have been completed, a final report will be provided to the County and other designated entities.



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Our team will produce a daily report, which will be submitted by 0600 hours on the following calendar day and will include:

- The daily cubic yards/tons or units collected by debris type.
- Cumulative totals in cubic yards/tons or units by debris type.
- Cumulative totals of debris tickets issued.
- Number of debris removal crews and equipment operating.
- Number of debris monitors in the field.
- Cubic yards/ton or units by debris type hauled to debris management sites, final disposal sites, recycling or salvage facilities or any other final disposal location.

We will also prepare a Weekly Report, which will be submitted by 0600 hours on the following calendar Sunday and will include:

- Summarize the daily reports for the previous seven (7) calendar days.
- Providing a daily average as well as cumulative breakdowns.
- GIS maps showing debris removal progress shall be provided weekly on a reoccurring day determined by the client.
- Electronic or scanned copies of all daily issue logs.
- Electronic or scanned copies of all new truck certifications – if no new truck certificates were issued then we will indicate that there were no new certificates issued within the past seven (7) days.
- Electronic or scanned copies of all tower site monitors logs (if applicable).

At the request of the County, we will prepare Interim Status Reports, which shall include the following information:

- Cumulative totals of debris, by cubic yards/tons or units, taken to either a DMS or final disposal location.
- Estimated completion date for all debris operations and an estimated percent complete for all debris operations.

A Final Report will be prepared and provided to the County, which will include, but not be limited to:

- A history of the operations.
- The locations of debris management sites used.
- Remediation and site closure activities, including any environmental reports or tests.
- The locations of final disposal sites, permits, recycling facilities, or salvage facilities used during operations.

Information collected and generated will be maintained on a secure database. We will organize, maintain, and provide the County electronic copies of documentation in a satisfactory manner. All documentation and information related to the project will be surrendered to the County and/or jurisdiction upon completion of the project. Lastly, we will coordinate documentation for FEMA and FHWA reimbursement funding requests with the County and the Florida Division of Emergency Management.

Daily Briefing Coordination - Effective communication and coordination will be critical for the success of the debris management operation. **CDR|EM**'s Project Manager will serve as the principal point of contact between the County and the Debris Management Team. Our internal communication will occur through

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face-to-face meetings, daily debriefing meetings at 0700 and 2000 hours, private meetings by telephone, e-mail, and internal correspondence.

We also intend to utilize web-based technology, which will provide a Debris Removal Home Page that will link our data and communication files so that we are able to ensure the free flow of information without duplication or the need for external transfer. Our web-based collaboration tools will allow debris monitoring personnel to securely access a Document Library, which will include project reports, work schedules, maps, FEMA Public Assistance Debris Management and Monitoring Guide, NEPA and other environmental guidance, debris training manuals, DMS permit data, debris hauler contracts and invoices, progress payment records, and other data. It will allow the County's Contract Manager and other authorized County staff to remotely access these records via a secure web-interface. Access will be granted to authorized users by applicable project as determined by the County.

F. Call Center Operations

CDR|EM understands that call centers can play a vital role in making sure the public have access to the appropriate information regarding debris collection activities. We will coordinate with the County to determine how our call center may be able to best augment the County's public information and disaster recovery needs.

CDR|EM currently provides Call Center services in Lee County where our staff is providing Hurricane Ian debris removal monitoring services. Our call center staff perform daily outreach to affected residents for coordinating ROE agreements for PPDR, as well as fielding questions from homeowners and/or requests for assistance related to ROE or debris removal questions. The call center is staffed 7 days per week from 9:00 am to 5:00 pm. To date, our Call Center of 39 personnel (45 peak) has fielded more than **33,000 incoming calls** and made over **41,000 outgoing calls**. *This specific Call Center outreach effort involves:*

- ROE Coordination for Debris Reduction Activities. The Call Center team was tasked with calling affected property owners to notify them of the County's decision that their home would be included in the debris removal program.
- ROE Opt-out Confirmations. The Call Center team contacted property owners to confirm their opt out preference if the ROE agreement reflected multiple or all opt-out options selected.
- Outreach-No ROE Coordination. Homeowners who previously had not submitted or been provided with a ROE agreement, whose property had been assessed as damaged or destroyed, were contacted to determine if they had interest in the debris removal program. If interested, the staff assisted in completing necessary ROE agreements before the deadline.

G. Other Technologies

Unmanned Aircraft Systems (UAS) - The **CDR|EM** Emergency Management team has utilized UAS (drone) and GIS technologies to track, map, survey, inspect, and manage debris monitoring projects to assist in quantifying debris estimates and help tell the disaster story for reimbursement. *Our team of highly trained professionals and top of the line equipment can quickly assess areas that are inaccessible and dangerous, eliminating the need to put people in unsafe scenarios.* By using our team of geospatial analysis and mapping experts along with certificated UAS pilots, we can work with our clients to ensure effective, quantifiable, and defensible documentation for FEMA as well as support of daily operations.

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Aerial data is an innovative solution to deliver sophisticated analytics and provide visual progress reports to stakeholders. With the use of UAS, we can collect information over large or difficult and dangerous to access areas, while minimizing disturbance to the environment. Our workflow requires fewer tools yet allows us to monitor operational efforts at a greater frequency with improved safety. *Use of drones to assess debris volumes in neighborhoods on or near flooded intercoastal waterways would allow faster collection of data, plus avoid the added hazards associated with launching and operating small boats.*

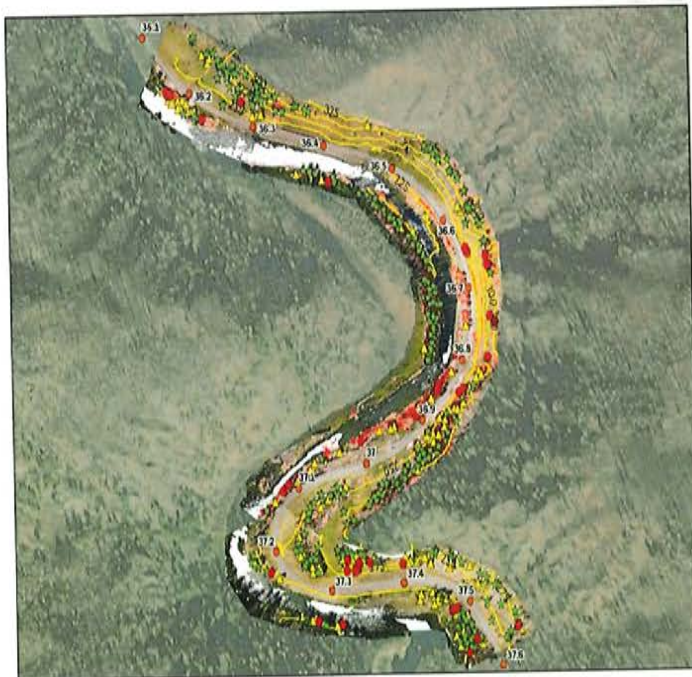
Our methodology is a simple and proven 3 step process:

1. Data Acquisition
2. Data Processing and Analysis, and
3. Data Collaboration

It is imperative to understand the goals of the project when planning for data acquisition. The workflow of data acquisition can be manual or automated, however creating automated flight plans increases efficiency, enhances flight safety, accuracy, and data capture quality.

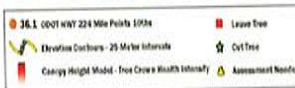
Working with our experienced pilots to assure a high level of data capture quality, we can then process the data to gain useful information. For example, we can calculate the difference between bare earth and first return LiDAR data to provide information such as tree height and character, building heights and orientation, aboveground utility alignment, a count of cars on the road, and even estimates of debris quantities.

Once debris removal is complete, we can re-fly an area to calculate and verify quantities of removal. Once data products have been produced, we use our suite of online ArcGIS



Riverside ODOT Hwy 224
MP 36.1 - 37.6
UAS Aerial Survey Site Map

Hazard Tree
Assessment &
Removal
Operations
Support



For the ODOT Wildfire Hazardous Tree Assessment and Debris Removal Contract, **CDR|EM** UAS teams were used to access and evaluate hazard tree removal areas from steep slope areas, where heights, steep grades, and rocky ledges, and fallen trees created very hazardous situations for personnel. We were able to utilize our drones, outfitted with Light Detection and Ranging (LiDAR) equipment to collect aerial data used by our analysts and foresters in the office, to identify trees still posing a threat to the roadway; those requiring further assessment; and those which could be left in place. Similar techniques can be used by our drone team to quantify debris along long stretches of highway in a fraction of the time needed from the ground or aide in performing damage assessments to roadways, overhead sign structures, bridges, lighting, and signalization components. If utilized, **CDR|EM** will work with the County to ensure effective, safe, quantifiable, and defensibility of aerial documentation for FEMA or FHWA reimbursement, just as we have for the ODOT project.

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platforms to share and collaborate with our partners and clients. On the following page is an example of the mapping services that our **CDR|EM** UAS TEAM performed for ODOT using our drones to collect aerial data from steep slopes.

4. Financial Stability

Financial Soundness: CDR Maguire, Inc. possesses the necessary financial resources to meet contractual obligations for short-term financial demands and perform the Scope of Services at the level required by the County. As of March 31, 2023, CDR Maguire has a working capital of approximately \$100 million and a line of credit of \$25 million, of which \$25 million is available. This provides our firm with over \$125 million in working capital.

Disaster recovery services provided by **CDR|EM** for our clients in Florida, Kentucky, Massachusetts, and elsewhere during this time underscores our robust financial, as well as workforce capabilities to deploy to Nassau County and operate multiple missions concurrently, if needed. Our working capital provides assurance that our response capabilities are in no way hindered or limited to the initial processing of payment. Therefore, CDR Maguire's financial strength, coupled with our extensive state and federal program management experience, will ensure not only we deliver the services we are committing to, but that CDR Maguire has the financial capacity to pay its employees, vendors, and subcontractors to guarantee operations for several months prior to receiving payment from Louisiana, if needed.



CDR Maguire has the capital resources to meet contractual obligations for short-term financial demands before payment is processed.

Experience with Local and State Agencies: As an emergency management consulting firm to local and state agencies throughout the nation, our priority is to serve our clients and help those in need following a disaster. We understand what it takes to become operational and anticipate that there will likely be a payment lag at the start of a disaster exceeding 60 to 90 days. In response to Hurricane Ian, we have sustained operations since last October, providing multiple concurrent operations for FDEM, which involved significant mobilization of personnel and equipment.

TAB 4: REFERENCES

- 1.** Florida Division of Emergency Management
- 2.** Boulder County, Colorado
- 3.** Oregon Department of Transportation
- 4.** Marion County, Oregon
- 5.** Bay County, Florida

REFERENCE 1: FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) – Land and Waterway Debris Removal Monitoring In Lee, Charlotte, Collier, and Desoto County - 2022 Hurricane Ian (DR-4673-FL)

PROJECT BACKGROUND

In April of 2021, CDR Emergency Management (**CDR|EM**) and five other companies were qualified by FDEM to provide debris removal monitoring services to the local and state agencies to assist with the removal of debris in the event of a disaster. On September 28, 2022, Hurricane Ian made landfall in Florida, devastating several southwest communities, leaving behind over 2 million cubic yards of storm debris. To date, Hurricane Ian has caused over 100 fatalities and catastrophic damages with losses estimated to be more than \$50 billion. Damage was mostly from flooding, with the cities of Fort Myers Beach and Naples particularly impacted. Sanibel and Pine Island were hard hit by storm surge, causing severe damage to both the Sanibel Causeway and bridge to Pine Island. Between the winds and the unprecedented storm surge to Southwest Florida, thousands of boats were sunk or ended up on dry land, sea walls, or even on top of other boats and buildings. Boats of all kinds litter neighborhoods in the wake of Ian. In addition to the number of sunk, damaged, and displaced boats, the widespread flooding from Hurricane Ian damaged as many as 358,000 vehicles.

Following FEMA's approval of Florida's request for a rapid debris removal process, debris removal operations commenced on October 31, 2022, to assist with the location, type, and ownership of derelict vessels, abandoned vehicles, and other personal property destroyed, damaged, or displaced by the storm.

PROJECT HIGHLIGHTS

- Debris Management Plan Development
- Environmental Planning
- Coordination with Property and Landowners
- Validation of Ownership
- GIS Mapping and ADMS
- Document Management and Reporting
- Call Center (24 agents)(over 33K calls received)
- 9,200+ Right-of-Entry Applications
- 649 identified derelict vessels (monitored removal of 480)
- 2.4M cubic yards of debris removed (64,105 truckloads)

COORDINATING AGENCIES

- U.S. Coast Guard
- Florida Fish and Wildlife Commission
- Florida Department of Environmental Protection



CLIENT:

Florida Division of Emergency Management
on behalf of Lee, Charlotte, Collier, and
DeSoto County

TYPE OF PROJECT:

Debris Removal Monitoring

CONTRACT PERIOD:

September 2022 to October 2025

PERSONNEL MOBILIZED:

329 (366 peak)

ACTIVATION:

October 19, 2022, to Present

PROJECT VALUE:

\$125 million

REFERENCE:

Kevin Guthrie, Director
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Telephone: (850) 294-8250
Email: kevin.guthrie@em.myflorida.com

REFERENCE 2: MARSHALL WILDFIRES (DR-4634-CO) - COUNTY OF BOULDER, CO - Debris Management and Disaster Recovery Services

PROJECT BACKGROUND

Through our Master Service Agreement with the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, **CDR|EM** is performing debris monitoring services in Boulder County in response to the Marshall Fire Complex. On December 30, 2021, the Marshall fire swept through the City of Louisville, Town of Superior, and unincorporated Boulder County, destroying and damaging more than 1,000 homes and over 30 commercial structures. The wildfire surpassed the 2013 Black Forest wildfire as the state's most destructive in terms of structures lost.



PROJECT HIGHLIGHTS

- Coordinate daily briefings, staffing, and work assignments.
- Provide Right-of-Entry and Private Property Debris Removal (PPDR) guidance and site inspections.
- Provide oversight of debris management operations.
- Stand up a Call Center to respond to public questions, and concerns about debris removal activities, including PPDR activities.
- Develop GIS and mapping applications for debris management operations.
- Review, validate, and/or reconcile invoices submitted by debris removal contractors.
- Provide hazardous tree assessment by certified arborists.
- Provide monitoring of debris removal operations by type and quantity.
- Serve as the point of contact for Boulder County and meet with local, State, and Federal partners as it related to debris management activities.
- Provide FEMA Public Assistance technical assistance and programmatic support.
- 1,797 hazardous tree assessments completed, and 1,797 hazardous trees removed.
- Monitored hydro mulching of 561 of burned parcels to prevent soil erosion and foster revegetation.
- Monitored the removal of over 172 tons of debris consisting of the following:
 - 103,500 tons of Ash & Soil
 - 52,000 tons of Reinforced Concrete
 - 13,000 tons of Concrete & Brick
 - 2,400 tons of Recyclable Metal
 - 1,800 tons of Vegetative Debris
- Out of 1,084 homes destroyed from the Marshall Wildfire, 566 homes have participated in the Boulder County PPDR program managed by **CDR|EM**.

CLIENT:

State of Colorado Department of Homeland Security and Emergency Management – Boulder County

TYPE OF PROJECT:

Hazardous Tree Assessment and Debris Monitoring Removal Services

CONTRACT PERIOD:

May 9, 2022, to October 31, 2022

NUMBER OF PERSONNEL:

67

PROJECT FEATURES:

- Hazardous Tree Assessment & Debris Monitoring
- ADMS
- ROE & PPDR Services
- Call Center Operations
- FEMA PA Technical Assistance & Programmatic Support
- GIS/Mapping Support

PROJECT VALUE:

\$30.3 million

REFERENCE:

Michael Haney, M.A.
Recovery Grants Section
Supervisor
8000 S. Chester Street, Suite 575
Centennial, CO 80112
Phone: (303) 594.0572
Email: michael.haney@state.co.us

REFERENCE 3: 2020 OREGON WILDFIRES (DR-4562-OR)
Hazardous Tree Assessment & Debris Removal Monitoring Services**PROJECT BACKGROUND**

The 2020 Oregon wildfire season was one of the most destructive on record in the State of Oregon. The wildfires burned over 1.2 million acres of forested rural and urban land, damaged or destroyed more than 6,000 homes generating approximately 500,000 tons of debris resulting in \$400 million of disaster recovery costs. Our staff simultaneously monitored the debris removal activities for 10 total fire boundaries, across 9 different counties along more than 120 centerline miles of roadway right-of-way.

HIGHLIGHTS

- Drafted ODOT's Debris Removal Operations Plan and all technical debris management appendices (9 total).
- Identified temporary and permanent log deck storage areas, hazardous tree debris removal contractor staging areas.
- Provided certified arborists to assess trees within impacted areas to determine whether they may be a threat to public health and safety (over 131,965 trees have been assessed).
- Coordinate with ODOT and identify potential recycling facilities and locations for erosion chip control placement.
- Oversaw the collection, consolidation, and removal of hazardous trees and other generated woody debris for storage in temporary or permanent storage log decks.
- Coordinated with Oregon 9 Tribal Nations for identification and protection of pre-historic and historic cultural resources.
- Debris monitoring services included monitoring other generated debris, such as, asbestos, burned debris and ash, contaminated soil, miscellaneous metals, vegetation, slashed trees.
- Operations follow ICS command and control structure.
- Created a dashboard/webpage for internal and external sources.

DEBRIS REMOVAL MONITORING METRICS

- 4,158,689 tons of debris, 313,562 tons of metals, concrete, HHW, and contaminated soils removed.
- 131,965 hazard tree assessments / 20,400 merchantable logs identified and decked, and 150,000 tons of ash removed.
- Over 4,000 PPDR and CPDR lots cleared.
- 1,213 burned vehicles removed, and 3,650 asbestos tests performed.

CLIENT:

Oregon Department of Transportation

TYPE OF PROJECT:

Hazardous Tree Assessment & Debris Removal Monitoring Services

CONTRACT PERIOD:

November 19, 2020, to January 15, 2023

NUMBER OF PERSONNEL:

400+ at peak operations

PROJECT FEATURES:

- Hazardous Tree Identification
- Debris Monitoring
- Site Investigation
- Planning and Plan Development
- Private Property Debris Removal
- Provide Data for PW Development
- Training
- Develop After-Action Report
- UAS (Drone) Operations

PROJECT VALUE:

\$125 million

REFERENCE:

Mac Lynde, Administrator
Delivery and Operations
Oregon Dept. of Transportation
355 Capitol St, NE MS 11
Salem, OR 97301
503-986-2840
mgregor.lynde@odot.state.or.us

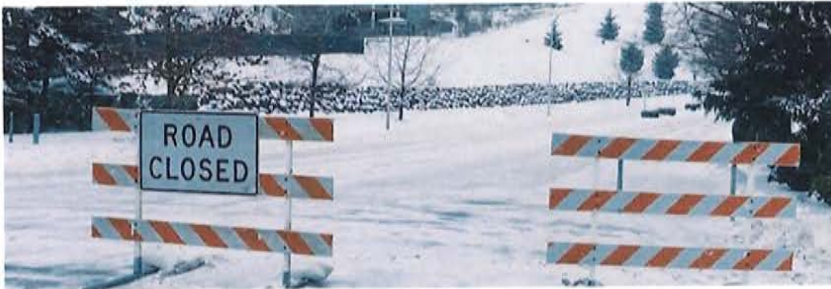
NASSAU COUNTY, FLORIDA
RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING

CDR | EMERGENCY
MANAGEMENT

REFERENCE 4: SEVERE WINTER STORM (DR-4599-OR) – MARION COUNTY, OREGON - HAZARDOUS TREE ASSESSMENT AND DEBRIS REMOVAL MONITORING

PROJECT BACKGROUND

A severe winter storm caused significant tree damage resulting in fallen and hanging tree limbs threatening County right-of-way, parks, and other County property. CDR | Emergency Management was put in charge of monitoring debris removal contractors during the performance of their work and document all necessary items for FEMA reimbursement, including, but not limited to, communication, photos, proof of hazard, debris measurements, debris staging location, and debris destination.



CLIENT:

Marion County Public Works, Oregon

TYPE OF PROJECT:

Hazardous Tree Assessment & Debris Removal Monitoring

CONTRACT PERIOD:

October 27, 2021, to September 30, 2022 (operations commenced on November 1, 2021, and ended on May 5, 2022).

NUMBER OF PERSONNEL:

30

PROJECT FEATURES:

- Hazardous Tree Assessment & Removal
- Debris Monitoring
- Right-of-Way
- FEMA Documentation

PROJECT VALUE:

\$1,851,687.00

CONTACT NAME:

James Wharton-Hess
 Management Analyst
 Marion County Public Works
 5155 Silverton Road NE
 Salem, OR 97305
 Telephone: (503) 566-4139
 Email: jwhartonhess@co.marion.or.us

PROJECT HIGHLIGHTS

- Conduct current practices assessment to determine areas where County practices may be insufficient to obtain FEMA reimbursement.
- Review previous County documentation work and add enhanced documentation measures where necessary.
- Identify and document eligible hazards that the County has not already identified.
- Obtain additional documentation for County identified hazards in cases where current documentation is insufficient for FEMA reimbursement.
- Monitored the removal of 6,479 hazardous trees and hanging limbs resulting in 29,528 cubic yards of vegetative debris.

REFERENCE 5: BAY COUNTY, FLORIDA, HURRICANE MICHAEL (DR-4399-FL) - DEBRIS REMOVAL COST RECOVERY SERVICES

PROJECT SUMMARY

Following Hurricane Michael, Bay County was running the largest locally led debris operation in FEMA's history. With over \$200 million in "expended" funds, the County was in dire need of expedited reimbursement from the State and FEMA to keep its recovery efforts going. CDR|EM implemented an innovative "Monitoring the Monitor" program, which provided in-depth oversight to the county's debris management operation. This included a thorough review of the County's Debris Monitor's Automated Debris Management System, which provided required documentation for FEMA Public Assistance (FEMA-PA) CAT A reimbursement. Through its efforts, CDR|EM was able to immediately identify and resolve issues within weeks of starting operations, versus months or years down the road, when it would have been too late to fix, thus resulting in hundreds of millions of dollars in de-obligations.

As a result of our "Monitoring the Monitoring" process, we were able to successfully explain our review and auditing process to both FEMA and Florida Division of Emergency Management, which resulted in Bay County negotiating an arrangement in which **\$160 million** was obligated and dispersed to Bay County *within 12 months* of operations – a record in the State of Florida.

PROJECT HIGHLIGHTS

- Prepared FEMA-PA Category A documentation for FEMA Grant Portal submission.
- Provided 100% validation and reconciliation of debris removal and monitor invoices involving 19.5 million cubic yards of debris removal for FEMA reimbursement.
- Our FEMA-PA expertise helped save the county millions of dollars in interest payments by expediting the FEMA-PA reimbursement process, which resulted in paying off \$150 of a \$300 million dollar loan in less than 3 years.



CLIENT:

Bay County Board of County
Commissioners, Florida

TYPE OF PROJECT:

FEMA Category A documentation,
validation, and reconciliation support

CONTRACT PERIOD:

November 18, 2018, to February 28,
2020

NUMBER OF PERSONNEL:

15 (at peak)

PROJECT FEATURES:

- Debris Management
- Cat A PW Development
- Cat A Validation and Reconciliation

PROJECT VALUE:

\$644,000.00

REFERENCE:

Joel Schubert
Deputy County Administrator
840 West 11th Street
Panama City, FL 32401
Telephone: (850) 248-8140
Email: jschubert@baycountyfl.gov

**FEMA Approves Additional \$21.8
Million for Bay County Hurricane
Michael Debris Removal Expenses**

TAB 5: RATE SCHEDULE

Declarations:

- Rates are fully burdened.
- Operational Periods may be longer than 12 hours and may continue for weeks or months.
- Upon debris removal completion and documentation in each work area, debris monitoring crews will be reduced.
- Actual staff hours/utilization rates will be adjusted to account for actual debris removal hauler activities.

Position	Hourly Rate	OT Rate
Debris Operations Manager	\$90.00	\$110.00
Debris Monitoring Field Supervisors	\$78.00	\$95.00
Field Debris Monitors	\$44.00	\$55.00
Fixed Site Debris Monitors	\$44.00	\$55.00
Admin/Data Entry Clerk	\$43.00	\$54.00

Position	Hourly Rate
Debris Project Manager	\$140.00
Finance and Administration Manager	\$110.00
GIS/Mapping Specialist *	\$115.00
Data Manager	\$80.00
FEMA PA Specialist	\$145.00
sUAS (Drone) Pilot	\$125.00
Other Positions as Needed	Negotiable

*GIS/Mapping Specialist may be utilized at the start of the project to establish ADMS, data, ITS, and reporting platforms.

TAB 6: ATTACHMENTS/ADMINISTRATIVE INFORMATION

- 1.** Florida Department of State Certification
- 2.** Current Applicable Certifications
- 3.** Addendum Acknowledgement(s)
- 4.** Public Entity Crimes Statement
- 5.** Experience of Responder
- 6.** Drug-Free Workplace Certification
- 7.** E-Verify Affidavit
- 8.** Certificate of Insurance
- 9.** Staff Resumes

NASSAU COUNTY, FLORIDA

**RFP NO. NC-23-034 HURRICANE/ FIELD
DEBRIS MONITORING**

**CDR | EMERGENCY
MANAGEMENT**

ATTACHMENT 1

FLORIDA DEPARTMENT OF STATE CERTIFICATION

State of Florida

Department of State

I certify from the records of this office that CDR MAGUIRE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 16, 1971.

The document number of this corporation is 827186.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 9, 2022, and that its status is active.

I further certify that said corporation 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 March,
2022*



Ronald R. De
Secretary of State

Tracking Number: 7601676845CU

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

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

ATTACHMENT 2

CURRENT APPLICABLE CERTIFICATIONS


Please note: CDR Maguire, Inc. currently has no applicable certifications to report.

NASSAU COUNTY, FLORIDA
RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING

CDR | EMERGENCY
MANAGEMENT

ATTACHMENT 3
ADDENDUM ACKNOWLEDGEMENT(S)

ATTACHMENT A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.	Addendum # <u>1</u> through # <u>1</u> Date: May 18, 2023
Signature of Person Completing: 	
Printed Name: William R. Wages, P.E.	Title: President, CDR Emergency Management

>>>Failure to submit this form may disqualify your response<<<



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Lanaee Gilmore, Procurement Director
SUBJECT: Addendum #1
Request for Proposals Number NC23-034
Hurricane/Disaster - Field Debris Monitoring
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

Answer: Yes.

2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.

The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST

Attachment: Revised Cover Page for NC23-034.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name CDR EMERGENCY MANAGEMENT/CDR MAGUIRE, INC.

Vendor Signature: *Wallace R. Wager* Date: MAY 18, 2023

End of Addendum #1

REVISED

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

**ATTACHMENT 4
SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

ATTACHMENT B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response, Proposal or Contract for
NASSAU COUNTY BCC RFP NC23-034-RFP, HURRICANE/FIELD DEBRIS MONITORING
2. This sworn statement is submitted by CDR MAGUIRE, INC.
(entity submitting sworn statement), whose business address is
11740 S.W. 80TH STREET, SUITE 102, MIAMI, 33183 and its
Federal Employee Identification Number (FEIN) is 05-0318211. (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)
3. My name is WILLIAM R. WAGES, P.E. (please print name of individual
signing), and my relationship to the entity named above is PRESIDENT, CDRIEM.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, 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, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

William R. Wages
Signature

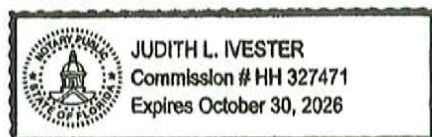
MAY 18, 2023

Date

State of: FLORIDA

County of: LEON

Sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 18TH day of MAY, 20 23 by WILLIAM R. WAGES who is X personally known to me or _____ produced _____ as identification.



Judith L. Ivester
Notary Public

My commission expires: _____

NASSAU COUNTY, FLORIDA

**RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING**

**CDR | EMERGENCY
MANAGEMENT**

**ATTACHMENT 5
EXPERIENCE OF RESPONDER**

ATTACHMENT C**Experience of Respondent**

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. FIRM NAME: CDR MAGUIRE, INC.
 Address: 11740 S.W. 80TH STREET, SUITE 102
 County/State/Zip: MIAMI-DADE, FL 33183
 Phone: 786-235-8534 Email: EM-BD@CDRMAGUIRE.COM
 Name of primary contact responsible for work performance: WILLIAM R. WAGES, P.E.,
PRESIDENT, CDR|EM Phone: Cell Phone: 407-948-8281
 Email: WILLIAM.WAGES@CDRMAGUIRE.COM

2. **INSURANCE:**
 Surety Company: FIDELITY DEPOSIT COMPANY OF MARYLAND
 Agent Company: ALLIANT INSURANCE SERVICES, INC.
 Agent Contact: KIMBERLY SULLIVAN
 Total Bonding Capacity: \$ 100,000,000.00 Value of Work Presently Bonded: \$ 0

3. **EXPERIENCE:**
 Years in business: 85
 Years in business under this name: 11
 Years performing this type of work: 11
 Value of work now under contract: \$120,459,500.00
 Value of work in place last year: \$51,447,529.00
 Percentage (%) of work usually self-performed: 75%
 Name of sub-vendors you may use: N/A
 Has your firm: Failed to complete a contract: Yes X No
 Been involved in bankruptcy or reorganization: N/A
 Yes No Pending judgment claims or
 suits against firm: Yes X No

*Continues on Next
Page*

4. PERSONNELHow many employees does your company employ: 582

Position/Category (List all)	Full-time	Part-time
Management	52	5
Non-Management	249	15
Temporary (1099)	281	0

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:Company/Agency Name: FLORIDA DIVISION OF EMERGENCY MANAGEMENTAddress: 2555 SHUMARD OAK BLVD, TALLAHASSEE, FL 32399Contract Person: KEVIN GUTHRIE, DIRECTORPhone: 850-294-8250 Email: KEVIN.GUTHRIE@EM.MYFLORIDA.COMProject Description: LAND/WATERWAY DEBRIS REMOVAL MONITORING - HURRICANE IANContract \$ Amount: \$94MDate Completed: ONGOINGReference #2:Company/Agency Name: OREGON DEPARTMENT OF TRANSPORTATIONAddress: 355 CAPITOL STREET, NE MS-11, SALEM, OR 97301Contract Person: MAC LYNDE, ADMINISTRATORPhone: 503-986-2840 Email: MCGREGOR.LYNDE@ODOT.STATE.OR.USProject Description: HAZARDOUS TREE ASSESSMENT & DEBRIS REMOVAL MONITORINGContract \$ Amount: \$125MDate Completed: AUGUST 2022Reference #3:Company/Agency Name: CO DEPT HS&EM - COUNTY OF BOULDER, COLORADOAddress: 8000 SOUTH CHESTER STREET, STE. 575, CENTENNIAL, CO 80112Contract Person: MICHAEL HANEYPhone: 303-594-0572 Email: MICHAEL.HANEY@STATE.CO.USProject Description: HAZARDOUS TREE ASSESSMENT & DEBRIS REMOVAL MONITORING

Contract \$ Amount:

\$30.3M

Date Completed:

OCTOBER 2022

REMINDER:

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.

NASSAU COUNTY, FLORIDA

**RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING**

**CDR | EMERGENCY
MANAGEMENT**

**ATTACHMENT 6
DRUG FREE WORKPLACE CERTIFICATION**

ATTACHMENT D
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

CDR MAGUIRE, INC.

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

NC23-034-RFP

22

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."



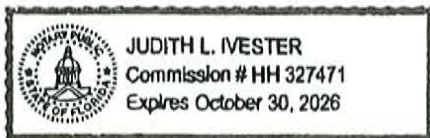
Authorized Signature

MAY 18, 2023

Date Signed

State of: FLORIDACounty of: LEON

Sworn to (or affirmed) and subscribed before me by means of X physical presence or _____
online notarization, this 18TH day of MAY, 20 23 by
WILLIAM R. WAGES who is X personally known to me or _____
produced _____ as identification.


Notary PublicMy commission expires:

NASSAU COUNTY, FLORIDA

**RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING**

**CDR | EMERGENCY
MANAGEMENT**

**ATTACHMENT 7
E-VERIFY AFFIDAVIT**

ATTACHMENT F
NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name:

HURRICANE/DISASTER - FIELD DEBRIS MONITORING

Bid No./Contract No.: RFP NO. NC23-046-RFP

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ATTACHMENT "F-1"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CDR MAGUIRE, INC. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of CDR MAGUIRE, INC'S (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: WILLIAM R. WAGES

Date: MAY 18, 2023

STATE OF FLORIDA

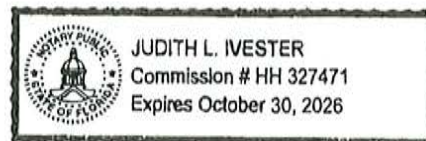
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5/18/23 (Date) by WILLIAM R. WAGES (Name of Officer or Agent, Title of Officer or Agent) of CDR MAGUIRE, INC. (Name of Contractor Company Acknowledging), a DELAWARE (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.


Notary Public

JUDITH L. IVESTER
Printed Name

My Commission Expires: _____





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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

D. RESPONSIBILITIES OF DHS

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



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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



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

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

B. REFERRAL TO DHS

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



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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

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

ARTICLE VI PARTIES

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



Company ID Number: 146143

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

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

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

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



Company ID Number: 146143

Approved by:

Employer CDR MAGUIRE, INC	
Name (Please Type or Print) Reena H Sarnie	Title
Signature Electronically Signed	Date 08/20/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/20/2008



Company ID Number: 146143

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CDR MAGUIRE, INC
Company Facility Address	15691 SW 162ND ST MIAMI, FL 33187
Company Alternate Address	P.O. Box 771750 Miami, FL 33177
County or Parish	MIAMI-DADE
Employer Identification Number	050318211
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



Company ID Number: 146143

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

CT	1
MA	1
NH	1
RI	1



Company ID Number: 146143

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

Name Reena H Sarnie
Phone Number 6177781482
Fax 5085437758
Email reena.sarnie@cdrmaquire.com

Name Marv Mann
Phone Number 7864652853
Fax
Email marv.mann@cdrmaquire.com



Company ID Number: 146143

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

NASSAU COUNTY, FLORIDA

RFP NO. NC-23-034, HURRICANE/ FIELD

DEBRIS MONITORING

**CDR | EMERGENCY
MANAGEMENT**

**ATTACHMENT 8
CERTIFICATE OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

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

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

PRODUCER Alliant Insurance Services, Inc. 1125 Sanctuary Pkwy, Ste. 300 Alpharetta GA 30009	CONTACT NAME: Kimberly Sullivan PHONE (A/C, No, Ext): 678-725-9010 E-MAIL ADDRESS: Kimberly.Sullivan@alliant.com FAX (A/C, No):														
INSURED CDR Maguire, Inc. 11740 SW 80th St. Ste. 102 Miami FL 33183	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER B: Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Assurance Company	39462	INSURER B: Starr Indemnity & Liability Co	38318	INSURER C: Lexington Insurance Company	19437	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Lexington Insurance Company	19437														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1916839803

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="margin-left: 20px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: </div>			1000025958231	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </div>			1000672959231	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			011170675	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100 0004970	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability			PCAB-5022053-0523	5/1/2023	5/1/2024	Each Claim \$1,000,000 Aggregate \$2,000,000 SIR \$150,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence Only

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

AUTHORIZED REPRESENTATIVE

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NASSAU COUNTY, FLORIDA
RFP NO. NC-23-034, HURRICANE/ FIELD
DEBRIS MONITORING

**CDR | EMERGENCY
MANAGEMENT**

ATTACHMENT 9
STAFF RESUMES

ERIC KNAPP DEBRIS PROJECT MANAGER

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Eric possesses over 30 years of experience with debris management, contract administration, and engineering services. He is currently serving as the Debris Manager for our Hurricane Ian debris removal monitoring operations in Lee, Charlotte, Collier, and DeSoto County. Before joining CDR Emergency Management, he served as Assistant Deputy Area Commander on the Oregon Debris Management Task Force in response to Oregon's historic wildfire season in 2020, which burned more than 1.2 million acres and damaged or destroyed more than 4,000 homes. Over 131,000 hazardous tree assessments were performed, and a peak of 400 field personnel monitored the debris removal of approximately 16 million cubic yards of debris.

RELEVANT EXPERIENCE

Debris Manager, Florida Division of Emergency Management, Hurricane Ian (DR-4673-FL) | December 2022 to Present: Currently overseeing all field debris removal monitoring operations from waters and on land throughout the Fort Myers area (Lee, Charlotte, Collier, and DeSoto County). Duties include monitoring debris removal crews from seven debris removal contractors. To date, debris monitoring operations have included the removal of 1.75 million cubic yards of debris and 340 derelict vessels.

Oregon Department of Transportation | August 2000 to December 2022:

- Area Commander, Debris Management Task Force for 2020 Oregon Wildfires (DR-4562-OR) | April 2022 to December 2022
- Assistant Deputy Area Commander, Debris Management Task Force for 2020 Oregon Wildfires | December 2020 to April 2022
- Region Assurance Specialist | June 2020 to December 2020
- Region Assurance Specialist (WOC CES III) | May 2015 to June 2020
- Quality Control Compliance Specialist | September 2012 to April 2015
- Assistant Project Manager, Pioneer Mountain to Eddyville Construction Project | January 2007 to August 2012
- Quality Control Compliance Specialist | August 2000 to January 2007

As Assistant Deputy Commander for the Oregon Wildfires, he managed the day-to-day emergency operations of the debris management and hazard tree removal operations as well as administer contractor contracts. Additional duties included: providing guidance and interpretation of the contract and contract law, negotiating, and writing contract change orders up to \$15 million dollars, reviewing and approving contractor invoices, managing and overseeing consultant monitoring firm and sub-consultants, and providing inter-governmental communications and collaboration with FEMA, USFS, BLM, ODF, DEQ, OEM, OPRD and local counties and cities. Created scope, schedule, and budget for unanticipated items to meet critical timelines for emergency operations. Additional duties include the following:

- Meet with contractors/consultants regularly to plan and coordinate work and resolve project issues.
- Maintain communication flow with other state offices, contractors, consultants, Federal Highway Administrator (FHWA), local and other public agencies on construction contract issues.
- Monitor contractor Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO),

YEARS OF EXPERIENCE

30+ years

EXPERTISE

Debris Management
Contract Administration
Quality Control/Compliance

DISASTERS

Hurricane Ian (DR-4673-FL)
Wildfires (DR-4562-OR)

EDUCATION

Transportation Leadership Institute
Business Administration Coursework,
Riverside University
A.A. Riverside Community College

ERIC KNAPP DEBRIS PROJECT MANAGER

CDR | EMERGENCY MANAGEMENT

On-the-job training (OJT), and subcontractor compliance.

- Direct and assist staff in reviewing and analyzing consultant's project schedules and other required submittals to ensure they meet contract requirements and restrictions.
- Oversee preparation of monthly contractor/consultant progress payment estimates for work performed each month and review estimate with contractors/consultants.
- Manage contract change issues.
- Participated in vendor evaluation, selection, and procurement.
- Responsible for DOJ communication updates.

As a Region Assurance Specialist, monitored projects to ensure compliance with State and Federal policies, rules, and regulations. Also provided final project documentation review and recommended corrective actions. Provided performance measurement feedback to Resident Engineers.

As a Quality Control Compliance Specialist, coordinated the scheduling of Independent Assurance/Verification (IA/Verif) sampling and testing on all projects. Performed independent investigations when IA/Verif parameters were not met. Responsible for conducting pre-crush and pre-pave meetings as well as participating in the preconstruction conference. Initiated and assisted in the writing of contract change orders. Performed independent review of HMAC and concrete mix designs and submitted for approval. Acted as PM materials expert to resolve materials quality and construction issues. Assisted region hazardous materials personnel during clean-up of hazardous materials on construction projects including well monitoring and decommissioning. Coordinated and monitored the Precast inspection program on the east side of Oregon for the Structural Materials section in Salem. Assisted the PM in contractor claims and negotiations. Reviewed advanced plans and specifications prior to bid let.

Project Manager, Materials Testing and Inspection, Ontario, Oregon | January 2000 to August 2000:

Responsible for the oversight of specific projects, which included ensuring projects were adequately staffed and scope of services, plans and specifications were being followed. Monitored project budget and billing and recommended engineering design and/or material changes to meet field conditions. Coordinated with contractors, owners, government agencies and architects to schedule field personnel. Prepared written proposals, technical reports and maintained control over field and laboratory data until projects were complete and final report released. Evaluated geotechnical and laboratory data and performed complex calculations to design pavement structures, drainage devices, and foundations including piles and conventional spread footings. Clients included the Idaho Transportation Department for new and redevelopment of bridges and pavement sections.

Laboratory Manager, Kleinfelder, Inc., Boise, Idaho | January 1998 to January 2000: Responsible for the day-to-day operations of the materials laboratory including scheduling, quality review, and laboratory budgets.

Senior Inspector/Technician, Materials Testing and Inspection, Ontario, Oregon | January 1997 to January 1998: Independently performed geotechnical observations, testing/inspection of construction materials (masonry, welded steel, asphalt, and concrete and soils), and investigations. Provided supervision of others on mass grading projects. Provided daily documentation of work performed, and final reports when projects were complete.

Owner, Knapp Enterprises/Forensic Investigation, Redlands, California | August 1994 to January 1997: Performed construction material failure investigations. Reviewed project documentation to investigate procedures and methods used to create and/or place materials. Provide final report of findings to forensic engineers and lawyers for purpose of settlements and litigation. Acted as expert witness for depositions and court litigation.

ERIC KNAPP
DEBRIS PROJECT MANAGER

**CDR | EMERGENCY
MANAGEMENT**

Operations Manager | April 1985 to August 1994

- **Converse Consultants Inland Empire, Inc. Redlands, California | June 1990 to August 1994**
- **Leighton and Associates, Riverside, California | April 1985 to June 1990**

Responsible for the staffing of construction and exploration projects by qualified personnel. Responsible for maintaining qualified employees for the staffing of projects which required hiring and firing of personnel. Performed probationary and annual performance reviews. Conduct pre-construction meetings to discuss project plans, specifications, and specific project requirements. Review daily field reports, lab and field data/test results, and procedures to ensure all work complied with project plans and specifications. Prepared proposals, monitored budgets on individual projects, maintained verbal and written communication with clients, field personnel, government agencies and design engineers/architects.

Field/Lab Technician, Leighton and Associates, Riverside, California | July 1979 to April 1985

CERTIFICATIONS

- FEMA IS-100.c, 200.c, 235.c, 240.c, 241.c, 242.c, 244.b, 393.b, 632.a, 700.b, 800.d, 1000, 1001, 1002, 1006, 1007, 1008, and G202.

RONNA BENNETT DEBRIS OPERATIONS MANAGER

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Ronna's experience includes FEMA Public Assistance (FEMA-PA) Categories A-B, Federal Highway Administration Emergency Relief (FHWA-ER) Program, and Road Home Program. She has served as a key team member in large debris monitoring projects from beginning to end, having worked in all phases and activities associated with debris management.

RELEVANT EXPERIENCE

Debris Management Subject Matter Expert, Kentucky Emergency Management Agency, Severe Storms, Flooding, & Tornadoes (DR-4663 and 4630-KY) | March 2022 to Present: Providing debris management guidance and technical support to the Commonwealth following two significant weather events causing extensive damages to homes, buildings, and infrastructure. Other duties include assisting in debris management planning as well as advising on the process and FEMA eligibility requirements for debris removal activities.

Project Manager, Marion County, Oregon, Severe Winter Storm (DR-4599-OR) | October 2021 to November 2022: Responsible for day-to-day debris removal monitoring operations following a Severe Winter Storm. Served as the point of contact to the county; ensured trained debris monitors were available to monitor debris removal; ensured all field, tower, and site monitors observed and recorded all debris loads; conducted safety briefings with field staff; coordinated updates and briefings with the county and debris removal haulers; provided technical expertise and guidance; reviewed and reconciled debris removal hauler invoices; and prepared interim operations and status reports and final report.

Branch Director/Operations Manager, Oregon Department of Transportation, Wildfires (DR-4562-OR) | November 2020 to October 2021: Coordinated the monitoring of the 4 prime debris contractors and 140 subcontractors performing work in 10 fire boundary areas covering 9 counties and 120 centerline miles of State roadways.

Debris and DMS Tower Monitor, Jones, Jasper, Jefferson Davis Counties, Mississippi, Severe Storms, Tornadoes, Straight-Line Winds and Flooding (DR-4551-MS) | 2020: As a Debris Monitor, documented contractor work to ensure that hazardous tree removal (hangers, leaners, and stumps) was done in accordance with FEMA guidelines for eligibility. As a Tower Monitor, ensured that loads brought in were accurately credited and that the unit was empty prior to departure from the DMS. Also assisted supervisor with new hire training.

Field Response, Mississippi, COVID-19 (DR-4528-MS) | 2020: Served as a Response Field member delivering medical, food and necessity goods to community residents. Also involved with temporary testing site activation.

Project Manager, Florida Department of Transportation (FDOT), District 1, Hurricane Dorian (DR-4468-FL) | 2019: Responsible for pre-event mobilization activities in preparation for emergency road clearance. Selected and trained Field Supervisors for assigned areas and assisted in pre-event mobilization preparedness.

YEARS OF EXPERIENCE

18+ years

EXPERTISE

Debris Management
FEMA-PA Eligibility / FHWA Right-of-Way
Project Close-Out
Quality Control

DISASTERS

Severe Storms & Flooding (DR-4663-KY)
Severe Storms & Tornadoes (DR-4630-KY)
Severe Winter Storm (DR-4599-OR)
Oregon Wildfires (DR-4562-OR)
Severe Storms (DR-4551-MS)
COVID-19 (DR-4528-MS)
Hurricane Dorian (DR-4468-FL)
Tropical Storm Imelda (DR-4466-TX)
Severe Storms (DR-4454-TX)
Hurricane Michael (DR-4399-FL)
Hurricane Florence (DR-4393-NC)
Hurricane Harvey (DR-4332-TX)
Severe Floods (DR-4277-LA)
Severe Floods (DR-4223-TX)
Severe Floods (DR-4228-LA)
Severe Storms & Tornadoes (DR-4101-MS)
Hurricane Katrina (DR-1603-LA)

EDUCATION

BA, Marketing, Southeastern Louisiana
University, 2003

MILITARY

Medic, U.S. Army, 1987-1990

RONNA BENNETT **DEBRIS OPERATIONS MANAGER**

CDR | EMERGENCY MANAGEMENT

Certified the Cut and Toss contractor equipment and established staging areas. Attended daily briefings with FDOT and was a member of the response planning team.

Operations Manager, Texas Department of Transportation (TxDOT), Beaumont District, Tropical Storm Imelda (DR-4466-TX) | 2019: Provided operations support for debris removal operations in six counties on FHWA rights-of-way. Responsible for overseeing day-to-day operations and supervision of monitor staff. Other duties included providing daily reports to Project Manager and TXDOT Maintenance Supervisors, data reconciliation, video documentation of roadways pre/post debris removal, and attending TXDOT briefings.

Project Manager, TxDOT, Lufkin and Bryan Districts, and City of San Augustine, Severe Weather Event (DR-4454-TX) | 2019: Recruited, hired, and trained Field Supervisors and Monitors for debris removal operations. Provided daily reporting to TXDOT and county supervisors. Verified and validated data and preformed project close-outs.

Project Manager, FDOT, District 3, Hurricane Michael (DR-4399-FL) | 2018: Responsible for day-to-day hazard tree removal operations for Gulf and Jackson Counties. Managed a staff of 300+ monitors and oversaw activities of 250+ contractor crews and nine DMS sites. Performed daily data reconciliation and status reports to client, contractor, USACE and field staff.

Operations Manager, City of Wilmington, North Carolina, Hurricane Florence (DR-4393-NC) | 2018: Trained and supervised a staff of 40+ personnel responsible for monitoring hanger and leaner removal crews. Held morning meetings with staff and contractor crews covering safety and eligibility issues. Handled scheduling of crews and provided daily status reports.

Project Manager, TxDOT, Beaumont District, Hurricane Harvey (DR-4332-TX) | 2017: Supervised field staff of 75+ monitors. Documented all activities and communicated daily with the client and contractor. Preformed data/ticket reconciliation and close-out.

Debris Supervisor, City of Port Aransas, Texas, Hurricane Harvey (DR-4332-TX) | 2017: Responsible for DMS set up, contractor haul unit/equipment certifications, training/hiring of field staff, and initial damage assessments.

Operations Manager, Louisiana Department of Transportation and Development (LaDOTD), Baton Rouge District, Severe Floods (DR-4277-LA) | 2016: Managed operations of a field staff of 50+. Duties included certifying contractor's equipment, haul units and verification of DMS permits. Made daily site inspections and documented all activities and met with client, contractor, and Project Manager to provide progress updates.

Waste Management Specialist, TxDOT, Beaumont District, Severe Flooding (DR-4223-TX) | 2015: Monitored, tracked, and recorded the segregation, collection and final disposal of white goods, e-waste and household hazardous waste debris generated from severe flooding. Determined eligibility and ensured that contractor's activities were performed in accordance with TDEQ, EPA, and FEMA guidelines.

Lead Tower Monitor, LADOTD, Severe Flooding (DR-4228-LA) | 2015: Scope of work included maintaining site traffic control, adhering to safety standards, and processing daily logs and final report to Field Supervisor.

Debris Monitor, Winston County, Mississippi, Tornado (DR-4101-MS) | 2014: Documented crew tickets using company's ADMS system. Tasked with reviewing routes to make sure that all roadways operated on were within the assigned areas and provided Field Supervisor with daily report of roads cleared.

Residential Inspector/Estimator, Louisiana, Hurricane Katrina (DR-1603-LA) | 2005

CERTIFICATIONS

- FEMA-IS 100.c, 101.c, 102.c, 120.c, 200.c, 230.d, 235.c, 240.b, 241.b, 242.b, 244.b, 300, 320, 400, 520, 632.a, 633, 700.b, 703.b, 706, 800.d, 1000, 1001, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1011, 1012, 1014, 1015, 1016, 1017, 1018, 2200, and 2900.a
- FEMA G-202, 300, and 400

RONNA BENNETT
DEBRIS OPERATIONS MANAGER

**CDR | EMERGENCY
MANAGEMENT**

- HAZWOPER Certified (#2109081354808 & 2211085354808)
- ATTSA Traffic Control Supervisor
- FDOT Traffic Control Supervisor
- FDOT QC Manager
- FDOT Intermediate MOT
- OSHA 10
- ISO 45001
- Xactimate (construction cost estimation software)

CARL JONES
DEBRIS FIELD SUPERVISOR



EXPERIENCE SUMMARY

Since The Great Flood of Baton Rouge in 2016, Carl has acquired nearly seven years of diverse experience providing disaster debris recovery services and management and classification of waste for disposal, specializing in FHWA-ER. He has managed debris collection, transportation and staging in accordance with local standards. He has served as key personnel on numerous debris recovery teams following major storm and disaster events in **Florida**, Louisiana, Oregon, and Texas, many of which he has been integral from beginning to end, having a part in all phases of the debris management process. He is currently serving as a Debris Operations Manager for debris removal operations in Florida following Hurricane Ian, the third costliest hurricane in U.S. history. He has strong analytical, planning, financial, and organizational skills. He has provided expert guidance and advice to State and municipal agencies for all aspects of debris removal operations, including activities related to loading, staging, disposal site monitoring, environmental permitting, and cost eligibility for reimbursement.

RELEVANT EXPERIENCE

Debris Operations Manager, Florida Division of Emergency Management (FDEM), Hurricane Ian (DR-4673-FL) | October 2022 to Present: Responsible for overseeing day-to-day operations and supervision of debris hauler and monitoring crews. Other duties include providing daily reports to the Project Manager and FDEM. To date, approximately 135 Debris Monitors have monitored the removal of over 2.3M cubic yards (CY) (64,000 truckloads) of land and waterway debris in the counties of Lee, Charlotte, Collier, and DeSoto. Also coordinating with the Florida Fish and Wildfire Commission to identify and target the location of derelict vessels. At present, 349 vessels have been removed and it is anticipated that this number will exceed 1K. The Debris Management Team has processed over 9,200 Right-of-Entry (ROE) Residential Applications and 365 Commercial ROEs.

Division Supervisor, Oregon Department of Transportation, Labor Day Wildfires (DR-4562-OR) | December 2020 to September 2022: Provided incident support for debris removal monitoring operations performed on a fire responsible for burning more of the Oregon Cascades than had burned in the previous 36 years combined. Responsible for daily execution of pre-planned objectives with the goal of procuring 100% reimbursement for the client. Supervise licensed arborists in the identification of hazardous trees posing threats to major roadways. Also responsible for the supervision of monitors and task force leaders striving towards a goal of disaster recovery. Oversaw the removal of >15,000 trees from the lower Cascades, OR-126 area. Monitor all debris loading, log staging and disposal of debris. Assisted in deployment of Unmanned Aerial Vehicles (UAV) teams using specialized light detection and ranging (LiDAR) systems and photogrammetry for identification of burned and compromised trees and debris assessments in areas that were unsafe for monitors to access, especially on high slope areas where dead/dying trees created potential hazard to the roadways beneath.

Operations Manager / Project Manager, Louisiana Department of Transportation and Development (LADOTD), District 2, Hurricane Zeta (DR-4577-LA) | October 2020 to December 2020: Performed initial damage assessments for LADOTD to determine severity of impact and scope of work to be performed.

YEARS OF EXPERIENCE

7+ years (since 2016)

EXPERTISE

Debris Management
FHWA Right-of-Way
Quality Control

DISASTERS

Hurricane Ian (DR-4673-FL)
Oregon Wildfires (DR-4562-OR)
Hurricane Zeta (DR-4577-LA)
Hurricane Laura (DR-4559-LA)
Severe Storms (DR-4454-TX)
Hurricane Michael (DR-4399-FL)
Hurricane Harvey (DR-4332-TX)
Severe Floods (DR-4277-LA)

EDUCATION

B.A. Marketing, Southern University
A&M College

CARL JONES DEBRIS FIELD SUPERVISOR

CDR | EMERGENCY MANAGEMENT

Responsible for the training of all field monitors and management of personnel. Supervised all debris removal activities from initial roadside pickup to final disposal. Fostered client relationship through adherence to plans set forth and facilitated expectations by providing concise status reports to LADOTD, proactively addressing all issues.

Operations Manager, LADOTD - District 8, Hurricane Laura (DR-4559-LA) | August 2020 to October 2020:

Responsible for scheduling and dispatch of more than 80 loading sites and tower monitors daily. Coordinated daily field activities to ensure the achievement of both long- and short-term project objectives. Assessed contractor ability to perform as required. Responsible for review and evaluation of subordinate performance and resolved field safety and operational issues.

Lead Supervisor, Texas Department of Transportation (TXDOT), Lufkin District, Severe Windstorms (DR-4454-TX) | April 2019 to July 2019:

Overseer of retrieval of measurements, credentials and photo documentation required for contractor truck certifications. Led daily debris operations on city, county, and State roads. Planned and managed crew scheduling for debris operations in line with all project demands. Facilitated efficient debris pickup and ensured eligibility of materials ticketed. Responsible for overseeing day-to-day operations and supervision of the inspector-monitor staff. Other duties included reports to TXDOT, data reconciliation and video documentation of roadways pre/post debris removal.

Field Supervisor, Florida Department of Transportation, District 3, Hurricane Michael (DR-4399-FL) | October 2018 to April 2019:

Key supervisory personnel for project that included the removal of more than 167,000 hazardous trees and upwards of 16,000,000 cubic yards of disaster generated debris. Managed over 100 monitors and several supervisors simultaneously. Responsible for overall supervision and training of staff working in Jackson County, FL to ensure adherence to policies, guidelines, and procedures. Responsible for ON-system and county road data reconciliation for reimbursement.

Field Supervisor, TXDOT, Beaumont District, Hurricane Harvey (DR-4332-TX) | August 2017 to July 2018:

A storm responsible for over 30,000,000 CY of disaster generated debris and an estimated damage of \$125 Billion, tasked with daily work assignments and supervision of 75+ monitors. Performed initial DMS setups, truck certifications, monitor field training, debris assessments and site supervision. Oversaw documentation of debris picked up by both the debris contractor and TXDOT owned haul units. Successfully achieved maximum reimbursement for the client.

Debris Monitor, LADOTD, District 61, Severe Flooding (DR-4277-LA) | August 2016 to January 2017:

Documented right-of-way pickup of eligible storm debris left by a slow-moving weather event. Provided concise updates of field activity to Supervisor and assisted with daily collection of company hardware/equipment. Performed truck certifications and responsible for grading of loads entering debris management sites.

CERTIFICATIONS

- FEMA IS-100, 101, 632, 633, 700, and G202.
- ATSSA Traffic Control Technician Certified
- ATSSA Traffic Control Supervisor Certified
- T.W.I.C.

CHARSTON HOSKIN

DEBRIS FIELD SUPERVISOR

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Charston has over 11 years of experience providing disaster recovery services to governmental entities. He has served as an Operations Debris Manager for disaster debris removal projects for transportation agencies in Florida, Oregon, and Texas. At present, he is serving as an Operations Debris Manager in Florida following Hurricane Ian, the third costliest disaster in U.S. history.

RELEVANT EXPERIENCE

Operations Debris Manager, Florida Division of Emergency Management (FDEM), Hurricane Ian (DR-4673-FL) | October 2022 to Present: Responsible for overseeing day-to-day operations and supervision of debris hauler and monitoring crews. Other duties include providing daily reports to the Project Manager and FDEM. To date, approximately 135 Debris Monitors have monitored the removal of over 2.3M cubic yards (CY) (64,000 truckloads) of land and waterway debris in the counties of Lee, Charlotte, Collier, and DeSoto. Also coordinating with the Florida Fish and Wildlife Commission to identify and target the location of derelict vessels. At present, 349 vessels have been removed and it is anticipated that this number will exceed 1K. The Debris Management Team has processed over 9,200 Right-of-Entry (ROE) Residential Applications and 365 Commercial ROEs.

Operations Section Chief (North Complex), Oregon Department of Transportation (ODOT), Oregon Wildfires (DR-4562-OR) | November 2020 to October 2022: Works cooperatively in support of the Incident Management Team and the incident requirements as defined by the Incident Commander, and the Oregon Department of Transportation Contract Manager. Also provides all necessary support as determined by ODOT and the Consultants branch directors, subject matter experts, division supervisors and Task Force Leaders to oversee the actual cleanup activities by the hazard tree and debris removal contractor.

Grant Specialist, Bay County, Florida, Hurricane Michael (DR-4399-FL) | August 2020 to November 2020: Serve as a Grant Specialist for CAT A projects for the largest local-led debris effort in FEMA history, which included over 9 million cubic yards of debris totally \$250 million. Also performed data reconciliation allowing for accelerated Cat A project worksheets to be written and reimbursed for more than \$130 million of debris operations management data reviews.

Operations Debris Manager, Texas Department of Transportation, District 17, Severe Storms and Flooding (DR-4416-TX) | February 2019 to September 2019: Responsibilities included quantifying debris, categorization of debris, training of monitors, managing the debris management sites, maintaining safety compliance and all operations pertaining to the project. Also coordinated HR activities and supported the Data Management Team.

Data Manager, Florida Department of Transportation (FDOT) Districts 3 and 5, Hurricanes Irma and Michael (DR-4337 & 4399-FL) | September 2017 to July 2019: Mr. Hoskin assisted as a data manager on a team tasked by FDOT to manage the debris removal caused by various disasters. The team responded two days prior to landfall to ensure the debris hauling contractors' cut and toss crews were properly staged. Cut and

YEARS OF EXPERIENCE

11 years (since 2012)

EXPERTISE

Debris Monitoring
Project Management
Quality Assurance
Data Analysis
CDBG-DR

DISASTERS

Hurricane Ian (DR-4673-FL)
Wildfires (DR-4562-OR)
Severe Storms (DR-4416-TX)
Hurricane Michael (DR-4399-FL)
Hurricane Irma (DR-4337-FL)
Severe Winter Storm (DR-4166-SC)
Hurricane Ike (DR-1791-TX)

EDUCATION

Social Work/Public Administration
Southern University

CHARSTON HOSKIN DEBRIS FIELD SUPERVISOR

CDR | EMERGENCY MANAGEMENT

toss efforts began the same day the storm hit. The team assisted FDOT in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs and trees in the rights of way of these same roads. The team provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. The team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 100 new employees were hired to assist in the completion of the project. Mr. Hoskin served as the Operations Manager for this contract.

Disaster Case Manager, Homeowner Opportunity Program (HOP), Texas General Land Office, 2012 to 2016: Mr. Hoskin served as a Disaster Case Manager, providing comprehensive mobility counseling and disaster case management services to eligible homeowners under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program within the Houston-Galveston Area Council of Government (260 Applicants) and the City of Galveston, Texas (829 Applicants). HOP is a Disaster Recovery Housing Program through which income-qualified applicants who live in FEMA-designated "High Risk" areas or areas of high minority and/or poverty concentration may elect to rehabilitate or reconstruct their existing home or relocate to a safer and higher opportunity area. This program involves relocation counseling, conducted by Mobility Counselors, and the provision of licensed real estate professionals to explain the options and choices available.

CERTIFICATIONS

- FEMA IS-100, 200, 244, 393, 631, 632, 700, and G202.
- Florida Intermediate Maintenance of Traffic (MOT)(16-hour course)
- Louisiana Intermediate MOT (16-hour course)

FREDRICK GIBSSON DEBRIS FIELD SUPERVISOR

CDR|EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Fredrick possesses six years of diverse experience providing disaster recovery services funded by FEMA Public Assistance and FHWA-ER Programs. He has served as a supervisor and on numerous debris recovery teams following major storms in Florida, Louisiana, Oregon, and Texas. He is currently serving as a Debris Supervisor for debris removal monitoring operations in Florida following Hurricane Ian, the third costliest hurricane in U.S. history.

RELEVANT EXPERIENCE

Debris Field Supervisor, Florida Division of Emergency Management (FDEM), Hurricane Ian (DR-4673-FL) | December 2022 to Present: Hurricane Ian caused catastrophic damage with losses estimated to be more than \$50 billion. To date, approximately 2.3 million cubic yards of debris (64,000 truckloads), as well as 349 derelict vessels have been removed. As a Debris Supervisor, serve as first-line management for Field Debris Monitors, assisting as necessary with any questions or issues that arise in the field. Hold morning and evening debriefing meetings. Ensure time and attendance records for Field Debris Monitors are accurate and reported timely. Ensure Field Debris Monitors follow all procedures and interact positively within the community and team members. Hold safety briefings and ensure safety procedures are followed. Communicate issues, problems, and questions through the Chain of Command. Oversee Quality Control at loading sites. Coordinate field operations with removal contractors. Prepare daily written reports of all activities including photographs. The CDR|EM Debris Management Team has processed over 9,200 Right-of-Entry (ROE) Residential Applications and 365 Commercial ROEs.

Division Supervisor, Oregon Department of Transportation, Oregon Wildfires (DR-4562-OR) | December 2020 to September 2022: Supervise debris removal operations within 10 fire complexes, which includes hazardous tree and debris removal along 120 miles of state roadways across 9 counties. Manage every aspect of the project from start to finish including entering the job into correct systems, scheduling debris crews, keeping lines of communication open with the client as well as any debris haulers. Provide direction and supervision to task force leaders involved in monitoring all hazardous tree identification and debris loading, staging, and transportation to disposal sites. Verify documentation to ensure costs are reasonable and eligible for reimbursement and in compliance with contract and procurement policies and procedures. Also ensure that debris quantities are accurate and tracked to its final disposition. Train, coach, develop, discipline, and motivate supervisory and production staff. Supervise assigned resources, report on the progress of operations and the status of assigned resources. Organize and assign resources into configurations to meet incident and tactical objectives. Participate in the validation of disaster related damages.

Debris Supervisor | September 2017 to December 2020: Served as a Debris Supervisor for the following projects:

YEARS OF EXPERIENCE

6+ years (since 2017)

EXPERTISE

Debris Management
Debris Operations
FHWA
Right-of-Way
Project Close Out
Debris Documentation
Quality Control

DISASTERS

Hurricane Ian (DR-4673-FL)
Wildfires (DR-4562-OR)
Hurricane Laura (DR-4572-TX)
Hurricane Delta (DR-4570-LA)
Oregon Wildfires (DR-4562-OR)
Hurricane Laura (DR-4559-LA)
Hurricane Dorian (DR-4468-FL)
Hurricane Michael (DR-4399-FL)
Hurricane Harvey (DR-4332-TX)

EDUCATION

High School Graduate, Baton Rouge,
LA High School, 1998

FREDRICK GIBSSON DEBRIS FIELD SUPERVISOR

CDR | EMERGENCY MANAGEMENT

- Texas Department of Transportation, Hurricane Laura (DR-4572-TX) | August 2020 to December 2020
- Louisiana Department of Transportation and Development, Hurricane Delta (DR-4570-LA) | October 2020 to December 2020
- Louisiana Department of Transportation and Development, Hurricane Laura (DR-4559-LA) | August 2020 to December 2020
- Florida Department of Transportation, Hurricane Dorian (DR-4468-FL) and Hurricane Michael (DR-4399-FL) | October 2018 to August 2019
- Texas Department of Transportation, Hurricane Harvey (DR-4332-TX) | September 2017 to September 2018

Served as first-line management for Field Debris Monitors, assisting as necessary with any questions or issues that arise in the field. Held morning and evening debriefing meetings. Ensured time and attendance records for Field Debris Monitors are accurate and reported timely. Ensured Field Debris Monitors follow all procedures and interact positively within the community and team members. Held safety briefings and ensured safety procedures are followed. Communicated issues, problems, and questions through the Chain of Command. Provided oversight of Quality Control at loading sites. Coordinated field operations with removal contractors. Prepared daily written reports of all activities including photographs. Scheduled and deployed loading and tower/site Debris Monitors, overseeing daily activities at all sites. Resolved field operational, eligibility, and safety issues, maintaining constant communication with the Operations Manager and/or Project Manager. Communicated and coordinated daily activities with FEMA, State and applicant field personnel as required. Conducted or provided oversight of truck certifications, load measurement, and photo-documentation as required. Collected daily logs from the Debris Monitors and tabulated truckload data for daily reports. Make unannounced visits to all sites to review and inspect operations to ensure guidelines and requirements are followed. Ensured only debris from approved areas is loaded for removal.

CERTIFICATIONS

- FEMA IS-5, 18.21, 19.21, 27, 29.a, 35.21, 100.c, 101.c, 102.c, 103.c, 120.c, 158, 200.c, 215, 216, 230.d, 235.c, 240.b, 241.b, 242.b, 244.b, 632.a, 700.b, 800.d, 1100, 1200, 2200, 2900.a, and G202.
- LADOTD Traffic Control Supervisor
- OSHA HAZWOPER 40 Hour Training

OTIS DE REYNA DEBRIS FIELD SUPERVISOR

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Otis has more than 11 years of experience performing disaster recovery services. He is exceptionally knowledgeable of duties related to FEMA Public Assistance (FEMA-PA) activities for debris removal operations including monitoring of collection and disposal sites, vehicle certifications, and the use of Automated Debris Management Systems (ADMS) for documentation to verify compliance with approved FEMA, state, and local policies. His expertise includes performance of damage assessments used to assist with restoration of infrastructure as part of the FEMA-PA program, as well as assessments to support recovery of disaster survivors under the FEMA Individual Assistance program.

RELEVANT EXPERIENCE

Operations Debris Manager, Florida Division of Emergency Management (FDEM), Hurricane Ian (DR-4673-FL) | October 2022 to Present:

Hurricane Ian caused catastrophic damage with losses estimated to be more than \$50 billion. As Operations Debris Manager, responsible for overseeing day-to-day operations and supervision of debris hauler and monitoring crews. Other duties include providing daily reports to the Project Manager and FDEM. To date, approximately 135 Debris Monitors have monitored the removal of over 2.3M cubic yards (CY) (64,000 truckloads) of land and waterway debris in the counties of Lee, Charlotte, Collier, and DeSoto. Also coordinating with the Florida Fish and Wildlife Commission to identify and target the location of derelict vessels. At present, 349 vessels have been removed and it is anticipated that this number will exceed 1K. The Debris Management Team has processed over 9,200 Right-of-Entry (ROE) Residential Applications and 365 Commercial ROEs.

Project Manager, Colorado Department of Homeland Security and Emergency Management – Boulder County, CO, Marshall Wildfire (DR-4634-OR) | May 2022 to October 2022:

The Marshall fire swept through the City of Louisville, Town of Superior, and unincorporated Boulder County, destroying and damaging more than 1,000 homes and over 30 commercial structures. The wildfire surpassed the 2013 Black Forest wildfire as the state's most destructive in terms of structures lost. Provided oversight of debris removal operations, including coordinated daily briefings, staffing, and work assignments. Other features of this project included:

- Providing Right-of-Entry and Private Property Debris Removal (PPDR) guidance and site inspections.
- Standing up a Call Center to respond to public questions, and concerns about debris removal activities, including PPDR activities.
- Developing GIS and mapping applications for debris management operations.
- Reviewing, validating, and/or reconciling invoices submitted by debris removal contractors.
- Providing hazardous tree assessment by certified arborists.
- Providing monitoring of debris removal operations by type and quantity.
- Serving as the point of contact for Boulder County and meeting with local, State, and Federal partners as it related to debris management activities.
- Providing FEMA Public Assistance technical assistance and programmatic support.
- Conducting hazardous tree assessments and removing 1,797 hazardous trees.
- Monitoring hydro mulching of 561 burned parcels to prevent soil erosion and foster revegetation.
- Monitoring the removal of over 172 tons of debris consisting of the following:
 - 103,500 tons of Ash & Soil
 - 52,000 tons of Reinforced Concrete

YEARS OF EXPERIENCE

10+ years

EXPERTISE

Debris Management
FEMA PA
Damage Assessments
CDBG-DR
Quality Assurance

DISASTERS

Hurricane Ian (DR-4673-FL)
Marshall Wildfire (DR-4634-CO)
Oregon Wildfires (DR-4562-OR)
Hurricane Michael (DR-4399-FL)
Hurricane Sandy (DR-4087-CT)
Hurricane Isaac (DR-4080-LA)

OTIS DE REYNA DEBRIS FIELD SUPERVISOR

**CDR | EMERGENCY
MANAGEMENT**

- 13,000 tons of Concrete & Brick
- 2,400 tons of Recyclable Metal
- 1,800 tons of Vegetative Debris
- Out of 1,084 homes destroyed from the Marshall Wildfire, 566 homes participated in the Boulder County PPDR program managed by CDR|M.

Task Force Leader, Oregon Department of Transportation, Hazardous Tree Removal and Debris Monitoring, Oregon Wildfires (DR-4562-OR) | December 2020 to Present: Supervised debris and hazardous tree removal operations and performed damage assessments within 10 total fire boundaries, across 9 counties along approximately 120 miles of state roadways. Coordinated with debris removal contractors and supervised debris monitors to ensure proper documentation occurred at collection and disposal sites, as well as tracking of all costs associated with merchantable logs. This involved regular communication with UAS (drone) teams for quantifying debris during damage assessments and assisting with survey, mapping, and inspecting activities in high slope areas where conditions were too hazardous for personnel to access.

Case Manager, State of New York Governor's Office of Storm Recovery, Rental Property Program | 2016 to 2020: Attended and contributed to weekly meetings with client regarding program metrics and standard operating procedures, and managed applicant files. Collected data from submitted files and assisted in populating the Programs record system.

Project Coordinator, Texas General Lands Office | 2013 to 2014: Project Coordinator over the County of Galveston, responsible for 7 Mobility Counselors and over 200 Applicants that participated in the relocation program.

Project Manager, Town of Clinton Connecticut, Hurricane Sandy (DR-4087-CT) | November 2012 to January 2013: Services included overseeing field supervisors, quantifying, and categorizing debris, training monitors, managing the dump sites, and overseeing all operations pertaining to this project. Working in conjunction with all local government officials, Connecticut Department of Transportation (CDOT), Department of Energy and Environmental Protection (DEEP), FEMA, and US Fish and Wildlife Services.

Field Supervisor, Louisiana Department of Transportation, District 2, Hurricane Isaac (DR-4080-LA) | 2012: Responsible for training over 100+ field monitors, overseeing all field truck certification, managing multiple parish operations, and dealing with sensitive issues related the project completion.

CERTIFICATIONS

- FEMA IS- 100, 200, 630, 632, 700, 800, and G-202

DAVID PAPIN DATA MANAGER

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

David is an experienced and qualified FEMA Public Assistance (FEMA-PA) Recovery Specialist, Debris Management Data Manager, and Debris Field Supervisor. Has is currently serving as a FEMA-PA Specialist assisting Applicants recovery from the Commonwealth of Kentucky's most recent disasters.

RELEVANT EXPERIENCE

FEMA-PA Specialist, Kentucky Emergency Management, Severe Storms, Tornadoes, & Flooding (DR-4663, 4643, and 4630-KY) | August 2022 to Present: Currently providing FEMA-PA assistance for three open disasters (DR-4663, DR-4643, and DR-4630). Prepares project damage descriptions, scope of work, and support documentation. Manages simultaneous development of multiple Project Worksheets. Prepare project documentation and cost estimates. Provides policy guidance expertise. Organizes and maintains project records and reports. Completes tasks on time and within project budgets. Works in FEMA's Grants Portal to track project status.

FEMA-PA Debris Specialist, Colorado Department of Homeland Security and Emergency Management – Boulder County, 2022 Marshall Fire (DR-4634-CO) | May 2022 to August 2022: Validated and/or reconciled debris hauler invoices, validated payments requests, gathered, and packaged documentation and uploaded to SharePoint for county review.

Data Manager, Oregon Department of Transportation (ODOT), Wildfires (DR-4562-OR) | February 2021 to December 2022: Coordinates data entry and information management, including the preparation of detailed debris estimates for submission to client's debris manager. Provide daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepare supporting documentation for Category A Project Worksheets (PWs) and provide QA/QC of load ticket information. Work with contractors and ODOT to validate invoices. Bi-weekly invoices are prepared and submitted to ODOT for payment. Using ODOT's Doc Express over 300 invoices have been submitted for payments totaling \$250M.

FEMA-PA Specialist, Bay County, Florida, Hurricane Michael (DR-4399-FL) | December 2019 to January 2021: Assisted with the formulation of over \$40M Category B PWs and completed validation for Category B Force Account Labor/Equipment based on the scope of work. Completed validation for Applicant Contracts, Materials and Rentals. Uploaded documentation into Grants Portal in response to Essential Elements of Information inquiries and answered Consolidated Resource Center Requests for information. Assisted with formulation of waterway projects and completed PW workbooks.

FEMA-PA Specialist, Jackson County, Florida, Severe Storms, Tornadoes, Straight-line Winds, & Flooding (DR-4177-FL) | July 2014 to December 2020: Provided cost recovery support to ensure maximum federal reimbursement. Planned and executed site inspections with FEMA and County staff. Developed detailed Damage Descriptions and Scope of Work for PWs. Worked with stakeholders to assist the County in becoming

YEARS OF EXPERIENCE

15+ years

EXPERTISE

FEMA Public Assistance
Debris Management
Data Management

DISASTERS

Severe Storms & Flooding (DR-4663-KY)
Severe Storms & Tornadoes (DR-4643-KY)
Severe Storms (DR-4630-KY)
Marshall Wildfire (DR-4634-CO)
Wildfires (DR-4562-OR)
Hurricane Michael (DR-4399-FL)
Severe Storms (DR-4177-FL)
Severe Storms (DR-4145-CO)
Hurricane Sandy (DR-4086-RI)
Hurricane Isaac (DR-4080-LA)
Ice Storms (DR-1819-KY)
Ice Storms (DR-1818-KY)
Hurricane Ike (DR-1792-LA)
Hurricane Ike (DR-1791-TX)
Hurricane Gustav (DR-1786-LA)
Tropical Storm Fay (DR-1785-FL)
Tornados (DR-1761-GA)
Tornados (DR-1750-GA)
Ice Storm (DR-1735-OK)
Ice Storm (DR-1403-MI)

MILITARY

U.S. Navy, 1993-1997

DAVID PAPIN DATA MANAGER

CDR | EMERGENCY MANAGEMENT

the first county in Florida to utilize the Public Assistance Alternative Procedures. Collaborated with the Office of Inspector General (OIG) as they conducted an audit for projects utilizing Public Assistance Alternative Procedures.

FEMA-PA Specialist, Boulder County, Colorado, Severe Storms, Flooding, Landslides, & Mudslides (DR-4145-CO) | December 2013 to July 2014: Provided cost recovery support and coordinated with the City's finance department to ensure maximum federal reimbursement. Planned and executed site inspections with FEMA and City staff. Developed detailed Damage Descriptions and Scope of Work for PWs. Assisted FEMA with the development of PWs for Public Works and Parks and Recreation Department as well as Open Space and Mountain Parks. Coordinated meetings with FEMA, State of Colorado representatives, and City of Boulder staff. Navigated the City of Boulder's Shared Drive to provide FEMA the proper documentation for PWs.

Data Manager, Towns of Charlestown and Westerly, Rhode Island, Hurricane Sandy (DR-4086-RI) | October 2012 to March 2013: Provided daily reports regarding debris removal operations. Conducted daily data entry of all load tickets provided by tower monitors. Performed reconciliation of load tickets for the dump site and trucking company. Provided applicants with all backup documentation necessary for FEMA reimbursement. Assisted in recruiting debris monitors via email, internet sites, and phone calls. Led training of new debris monitors and ensured employment paperwork was completed. Worked with field supervisors providing proper load tickets and equipment for all debris and tower monitors. Assisted field supervisors with calculations of truck certifications per FEMA guidelines.

Data Manager, Various Locations, Louisiana, Hurricane Isaac (DR-4081-LA) | 2012: Provided daily reports regarding debris removal operations. Conducted daily data entry of all load tickets provided by tower monitors. Performed reconciliation of load tickets for the dump site and trucking company. Provided applicants with all backup documentation necessary for FEMA reimbursement. Assisted in recruiting debris monitors via email, internet sites, and phone calls. Led training of new debris monitors and ensured employment paperwork was correctly completed. Worked with field supervisors providing proper load tickets and equipment for all debris and tower monitors. Assisted field supervisors with calculations of truck certifications per FEMA guidelines.

Debris Data Specialist, Kentucky Transportation Cabinet, City of Fayetteville, City of Rector, Mississippi County, Arkansas, Ice Storms (DR-1818-KY and DR-1819-AR) | 2009: Coordinated data entry and information management, including the preparation of detailed debris estimates and submitting them to the client's debris manager. Provided daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepared supporting documentation for PWs. This contract involved the removal and monitoring of more than 19M CY of disaster-generated debris covering two states simultaneously.

Debris Data Specialist, City of Monroe, Texas, Hurricane Ike (DR-1791-TX) | 2008: Coordinated data entry and information management, including the preparation of detailed debris estimates and submitting them to the client's debris manager. Provided daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepared supporting documentation for PWs.

Debris Data Specialist, Louisiana Department of Transportation and Development, Statewide and Lafourche Parish, Louisiana, Hurricanes Gustav (DR-1786-LA) and Hurricane Ike (DR-1792-LA) | 2008: Coordinated data entry and information management, including the preparation of detailed debris estimates and submitting them to the client's debris manager. Provided daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepared supporting documentation for PWs. This contract included the removal of more than 3M CY of disaster-generated debris and over 230,000 hazardous trees. More than 300,000 tickets were issued by 1,200 debris monitors.

**DAVID PAPIN
DATA MANAGER**

**CDR | EMERGENCY
MANAGEMENT**

Debris Data Specialist, Collier County, Florida, Tropical Storm Fay (DR-1785-FL) and Bibb County, Georgia, Tornadoes (DR-1750-GA & DR-1761-GA) | 2008: Coordinated data entry and information management, including the preparation of detailed debris estimates and submitting them to the client's debris manager. Provided daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepared supporting documentation for PWs.

Debris Data Specialist, City of Tulsa, Oklahoma, Ice Storm (DR-1735-OK) | 2008: Coordinated data entry and information management, including the preparation of detailed debris estimates and submitting them to the client's debris manager. Provided daily, weekly, or other periodic reports noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates. Prepared supporting documentation for 40 plus PWs. Provided QA/QC of load ticket information. This project included the removal of more than 2.75M CY of disaster-generated debris.

CERTIFICATIONS

- FEMA IS-100, 101, 200, 230, 240, 241, 242, 393.a, 547, 630, 632, 700, 800.d, 1000, 1001, 1002, 1004, 1006, 1007, 1009, 1013, 1014, 1017, and 1018. (IS-1026 is unavailable due to FEMA review)
- OSHA 30

DEEPALI DATRE, PMP, GISP GIS SPECIALIST

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Deepali has supervised day-to-day operations of the software development projects including GIS, web, and mobile applications. The projects that she has delivered showcase a wide variety of applications that apply visual analytics and/or geospatially enabled analytics at state and local levels. Her project portfolio includes development of a wide variety of geo-enabled applications both, enterprise (in-house) and cloud implementations, on mobile, web and desktop platforms. In addition, she has worked as a liaison between clients and development/operations teams to deliver successful projects on time and within budget. When initializing projects, she is keen to emphasize on identifying workflows and process to streamline using configurable or customized software solutions. She specializes in working with ESRI ArcGIS technologies, including ArcGIS desktop and Pro, ArcGIS Server and ArcSDE as well as the growing ESRI cloud-based solutions on ArcGIS Online including dashboards and field data collection.

She possesses a demonstrable record of accomplishment of defining and executing solutions and process improvement initiatives, leading them from start to finish, including the definition of success metrics. Over these years, she has had the opportunity to deploy solutions across disciplines including Project Development, Planning, Construction and Engineering Inspections, Intelligent Traffic Systems (Networking, Integration, and operations) and Emergency Management Services. She is fluent in the following Program Languages: HTML, DHTML, ASP, VB Script, JavaScript, Python, ASP.Net, VB.Net, and SQL.

RELEVANT EXPERIENCE

GIS Specialist, Hurricane Ian (DR-4673-FL) Lee, Charlotte, Collier, and DeSoto County, FL | October 2022 to Present: Actively collects data from the field with hardware and software, or passively collects data with other Global Positioning System (GPS) capable mobile data collection devices. Also collects and integrates relevant GIS field data into maps and real time situational awareness tools for debris management personnel and organization leadership to make informed decisions.

GIS Specialist, Boulder County, CO Wildfires (DR-4634-CO) | January 2022 to October 2022: Actively collected data from the field with hardware and software, or passively collected data with other GPS capable mobile data collection devices. Also collected and integrated relevant GIS field data into maps and real time situational awareness tools for debris management personnel and organization leadership to make informed decisions. Managed the Unmanned Aircraft System (UAS) program to allow for LiDAR and Photogrammetry data analysis.

GIS Specialist, Oregon Wildfires (DR-4562-OR) | November 2020 to May 2022: Actively collected data from the field with hardware and software, or passively collected data with other GPS capable mobile data collection devices. Also collected and integrated relevant GIS field data into maps and real time situational awareness tools for debris management personnel and organization leadership to make informed decisions. Managed the UAS program to allow for LiDAR and Photogrammetry data analysis.

YEARS OF EXPERIENCE

22+ YEARS

EXPERTISE

ArcGIS Online/Pro/Server/Map/Pad
Application Builder
Google Earth
MS Visual Studio
MS Office Suite

DISASTERS

Hurricane Ian (DR-4673-FL)
Wildfires (DR-4634-CO)
Wildfires (DR-4562-OR)
Hurricane Michael (DR-4337-FL)
Hurricane Irma (DR-4337-FL)
Severe Storms (DR-4166-SC)
Severe Storms (DR-1971-AL)
Severe Storms (DR-1894-RI)
Hurricane Ike (DR-1791-TX)
Hurricane Gustav (DR-1786-LA)
Tropical Storm Fay (DR-1785-FL)

EDUCATION

MBA, University of Phoenix (2004)
B.S. Management Information
Systems and Marketing,
Florida State University (2000)

DEEPALI DATRE, PMP, GISP GIS SPECIALIST

CDR | EMERGENCY MANAGEMENT

Data Solutions Manager | September 2006 to November 2020: Collaborated with stakeholders to define their content needs and translate those needs into well-defined, documented, and scalable solutions, supported by processes and tooling. Served as Process Lead and worked with team on an ongoing basis to constantly refine and optimize GIS and web-based solutions.

Data Systems Manager, Florida Department of Transportation | January 2004 to July 2006: Worked with all departments within the department to develop and administer the agency's database systems and be responsible for providing customer and business intelligence and data reporting and analysis services to a range of internal and external stakeholders. Conducted business analysis and needs assessment and served on the State of Florida GIS Functional Steering Committee.

E-Commerce Developer, Tech Data | January 2001 to January 2004: Wrote specifications, completed systems analysis and design work, conducted research and fact-finding to support E-commerce sites, including troubleshooting, and acted as a liaison to the Internet Team and Departments and clients. Served as a ASP.NET Developer Associate.

CERTIFICATIONS

- Project Management Professional, Project Management Institute, December 2014 (Renewed May 2020)
- GISP, GIS Certification Institute, April 2008

ALICIA BOWMAN ADMIN/DATA ENTRY CLERK

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Alicia possesses over ten of years FEMA Public Assistance experience and five years of disaster debris recovery experience. She has managed programs for the State of Louisiana, providing support to the community, managing various community development block programs, disaster, and economic relief programs. She has also managed debris collection, transportation and staging in accordance with local standards. She has served as key personnel on numerous debris recovery teams following major storm and disaster events in Florida, Louisiana, and Oregon, of which she has been integral from beginning to end, having a part in all phases of the debris management process. She has very strong analytical, planning, managerial, and organizational skills. She has provided expert guidance and advice to State and municipal agencies for all aspects of debris removal operations, including activities related to loading, staging, disposal site monitoring, environmental permitting, and cost eligibility for reimbursement.

RELEVANT EXPERIENCE

Admin/Data Entry Clerk, Florida Division of Emergency Management for Lee, Charlotte, Collier and DeSoto County, Hurricane Ian (DR-4673-FL) | October 2022 to Present: Performing data entry work, linking load ticket and debris management site information, including reconciliation and photographic documentation. Providing quality assurance of hauler load tickets.

Assistant Operations Manager, Oregon Department of Transportation, 2020 Wildfires (DR-4562-OR) | February 2021 to July 2022: Responsible for daily execution of pre-planned objectives with the goal of procuring 100% reimbursement for the client. Handles all administrative duties, orientations, field support, daily reporting of numbers, attending all operations meetings, scheduling, and coordinates communications with the client, contractors, and local community.

Assistant Operations Manager / Project Manager, Louisiana Department of Transportation (LaDOTD), District 2, Hurricane Zeta (DR-4577-LA) | October 2020 to December 2020: Performed initial damage assessments for LaDOTD to determine severity of impact and scope of work to be performed. Responsible for the training of all field monitors and management of personnel. Supervised all debris removal activities from initial roadside pickup to final disposal. Fostered client relationship through adherence to plans set forth and facilitated expectations by providing concise status reports to LaDOTD, proactively addressing all issues.

Field Supervisor, Hurricane Laura (DR-4559-LA), LaDOTD, District 8 | August 2020 to October 2020: Responsible for scheduling and dispatch of more than 80 loading site and tower monitors daily. Coordinated daily field activities to ensure the achievement of both long- and short-term project objectives. Assessed contractor ability to perform as required. Reviewed monitor performance, training, field assessments, auditing logs, safety meeting, and downsizing of staff.

YEARS OF EXPERIENCE

10 YEARS

EXPERTISE

Debris Management
FEMA Public Assistance
CDBG-DR
Quality Control

DISASTERS

Hurricane Ian (DR-4673-FL)
Oregon Wildfires (DR-4562-OR)
Hurricane Zeta (DR-4577-LA)
Hurricane Laura (DR-4559-LA)
Severe Floods (DR-4277-LA)

EDUCATION

B.S. Business Administration,
Louisiana State University at
Alexandria, 2012

A.A.S Administrative Management
Louisiana State University at Eunice,
2007

ALICIA BOWMAN
ADMIN/DATA ENTRY CLERK**CDR | EMERGENCY
MANAGEMENT**

Strategies to Empower People (STEP) Case Manager, State of Louisiana, Department of Children and Welfare Services, St. Landry, Evangeline Parishes, March 2019 to August 2020: Managed the STEP Program for the state of Louisiana in St. Landry and Evangeline parishes. She met with, guided, and assisted STEP clients in enrolling in school, job searches, self-development, and various other tasks to assist them in becoming self-sufficient. Located housing for clients, conducted classes on budgeting and life skills, and reported to the State of Louisiana the success and failure of clients.

Manager, RESTORE Louisiana Program | June 2017 to February 2019: Managed the Lafayette, Louisiana office for the RESTORE Louisiana Program. The project was a Community Based Block Grant that was set up to assist the homeowners to recover from The Great Flood of 2016. Served as office manager and managed a staff of case managers and secretaries that assisted homeowners in applying, as well as maintaining cases according to federal and state guidelines. Assisted homeowners in six parishes complete applications, gather documentation, go through inspection, get their homes repaired, demolition, replaced or repaid for repairs they had previously completed.

Operations Manager, Wal-Mart Distribution Center | August 2007 to June 2017: Managed shipping, receiving, and distribution departments at the local distribution center. Responsible for all trainings, safety operations, policy enforcement as well as safety. Trained all loaders, floaters, yard drivers, desk clerks, receivers, and encoders. Also served as Operations Manager at Store 312, Asset Protection Manager for stores 312, and 543 and Area Asset Protection Trainer. Responsible for all compliance, payroll, daily, weekly, monthly, and quarterly reports, and the Personnel Department, Finance, Receiving, Claims, Invoicing, and soft lines. Attended community meetings, managed community outreach programs, and recruiting for the company.

CERTIFICATIONS

- FEMA IS-100 Introduction to the Incident Command System
- FEMA IS-101 Preparing for Federal Disaster Operations
- FEMA IS-200 Basic Incident Command System
- FEMA IS-632 Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-700 Introduction to the National Incident Management System
- FEMA IS-800 Preparing for Natural Response Framework

JONATHAN HARRIS

sUAS DRONE PILOT

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Jonathan possesses extensive disaster-related experience leading and managing sUAS (Drone) teams in data acquisition and processing workflows. He has a strong background in aerial inspection as well as LiDAR and Photogrammetric mapping using both manned aircraft and sUAS. He also has experience navigating the challenging regulatory framework associated with sUAS flights in disaster areas and locations with busy manned air traffic.

RELEVANT EXPERIENCE

Debris Monitoring Drone Operator Supervisor, Florida Division of Emergency Management, Hurricane Ian (DR-4763-FL) | October 2022 to Present: Hurricane Ian caused catastrophic damages, with losses estimated to be more than \$50 billion. To date, approximately 2.3 million cubic yards of debris, as well as 349 derelict vessels have been removed. Duties include assessing debris in inaccessible areas including mangroves, islands, and waterways throughout Lee, Charlotte, Collier, and DeSoto County. Inventoried derelict vessels, identified sources of contamination and active spill releases, and coordinated with the USCG for reporting. Managed remote pilots and planning for daily flight operations. Performed photogrammetric mapping and analysis for several locations to identify and quantify debris.

Drone Operator Supervisor, Monroe County, FL, Hurricane Ian (DR-4673-FL) | Sept 2022: Performed pre-storm inspections and mapping for critical county properties prior to hurricane landfall. Coordinated with county government officials to identify and prioritize inspections. Generated video, photographic and photogrammetric mapping products for delivery post landfall.

Consultant, Blue Heron LLC | 2017 to Present: Provide GIS database construction and data analysis, enterprise UAS program development, and best practice implementation, manned and unmanned aerial photogrammetric mapping and data processing, and aerial cinematography.

Subject Matter Expert, Skyward (a Verizon Company) | 2017 to 2018: Provided consulting services to Skyward's sUAS services group, including Part 107 waiver deployment, enterprise program development, and regulatory review.

Producer, UAV Operator, Hoptocopter Films | 2016 to 2017

Director, Airborne Mapping/GIS, Olsson Associates, Grand Junction, Colorado | 2013 to 2016

Geographic Information Systems Administrator, HRL Compliance Solutions, Inc., Grand Junction, Colorado | 2008 – 2013

CERTIFICATIONS

- FEMA IS-632.a
- FDOT Intermediate MOT

YEARS OF EXPERIENCE

28 years (since 1995)

EXPERTISE

Debris Monitoring
GIS and Reporting
Small Unmanned Aircraft Systems
Part 61 Private Pilot

DISASTER EXPERIENCE

Hurricane Ian (DR-4673-FL)
Hurricane Ian (DR-4673-FL)
Oregon Wildfires (DR-4562-OR)

EDUCATION

B.S. Environmental Sciences,
Colorado Mesa University

JONATHAN HARRIS sUAS DRONE PILOT

**CDR | EMERGENCY
MANAGEMENT**

- Part 61 Private Pilot (logged 2,056 remote flight hours)
- Introduction to FEMA Monitoring of Debris Operations (Collection/ Disposal Site Monitoring)
- Introduction to FEMA Public Assistance Truck Certifications
- CDR Maguire Waterway Debris Monitoring Operations
- CDR Maguire Debris Standard Operating Procedures and Use of ADMS
- Overview of FDOT Maintenance of Traffic Planning and Implementation

SUSAN GEORGE FEMA-PA SPECIALIST

CDR | EMERGENCY MANAGEMENT

EXPERIENCE SUMMARY

Susan has over 25 years of emergency management experience, beginning in 1998 with the Florida Division of Emergency Management (FDEM). Throughout her tenure at FDEM, she served in a variety of activation roles earning experience in preparedness, response, recovery, and mitigation. She was appointed as lead over the Documentation Unit in ESF-5 during activation which entailed running Incident Action Plan meetings, review and submittal of Incident Action Plans as well as Situational Incident Reports to the Operations Chief. She was a member of the State Incident Management Team which included deployments to Columbia County for the Florida Suwanee Fire Complex activation, Hendry County for Hurricane Wilma, and with Florida Area Command in Mississippi in response to Hurricane Katrina. She also has served as a County Liaison representative during activations ensuring county requests were being directed to appropriate Branches/Emergency Support Functions within the State Emergency Operations Center; participated in various Thunderbolt Exercises as well as multiple Nuclear Power Plant exercises throughout the state; and she served as Lead Planner responsible for coordinating the review of county emergency management plans ensuring they encompassed all components as outlined in Chapter 252, Florida Statutes. She also assisted counties in updating their plans to ensure content was organized and functional. She also served as Lead Planner responsible for the updating the State's Comprehensive Emergency Management Plan requiring aggressive coordination of key stake holders to revise items to reflect National Incident Management System requirements, Presidential Policy Directive 8 (PPD-8) requirements, FEMA's Comprehensive Preparedness Guide (CPG-101), and lessons learned from previous response operations and exercises. As a member of the Technological Hazards Section, she reviewed and recommended approval of hazards analysis for submitted facilities which housed extremely hazardous substances. She also provided technical assistance to these facilities on reporting requirements of the Emergency Planning and Community Right-To-Know Act.

RELEVANT EXPERIENCE

FEMA Public Assistance Specialist, Bay County, FL, Hurricane Michael (DR-4339-FL) | July 2021 to Present: Part of a recovery team providing close-out services for Hurricane Michael Sub-recipients Project Worksheets.

FEMA Public Assistance Specialist/EOC and State Liaison Support, Kentucky Emergency Management, COVID-19 (DR-4497-KY), Severe Storms & Tornadoes (DR-4630-KY) Severe Storms & Flooding (DR-4643-KY) | December 2021 to Present: Served as a Public Assistance lead specialist

YEARS OF EXPERIENCE

25 YEARS (Since 1998)

EXPERTISE

FHWA – Emergency Relief (ER)
CDBG
Budget & Strategic Planning
Grant Writing & Technical Assistance
Public Policy & Research
Local, State, Federal Government

DISASTER EXPERIENCE

Severe Storms & Flooding (DR-4643-KY)
Severe Storms & Tornadoes (DR-4630-KY)
COVID-19 (DR-4497-KY)
Hurricane Irma (DR-4337-FL)
Hurricane Michael (DR-4339-FL)
Hurricane Harvey (DR-4332-TX)
Hurricane Gustav (DR-1806-FL)
Tropical Storm Fay (DR-1785-FL)
Hurricane Wilma (DR-1609-FL)
Hurricane Katrina (DR-1602-FL)
Hurricane Mississippi (DR-1604-MS)
Hurricane Dennis (DR-1595-FL)
Hurricane Jeanne (DR-1561-FL)
Hurricane Ivan (DR-1551-FL)
Hurricane Frances (DR-1566-SC)
Hurricane Charley (DR-1539-FL)
Severe Storms & Flooding (DR-1345-FL)
Hurricane Floyd (DR-1308-ME)
Hurricane Georges (DR-1251-MS)
Severe Storms & Flooding (DR-1204-FL)

EDUCATION

Emergency Management Certification,
Florida State University

A.S., Early Childhood Education, Darton
College

SUSAN GEORGE FEMA-PA SPECIALIST

CDR | EMERGENCY MANAGEMENT

for all COVID State-led mass vaccination sites that operated in response to Operation Warp Speed throughout the Commonwealth of Kentucky. Duties entailed providing policy guidance, technical assistance, and support of required FEMA reports (Equitable Vaccination Administration Information Report). Served as a State Liaison and ESF 5 specialist in Eastern Kentucky for the communities impacted by tornado outbreak (DR-4630) and provided Public Assistance technical assistance for Sub-recipients during Public Assistance Exploratory Calls, Recovery Scoping Meetings, Site Inspections, and Recovery Transition Meetings related to a severe flooding event (DR-4643).

Junior Validator, Florida Division of Emergency Management, Hurricane Irma (DR-4337-FL) | 2021: Validated and reconciled expenses claimed in Sub-recipient Project Worksheets for Hurricane Irma.

Director, Disaster Case Management Program, Volunteer Florida, Hurricane Michael (DR- 4339-FL) | 2019 to 2021: Provided oversight and management of the FEMA Disaster Case Management Program as administered through Volunteer Florida in support of Hurricane Michael. Worked closely with County, State, FEMA leadership as well as Long Term Recovery Groups, various volunteer organizations and their partners to provide disaster case management to Hurricane Michael survivors.

Housing Assistance Center (HAC) Manager, Texas General Lands Office – CDBG-DR Program, Hurricane Harvey (DR-4332-TX) | 2018 to 2019: Managed a staff of 13 case managers and 3 administrative assistants. Organized outreach events to perform the same duties within communities to reach applicants with limited resources for coming into the HAC. Worked with local government officials, community leaders, provided training, and technical assistance to staff and community stakeholders.

Recovery Specialist, Metric Engineering – Emergency Services | 2014 to 2018: Performed an array of specialized emergency management and consulting services, which included emergency operations center support, Public Assistance support, administration of mitigation grants, CDBG housing assistance counseling, and support with the development of disaster recovery plans. Analyzed and interpreted program guidelines and monitored program progression to ensure compliance of program criteria and deadlines. Clientele and projects included:

- Texas General Lands Office, Hurricane Harvey (DR-4332-TX), HR/Finance Support for Galveston Beach Land and Marine Debris Removal Monitoring (including derelict vessels)
- Pasco County, FL, Department of Emergency Management, Hurricane Hermine (DR-4280-FL) and Hurricane Irma (DR-4337-FL), EOC and VOAD Support
- Union Parish Police Jury, Louisiana, Severe Storm & Flooding (DR-4263), FEMA PA Close-out support
- Texas General Land Office, CDBG-DR Homeowner Opportunity Program Grant Support
- City of Birmingham, Alabama, Wind Mitigation Grant Program, Program Specialist
- Washington County, Florida (DR-4138-FL), Comprehensive Disaster Recovery Plan Development, Planner

Senior Management Analyst, Florida Division of Emergency Management | April 2012 to July 2014: Served as main point of contact for state and federal contract reporting requirements for the Division as defined by the Federal Funding Accountability and Transparency Act (FFATA) as well as for the state requirements as defined by the Transparency Florida Act. Provided interpretations of related policy; developed/implemented procedures; maintained a working knowledge of both transparency acts as well as the system tools used for capturing the contract data; assisted with review of proposed legislation related to the Transparency Acts and provided comments on potential impacts to FDEM. Performed

SUSAN GEORGE FEMA-PA SPECIALIST

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financial specialist duties for contractual service agreements managed by the Division's external affairs unit. Served as a member of the Emergency Management Accreditation Working Group as well as the Internal Training Advisory Group for Division employees.

Management Analyst, Florida Division of Emergency Management | February 2003 to July 2009:

Responsible for the coordination and update of the State Comprehensive Emergency Management Plan (SCEMP). In addition to the SCEMP update, duties included overseeing the coordination of all 67 County CEMP reviews via six team leaders, each assigned an FDEM region. Provided technical assistance to team leaders, maintained a database which collected status updates on all county reviews, provided updates to management as well as interpreted policy, updated program SOPs, provided training and worked closely with the Regional Coordinators in support of Rule 9G-6, F.A.C. Facilitated program meetings with team leaders and other staff of interest to provide updates and to communicate information regarding the CEMP program in general.

Government Operations Consultant, Florida Division of Emergency Management | May 1998 to February 2003:

Served in the Bureau of Public Assistance administering federal Public Assistance (PA) Grants to local municipalities for various major declarations throughout Florida. Analyzed quarterly reports to detect any issues and worked closely with PA engineers during project close outs. Performed on-site desk audits to include project inspections, provided programmatic and technical assistance, interpreted regulations and policies, and conducted PA program applicant briefings. Served as Management Analyst for the FDEM, Bureau of Compliance Planning and Support, Technical Hazards Section: providing staff support to the State Emergency Response Commission (SERC) which administers the Federal Emergency Planning and Community Right-To-Know Act, Florida Hazardous Materials Emergency Response and Community Right-To-Know Act, and the Florida Accidental Release Prevention and Risk Management Planning Act. Coordinated, attended, and provided written summaries of quarterly meetings for both the SERC and the Local Emergency Planning Council (LEPC). Managed three types of contracts: LEPC, a U.S. Department of Transportation Grant and the update and development of Hazards Analyses for Section 302 facilities (facilities which store extremely hazardous chemicals) contract. Performed general contract management, monitored for scope of work compliance, financial reimbursement, amendments/modifications, review, and approval of LEPC emergency plans, review, and approval of exercise scenarios, after action reports. Served as a team leader for the Comprehensive Emergency Management Plan program for the FDEM Region 1 serving 11 counties, which entailed the coordination of review sessions and determination of plan compliance as related to Rule 9G-6 criteria. Maintained a working knowledge of federal and state hazardous material planning and prevention regulations, assisted in developing and updating scopes of work for grant programs, served on a working group developing guidance for the counties to implement NIMS into their CEMPs.

CERTIFICATIONS

- FEMA IS-100, 200, 700, 800, and 2200; G-195, 196, 197, 202, 270.4, 300, 400, 360, and 601; and S-440: Planning Section Chief
- EMAP Evaluator Certification
- Computer-Aided Management of Emergency Operations (CAMEOfm)
- Logistics Function in Emergency Operations
- Emergency Operations Center Management and Operations
- The New Public Assistance Program
- All Hazards Incident Management Team Training Certification
- State Emergency Operations Center – 101

**SUSAN GEORGE
FEMA-PA SPECIALIST**

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MANAGEMENT**

- U.S. National Grid Training
- Radiological Emergency Planning Awareness Training
- Hazardous Materials Training Program 4-Hour Awareness-Level
- COOP
- HSEEP Certificate
- Advancing Accountability (Best Practices for Contract and Grant Management)
- Contract Management Training course

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313 Norton Drive, Tallahassee, FL 32308

em-bd@cdrmaguire.com

www.cdrcompanies.com

INSURANCE REQUIREMENTS

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

FEDERAL PROVISIONS

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

FEDERAL PROVISIONS

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

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Rehabilitation Act of 1973

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

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any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.