VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA
REGULAR COUNCIL MEETING
MONDAY, JULY 1, 2024 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Recognition of the Village of Palmetto Bay (AARP Network of Age-Friendly States and Communities in the State of Florida)

   B. Recognition of Florida International University's "First-Generation Municipality Scholarship Program"

C. Recognition of Officer Pete Judge (VPB Policing Unit)

D. Recognition of Jennifer Tisthammer (The Deering Estate Foundation, Inc.)

3. APPROVAL OF MINUTES

A. Regular Council Meeting (June 3, 2024)

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of the agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign-in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of the agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates Report

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Update: Calendar for the month of July 2024

B. Important 2024 Election Information and Deadline Dates

8. BOARD AND COMMITTEE REPORTS

A. Parks & Recreation Committee Meeting (April 2, 2024)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (FRS); AUTHORIZING THE VILLAGE OF PALMETTO BAY TO PARTICIPATE IN FRS AS AUTHORIZED BY CHAPTER 121 OF THE FLORIDA STATUTES AND EXTEND SAID FRS BENEFITS TO ITS GENERAL EMPLOYEES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval) (Passed on First Reading on June 3, 2024-Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AMENDING SECTION 2-108 STYLED "TREE BOARD" OF THE VILLAGE CODE; FORMALIZING INPUT FROM THE TREE ADVISORY BOARD (BOARD) ON TREE-RELATED MATTERS; PROVIDING FOR VILLAGE STAFF TO MEET WITH THE BOARD FOR ADVICE PRIOR TO PUBLIC NOTIFICATION OF PROPOSALS; PROVIDING FOR THE WINNING CONTRACTOR TO MEET WITH THE BOARD FOR ADVICE ABOUT TREES IN THE PROPOSAL; PROVIDING FOR A REGULAR BOARD MEETING ONCE PER MONTH TO ASSURE TIMELY ADVICE; AND, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Finance Director, Desmond Chin)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO HALT THE REMOVAL OF THE ICONIC OAK TREE AT THE ENTRANCE TO THE CORAL REEF PARK PARKING LOT AND OTHER MATURE TREES SLATED FOR REMOVAL; TO REDESIGN THE MULTI-PURPOSE BUILDING TO PRESERVE THE THREATENED TREES; TO ESTABLISH A POLICY OF PRIORITIZING AND PRESERVING TREES IN ALL CURRENT AND FUTURE VILLAGE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING AND APPROVING THE PROCUREMENT AND DISTRIBUTION OF A SENIOR GO-BAG INITIATIVE FOR EMERGENCY PREPAREDNESS IN THE EVENT OF A NATURAL DISASTER SUCH AS A HURRICANE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HIGGINBOTHAM PUBLIC SECTOR TO PROVIDE AGENT OF RECORD SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-43-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HIGGINBOTHAM PUBLIC SECTOR; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ON-DEMAND RIDERSHIP SERVICES; APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE USE OF ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THREE (3) CONTRACTORS TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-11-009; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DEBRISTECH, LLC, DISASTER PROGRAM AND OPERATIONS, INC., AND INSIGHT PLANNING AND DEVELOPMENT, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN-PUBLIC PLACES ("AIPP") PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY AMIR SHAKIR AND IVETTE CABRERA CALLED "WINGS OF TRANSFORMATION" TO BE LOCATED AT THE ADDISON TOWNHOMES DEVELOPMENT AT 18170 SW 98 AVENUE ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF TREESOURCES, LLC FOR THE INSTALLATION OF TREES THROUGHOUT THE VILLAGE, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-017; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS AND NINETY SEVEN CENTS ($110,367.97), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT Regular Council Meeting (Monday, September 9, 2024)

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE

AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN DISABBILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (June 3, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
2024-06-03 Regular-Minutes
Exhibit A-eComments

MINUTES
REGULAR COUNCIL MEETING
MONDAY, JUNE 3, 2024 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS BEGAN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

The Mayor and Village Council led the following proclamations and recognitions at 6:30 p.m., prior to the Regular Council Meeting.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Recognition of Gun Safety Month (MJ Wright and Romania Dukes)

B. Recognition of PTA/PTSA Presidents (Coral Reef Elementary School, Dr. Henry E. Perrine Academy of the Arts, Howard Drive Elementary School, Palmetto Middle School, Southwood Middle School, and Miami Palmetto Bay Senior High School)

C. Proclamation in honor of National Building Safety Month (Community and Economic Development Director, Heidi Siegel)

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER.

The Regular Council Meeting was called to order at approximately 7:01 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Steve Cody
Councilmember Marsha Matson

Councilmember Patrick Fiore arrived at the meeting at 7:10 p.m.

The following Charter Officers were present during the roll call:
Village Manager Nick Marano
Village Attorney John Dellagloria
Village Clerk Missy Arocha

The invocation was led by Mayor Karyn Cunningham.

The pledge of allegiance was led by resident, Eric Tullberg.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (May 6, 2024)

Councilmember Steve Cody **motioned** to approve the minutes. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (4-0);** Councilmember Patrick Fiore was absent.

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS

The individuals spoke during public comments for a time allotment of three minutes: James Woodard (17001 SW 90th Avenue); Henry Clifford (8875 SW 171st Street); and Gary Pastorella (6940 SW 142nd Terrace).

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates: Village Manager Nick Marano reported that the Manager's detailed report was part of the agenda packet. He illustrated a PowerPoint presentation highlighting the departmental divisions for the month of May 2024 to date. Following his report, he answered questions raised by the Council relating to his report.

B. Police Commander Report: Major Mari Guerra illustrated the CompStat Reports for the month of May 2024. Following her report, she answered questions raised by the Council relating to traffic enforcement in the Village.

6. VILLAGE ATTORNEY'S REPORT

A. Village Attorney John Dellagloria provided a litigation update and reported that a written copy of his monthly report was part of the agenda packet. He answered questions raised by the Council relating to existing Village litigation.

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for the month of June 2024 and announced important 2024 election information and deadline dates.

8. BOARD AND COMMITTEE REPORTS

A. Tree Advisory Board Meeting (March 25, 2024)

Councilmember Steve Cody **motioned** to approve. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion carried unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING: None.

Councilmember Steve Cody **motioned** to move agenda item 14A out of order. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion carried unanimously.**

AGENDA ITEM 14A: OUT OF ORDER

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SECTION 21-52, NAMING, RENAMING AND CO-DESIGNATING VILLAGE ROADS, STREETS, OR PUBLIC WAYS; CO-DESIGNATING EAST INDIGO STREET (BETWEEN SW 98TH AVENUE AND SW 97TH AVENUE) AS "BE STRONG WAY"; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14A was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

The following speakers spoke in-support of the Resolution during public comment:

- Michelle Shirley, CEO & Chief Heart Officer of Be Strong Int'l (9730 Hibiscus Street)
- Emily Garcia, Board Member of Be Strong Int'l (9730 Hibiscus Street)

The following speaker was neutral of the Resolution during public comment:

- Henry Clifford (8875 SW 171st Street)

Mayor Karyn Cunningham explained the purpose of the Resolution and reported how the intent of the Resolution came to fruition.

Councilmember Marsha Matson explained that the area and the street specifically to be co-designated are in a historic area of the Village and questioned if the co-designation would affect the street in its current code.

Vice Mayor Leanne Tellam explained that the Village would not change the street in its current code but co-designate it.

Village Attorney John Dellagloria reported that it's a de minimums matter and that there are no repercussions to the co-designation and that the decision on the co-designation is for the Village Council.

Vice Mayor Leanne Tellam and Councilmember Steve Cody spoke in support of the Resolution, and Councilmember Steve Cody asked if he could co-sponsor the Resolution.

Mayor Karyn Cunningham agreed to the co-sponsorship request.

The question was called in support of the Resolution. The **Resolution passed (4-1)**; Councilmember Marsha Matson voted opposed.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (FRS); AUTHORZING THE VILLAGE OF PALMETTO BAY TO PARTICIPATE IN FRS AS AUTHORIZED BY CHAPTER 121 OF THE FLORIDA STATUTES AND EXTEND SAID FRS BENEFITS TO ITS GENERAL EMPLOYEES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval)*

Item 11A was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

The following speaker spoke in-support of the Ordinance during public comment:

- Henry Clifford (8875 SW 171st Street)

Olga Cadaval, Human Resources Director explained that item 11A is to allow the Village to join FRS and that item 11B is to allow the elected officials class to join FRS and reported that no changes were made to the previous presentation that was illustrated to the Council at the prior meeting.

Councilmember Steve Cody questioned if item 11A dealt with directors and employees and 11B with the elected class only. Director Cadaval responded yes.

Councilmember Marsha Matson reported that FRS is a Village lifetime commitment and that it would create a cost increase to the taxpayers of the community. She spoke in opposition to the approval of the Ordinance.

Director Cadaval reported that if items 11A and 11B were to pass, the approximate cost would be $1.5 million dollars.

Mayor Karyn Cunningham, Councilmember Steve Cody, Councilmember Patrick Fiore, and Vice Mayor Leanne Tellam spoke in support of the FRS benefit for the Village employees.

The question was called in support of the Ordinance on First Reading via a roll call vote in the following order:

- Councilmember Marsha Matson - NO
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - YES
- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - YES

The **Ordinance passed on First Reading (4-1)**; Councilmember Marsha Matson voted opposed.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF TPROVIDING PALMETTO BAY, FLORIDA RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (FRS); AUTHORIZING THE VILLAGE OF PALMETTO BAY TO PARTICIPATE IN FRS AS AUTHORIZED BY CHAPTER 121 OF THE FLORIDA STATUTES AND EXTEND SAID FRS BENEFITS TO ITS ELECTED OFFICIALS; APPROVING THE INCLUSION OF ELECTED OFFICIALS IN THE ELECTED OFFICERS' CLASS OF THE FRS; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval)*

Item 11B was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

The following speakers spoke in-support of the Ordinance during public comment:

- Gary Pastorella (6940 SW 142nd Terrace)
- Henry Clifford (8875 SW 171st Street)

The following speaker spoke opposed of the Ordinance during public comment:

- Eric Tullberg (7884 SW 179th Terrace)

Councilmember Steve Cody spoke opposed to the Ordinance and reported that the vesting schedule is at a minimum of eight (8) years for the elected officials' class and that most elected officials would not qualify; however, he spoke in support of the benefit for the directors and employees of the Village.

Director Cadaval reported that the vesting schedule for the elected officials' class would be eight (8) years being the minimum.

Following Council discussion, the question was called in support of the Ordinance on First Reading via a roll call vote in the following order:

- Councilmember Patrick Fiore - YES
- Councilmember Steve Cody - NO
- Councilmember Marsha Matson - NO
- Vice Mayor Leanne Tellam - YES
- Mayor Karyn Cunningham - NO

The **Ordinance failed on First Reading (2-3)**; Councilmember Steve Cody, Councilmember Marsha Matson, and Mayor Karyn Cunningham voted opposed.

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC MEETINGS; AMENDING RESOLUTION 2023-72 TO CHANGE THE DATE OF THE DECEMBER 2, 2024, REGULAR COUNCIL MEETING TO DECEMBER 9, 2024, TO CONFORM TO

SECTION 5.1., ELECTIONS, OF THE VILLAGE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

Councilmember Steve Cody **motioned** to approve the consent agenda. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SECTION 21-52, NAMING, RENAMING AND CO-DESIGNATING VILLAGE ROADS, STREETS, OR PUBLIC WAYS; CO-DESIGNATING EAST INDIGO STREET (BETWEEN SW 98TH AVENUE AND SW 97TH AVENUE) AS "BE STRONG WAY"; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14A passed out of order (4-1); Councilmember Marsha Matson voting opposed.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; TERMINATING PARTICIPATION IN THE FLORIDA LOCAL GOVERNMENT HEALTH INSURANCE CONSORTIUM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval)*

Item 14B was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

There were no speakers desirous of speaking in support or in opposition to the Resolution.

Olga Cadaval, Human Resources Director provided the background and analysis of the Resolution and explained that the Village was presently nearing the end of the last contract extension with the Village's current insurance broker and as such, the Village recently issued a new Request for Proposals for insurance broker services. She also explained that a new broker may bring different options and plans with various insurance providers for the Village to consider, only if the Village terminates its participation in the Consortium.

Councilmember Marsha Matson questioned if there would be an issue with the current broker if the item went out to competitive bidding.

Director Cadaval responded that the Village extended the current agreement twice.

Councilmember Marsha Matson questioned if the current health insurance would be terminated.

Director Cadaval that the competitive bid process considers the existing health insurance plan for the Village and that the competitive bid process would align with all deadline dates.

Following Council discussion, the question was called in support of the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF CORELAND CONSTRUCTION CORP. TO CONSTRUCT ROADWAY IMPROVEMENTS ON SW 174th STREET, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-013; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SIX HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND ZERO CENTS ($616,730.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*. *(Sponsored by Mayor Karyn Cunningham)*

Item 14C was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

There were no speakers desirous of speaking in support or in opposition to the Resolution.

Alessia Bencomo, Procurement Special explained the intent of the Resolution and reported that the SW 174thStreet Roadway Improvements project is located within the Village on SW 174thStreet between South Dixie Highway and SW 94th Avenue. She explained that the project should include but not be limited to roadway resurfacing, drainage improvements, construction of on-street parking areas, new concrete curbs and sidewalks, lighting and landscaping improvements, and site restoration and announced that Coreland Construction was the selected vendor out of the bids submitted.

Village Manager Nick Marano reported that the Department of Public Services, including the Policing Unit, would enforce parking and that the Resolution is intended for the neighborhood market, including extended parking.

Councilmember Marsha Matson questioned if the intent is to have enforcement and citations issued.

Village Manager Nick Marano responded yes.

Vice Mayor Leanne Tellam questioned if it would be possible to keep the project as resilient and green as possible.

Director Dionisio Torres responded that the scope of the project did not include the resilient and sustainable aspects of the project; however, a change order may be set forth to change regular paving to permeable pavers.

Councilmember Marsha Matson questioned the business hours.

Village Manager Nick Marano responded that the Village intends to tailor the hours from 8:00 am to 10 pm; however, that the primarily purpose is to support the businesses around in the area at no fault of their own since there is a significant parking problem at the present time.

Following Council discussion, the question was called in support of the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO PUBLISH AND DISTRIBUTE THE "COURTEOUS & SAFE PALMETTO BAY – WHAT YOU CAN DO" FLYER TO PROMOTE COURTEOUS AND SAFE BEHAVIOR BY DRIVERS, BICYCLISTS AND PEDESTRIANS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14D was moved by Councilmember Marsha Matson. Seconded by Councilmember Patrick Fiore.

The following speaker spoke <u>in-support</u> of the Resolution during public comment:

- Eric Tullberg (7884 SW 179th Terrace)

Councilmember Marsha Matson explained that Major Mari Guerra from the Policing Unit has been an advocate for the Courteous and Safe Palmetto Bay initiative for more than five years and spoke in support of Mr. Tullberg's efforts.

Mayor Karyn Cunningham questioned if the flyer was already posted and published on the Village website.

Village Manager Nick Marano responded yes and that it's published under the Bicycle Plan Network section of the Village website.

Vice Mayor Leanne Tellam explained that she had been a supporter of the initiative for many years. She saw that the flyer was already posted on the Village website, that the Village is already following the plan, and that although she supports the initiative, she will not support the Resolution as the Village has been promoting a courteous and safe Palmetto Bay.

Mayor Karyn Cunningham encouraged that the flyer is highlighted on the Village's social media pages and urged the Council to be sustainable with the initiative by not handing out papers and flyers in terms of printing. She spoke in support of Mr.

Tullberg's initiative; however, not by the printing and distribution of the flyer since its already published and posted on the Village website.

Following Council discussion, the question was called in support of the Resolution. The **Resolution failed (2-3)**; Mayor Karyn Cunningham, Vice Mayor Leanne Tellam, and Councilmember Steve Cody voting opposed.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO NEGOTIATIONS WITH REDPSEED USA FOR AUTOMATED TRAFFIC ENFORCEMENT SOLUTIONS FOR THE PURPOSES OF IMPROVING ROAD AND SAFETY AND COMPLIANCE WITH TRAFFIC LAWS THROUGH THE USE OF ADVANCED TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14E was moved by Mayor Karyn Cunningham. Seconded by Councilmember Steve Cody.

Mayor Karyn Cunningham passed the gavel to Vice Mayor Leanne Tellam, explained the purpose of the Resolution, and reported that Greg Parks, a representative from RedSpeed, was present to provide a presentation.

Greg Parks, the representative from RedSpeed, illustrated a PowerPoint Presentation on the Florida Automated School Zone Speed Photo Enforcement proposal. The presentation demonstrated Florida's current statistics, state law highlights, background information on RedSpeed, trusted partnerships, police benefits of cameras, proven results, and distribution of funds.

The following speakers spoke <u>in-support</u> of the Resolution during public comment:

- Henry Clifford (8874 SW 171st Street)
- Gary Pastorella (6940 SW 142nd Terrace) – urged the Council to modify the existing Resolution to make it school zones only

Representative Greg Parks answered questions raised by the Council regarding administrative fees, school zone speed limits, and traffic citations.

Councilmember Patrick Fiore **motioned** to amend the title of the Resolution on page 1, line 9, and Section 1, page 2 to add verbiage: as it relates to school zones only. The motion was **seconded** by Mayor Karyn Cunningham. **All voted in favor (5-0). The motion passed unanimously.**

Following Council discussion, the question was called in favor of the amended Resolution. The **amended Resolution passed (4-1)**; Vice Mayor Leanne Tellam voted opposed.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO

DONATE TO THE VILLAGE'S YOUTH COMMUNITY INVOLVEMENT TASK FORCE FIFTEEN HUNDRED DOLLARS ($1,500.00) FOR THE PURCHASE AND INSTALLATION OF ONE (1) BUDDY BENCH FOR ITS ANTI-BULLYING PROJECT, AND TO TAKE ADVANTAGE OF RECEIVING A SECOND "BUY ONE, GET ONE FREE" BUDDY BENCH; TO JOIN WITH THE TASK FORCE IN OPPOSING BULLYING AT VILLAGE PARKS AND PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14F was moved by Councilmember Marsha Matson.

Failed for a lack of a second.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN-PUBLIC PLACES ("AIPP") PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY SERGIO ARCE TO BE LOCATED AT THE CORAL REEF PARK CONCESSION STAND BUILDING 7895 SW 152 STREET, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

Item 14G was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

There were no speakers desirous of speaking in support or in opposition to the Resolution.

Sustainability & Resiliency Planner Andrea Candelaria explained the background and analysis of the Resolution and reported that the Art-in-Public Places Advisory Board recommended that staff collaborate with the artist to fulfill the board's recommendations and vision for the mural at their meeting that took place on April 11, 2024. After further discussion, the board recommended the Council approve the proposed mural at the Coral Reef Concession Stand, which said the mural was part of the agenda packet.

Mayor Karyn Cunningham supported the board's efforts and initiative. However, she respectfully expressed her opposition to the proposed mural that was included in the agenda packet. She explained that the mural (art) does not coincide with the Village's vision for the park.

Vice Mayor Leanne Tellam agreed to the comments made by Mayor Karyn Cunningham.

After the Council discussion, the question was called to support the Resolution. The **Resolution passed (3-2)**, with Mayor Karyn Cunningham and Vice Mayor Leanne Tellam voting against it.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO FLEA MIAMI, LLC DBA METRO PROMOTIONS TO MANAGE AND OPERATE A FARMER'S MARKET AT CORAL REEL PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-12-010 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 14H was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

No speakers were desirous of speaking in support or opposition to the Resolution.

Procurement Specialist Alessia Bencomo provided a report on the background and analysis of the Resolution. She reported that three (3) proposals for the RFP were submitted, and that Metro Flea Miami was the most responsive bidder. She explained that the Village would receive $1,600 per month as a flat fee and that the contract term would be for two (2) years with an option to renew annually thereafter but not exceeding five (5) consecutive years.

A representative from Metro Flea Miami attended the meeting and answered questions raised by the council members regarding the operation and management of the Farmer's Market.

Parks and Recreation Director Fanny Carmona reported that the Farmer's Market will occur on Sundays, not Saturdays, at Coral Reef Park to avoid interfering with the current programming at the park.

After the Council's discussion, a vote was called to support the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION TO REFURBISH THE EXISTING FORTY (40) SPACE PARKING LOT SERVICING THALATTA ESTATE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-FOUR THOUSAND SIX HUNDRED SIX DOLLARS AND ZERO CENTS ($54,606.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Item 14I was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

No speakers were desirous of speaking in support or opposition to the Resolution.

Procurement Specialist Alessia Bencomo provided a report on the background and analysis of the Resolution. She reported that five (5) proposals for the RFP were submitted, and that Star Paving was the most responsive bidder. She explained that under the adopted 23-24 fiscal year budget from the annual operating budget-capital improvements, the allocated amount for these services is $150,000 and that Star Paving' total amount is $54,606.00.

All the members of the Council spoke in support of the Resolution.

After the Council's discussion, a vote was called to support the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR FIVE (5) LOCATIONS IN THE VILLAGE, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-014; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND THIRTY-EIGHT CENTS ($267,470.38), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Item 14J was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

No speakers were desirous of speaking in support or opposition to the Resolution.

Procurement Specialist Alessia Bencomo provided a report on the background and analysis of the Resolution. She reported that six (6) proposals for the RFP were submitted, and that Star Paving was the most responsive bidder. She explained that the project shall include but not be limited to drainage improvements, roadway trench restoration, swale restoration, roadway resurfacing, and site restoration for the locations projected under the request for proposal.

All the members of the Council spoke in support of the Resolution.

After the Council's discussion, a vote was called to support the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FIVE (5) CONTRACTORS TO PROVIDE EMERGENCY DEBRIS REMOVAL AND DISPOSAL TO THE

VILLAGE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-11-008; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH CERES ENVIORNMENTAL SERVICES, INC., CROWDER GULF JOINT VENTURE, INC., D&J ENTERPRISES, INC., DRC EMERGENCY SERVICES, LLC., AND PHILLIPS AND JORDAN, INC., AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Item 14K was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

No speakers were desirous of speaking in support or opposition to the Resolution.

Procurement Specialist Alessia Bencomo provided a report on the background and analysis of the Resolution. She reported that nine (9) proposals for the RFP were submitted, however, the selection committee ranked the top five proposals to execute a contract with the contractors to have them ready in the event there is a hurricane or an emergency weather related event.

Public Services Director Dionisio Torres explained that the top five selected contractors work nationwide, and that the Village would contact the first one. If they don't come to terms at the time of need, the Village will proceed with the second highest contractor. He also explained that the two locations used in the Village to pile debris would be (1) Coral Reef Park and (2) Palmetto Bay Park.

All the members of the Council spoke in support of the Resolution.

After the Council's discussion, a vote was called to support the Resolution. The **Resolution passed (5-0). The Resolution passed unanimously.**

15. OTHER BUSINESS: None.

16. COUNCIL COMMENTS None.

17. NEXT MEETING AND ADJOURNMENT

Councilmember Steve Cody **motioned** to adjourn the meeting. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

The meeting was adjourned at 9:35 p.m.

The meeting minutes were approved this 1st day of July, 2024.

Attest: _____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

New eComment for Regular Council

Sean Parrott submitted a new eComment.

Meeting: Regular Council

Item: 13) RESOLUTIONS REQUIRING PUBLIC HEARING

eComment: You have performed a great job on this article. It’s very precise and highly qualitative. You have even managed to make it readable and easy to read. You have some real writing talent. Thank you so much.

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates Report
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report - July 1 2024

Manager's Report

FINANCE

May

- The expenditures in May 2024 were $ 680,866, 3.12% of the total budget, compared to budgeted expenditures of $1,816,316, a surplus of 5.21% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,816,316 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $ 12,025,187 or 55.17% compared to budgeted expenditures of $ 14,530,528 or 66.64%.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
5/3/2024	44386	CHEM KLEAN CORP.	PAINTS AND AEROSOL CANS SERVICES FOR SPRING RECYCLING DRIVE THRU APRIL 27 2024	$13,195.00
5/3/2024	44400	METRIC ENGINEERING, INC.	TREE INVENTORY - DISTRICT 1	$50,000.00
5/9/2024	44425	BEEFREE, LLC.	APRIL FREEBEE RIDERSHIP	$17,568.90
5/9/2024	44429	Metro Express, Inc.	VILLAGE WIDE SIDEWALK IMPROVEMENTS	$37,757.50
5/9/2024	44454	PIMENTEL CONSTRUCTION GROUP	SW 148 ST - COMPLETE STREET	$119,988.80
5/9/2024	44458	STANTEC CONSULTING SERVICES	PUBLIC SERVICE PARKING LOT	$16,890.00
5/9/2024	44464	VMECH, INC.	HVAC REPLACEMENT - VILLAGE HALL	$113,281.20
5/17/2024	44498	HERC RENTALS INC.	PORTABLE AIR CONDITIONERS FOR VILLAGE HALL	$16,274.00
5/17/2024	44477	Metro Express, Inc.	SIDEWALK IMPROVEMENTS - 2023-2024	$102,162.50

5/17/2024	44525	WEISS SEROTA HELFMAN	006-7 YACHT CLUB BY LUXCOM LLC- CHALLENGE MARINE OPERATING PERMIT	$18,000.00
5/24/2024	44539	BUSINESSFLARE, LLC.	MARKET ANALYSIS AND EDSP	$13,925.00
5/24/2024	44540	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 23/24 (AUGUST)	$65,779.04
5/24/2024	44540	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 23/24 (OCTOBER)	$60,304.04
5/24/2024	44540	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 23/24(DECEMBER)	$57,964.54
5/24/2024	44540	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 23/24 (NOVEMBER)	$56,080.48
5/31/2024	44585	JORGE LUIS LOPEZ LAW FIRM, LLC	GOVERNMENTAL AFFAIR LEGAL SERVICES MAY 2024	$37,500.00
5/31/2024	44605	V & G CONSTRUCTION SOLUTIONS	TRAFFIC CALMING	$89,582.50

IT DEPARTMENT

May

- Help desk statistics: 205 tickets created, **215 work orders closed**. 74 work orders pending completion.
- Village Hall departmental relocations due to A/C repairs
- Internal testing of AI-enhanced help desk solutions (Atera, NinjaOne, Ceburu, PDQ)

Upcoming Events

- Resuming SharePoint departmental migrations (Communications, Clerks Office, Finance)
- Installation of AI-enhanced help desk solution replacing Lansweeper

HUMAN RESOURCES

May

- 2 Recruitment Ads

- 1 – Grant Administrator (5/17-31/2024)
- 1 – Park Service Aide (5/17-31/2024)

- 50 Applications Reviewed
- 27 Interview scheduled.
  - Summer Camp (Seasonal)
- 21 Pre-Employment Meetings
- 3 New Hires
  - Park Service Aide
- 14 Job vacancies (as of 5/24/2024)

Full-time positions:

- Village Clerk- Administrative Assistant; Hold by Department Director
- Parks & Recreation - Parks & Recreation Supervisor; Hold by Department Director
- Parks & Recreation - Parks & Recreation Supervisor; Hold by Department Director
- Public Services – Tree Trimmer
- Public Services – Maintenance Worker I - Grounds
- Public Services – Maintenance Worker II
- Public Services – Maintenance Worker I - Facilities
- Public Services – Maintenance & Repair Superintendent
- Public Services – Office Manager
- OCED – Code Compliance Officer: pending director recommendation
- OCED – Planning & Division Manager
- HR & Communications – Grant Administrator – posting closed on 5/31/2024
- Parks & Recreation - Maintenance Worker II – Parks & Recreation

Part-time position:

- Parks & Recreation – Park Service Aide – posting closed on 5/13/2024

- Summer Camp (not included in overall vacancies – 23 positions available)
  - 1 – Site Supervisor
  - 1 – Program Coordinator
  - 7 – Camp Counselor
  - 10 – Jr. Camp Counselor
  - 2 – Sr. Tennis Camp Counselor
  - 2 – Jr. Tennis Camp Counselor

- 4 Training Session
- 5 Separations of Employment
- 2 Transfers/Updates/Evaluations

COMMUNICATIONS

May

- 94 FB/Twitter Postings (including event and meeting postings)
- 8,956 FB Followers
- 42 New FB followers
- 5,436 Instagram Followers

- 96 New IG Followers
- 2,629 Email Subscribers
- 1 Video Produced
  - Memorial Day – Mayor's Message
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 5/11 Village Vibes
  - 5/25 Village Vibes
- 2 Promotional/Informational Campaigns:
  - Vulnerability Assessment (survey)
  - Tanglewood Community Workshop promotion
- 3 Meetings Broadcast:
  - 5/6 Regular Council Meeting
  - 5/15 Virtual Committee of the Whole
  - 5/20 Zoning Hearing
  - 5/30 Tanglewood Linear Park hybrid workshop
- Events Attended/Promoted: 13
  - 5/2 Miami-Dade County Law Enforcement Memorial Ceremony
  - 5/5 Dig Like Kim tournament
  - 5/13 Education Fund Public School Alumni Achievement Awards
  - 5/16 ChamberSOUTH Business Excellence Awards
  - 5/17 South Dade Mayor's Coalition
  - 5/18 Teen Town Hall at Rok Esports
  - 5/20 Florida Government Finance Officers Annual Conference
- Baybot User Interactions: 151

GRANTS

May

- May 2024 Highlights:
  - Hazard Mitigation Grant Program for sub-basin 11 & 41
  - FDOT grant funding for on-demand/local transit project.

- Closed Grants (1)
  - Hazard Mitigation and State Appropriation Programs for the Sub-basin 61 project.

- 0 Grants Approved.

- 12 Active grants list with updates:
  - Sub-Basin 61(Hazard Mitigation Grant Program) – Agreement #4337-370
  - Sub-Basin 61 (State Appropriation) – Agreement # LPA0202
  - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP)
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 43 (Hazard Mitigation Grant Program)
  - Sub-basin 44 (State Appropriation)
  - Tree Inventory, Phase 1 (Urban & Community Forestry Program)
  - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP)
  - JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase.
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development
  - Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment)
  - Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359

June Goals

- Finish FEMA Hazard Mitigation Sub basin application 11 & 41.
- Complete all reimbursements.
- Closeout for Sub basin 61 & sub basin 61 state appropriation.
- Apply for FDOT grant program for transit VIA/Metro connect.
- JAG 2025 grant application for Police.

PARKS & RECREATION

May

Palmetto Bay Park

- Ballet At the Park: Mondays - Thursday 3:30pm-8pm
- I9 Sports: on Saturdays and Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Weekend PE: Pickleball Lessons: Tuesday/Thursday and Saturdays 4:30pm - 5:30pm,8am, 9am.
- Travel Softball: Stingrays. Rock Gold, Contenders, Lady Canes, Miami Waves: Monday/Friday 4pm, 6pm & 8pm
- Pickleball Reservations: 4
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am

Coral Reef Park

- Palmetto Bay Soccer games on Fridays and Saturdays
- Bay Lions Soccer Club games on Saturdays and Sundays
- Farmers Market on Saturdays 9:00am – 3:00pm
- Junior Team Tennis – Saturdays 8am – 1pm

- Phoenix Volleyball: –Tuesdays and Thursdays 4:30pm – 6pm
- Howard Palmetto Baseball (T-Ball)- Saturdays 8am to 2pm- 154
- Miami Palmetto Baseball – 68
- Pickleball Reservations – 342
- Orange Ball and Green Ball Tennis: 40
- Dig Like Kim Volleyball Tournament – May 5

Perrine Community

- 11 Programs
- 0 Event

Ludovici Park

- 6 Programs
- 2 Rental

Thalatta Estate

- 4 – Photoshoot
- 4 – Programs
- 1 – Rentals

Fee Waivers- Requested and Granted in May 2024

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Be Strong International	Friday, June 28, 2024	9am-4pm	Perrine Community House	Staff Training & Retreat	$678.00	5/7/2024
Palmetto Bay Academy	Friday, May 17, 2024	11am-1:30pm	Palmetto Bay Park- Picnic Pavilion	School Field Trip	$185.00	5/13/2024

Coral Reef Elementary 1st Grade Class	Friday, May 24, 2024	9am-12pm	Coral Reef Park - Soccer Field	Field Day	$50.00	5/13/2024
Palmetto Branch Library	Saturdays, 6-22, 7-27, 8-24	11am-12pm	Ludovici Park - Amphitheater	Yoga Classes	$453.00	5/13/2024

July 2024 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Summer Camp July 29 thru August 9,2024
- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Weekend PE: Pickle Classes: Tuesdays, Wednesdays, Saturdays 4:30-5:30pm, 8am & 9am
- Travel Softball: Stingrays, Rock Gold, Contenders Lady Canes, Miami Waves: Monday-Friday 6pm & 8pm
- Weekend PE – Summer Camp June 10 thru July 26, 2024
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Senior Trip to Marlin's Baseball Game: Thursday, July 25

Coral Reef Park

- Palmetto Bay Soccer – Summer skills and drills on Tuesdays and Thursdays starting on June 11 through July 11
- Summer and Tennis Camp open June 10 – July 26.
- Baurball Soccer Camp June 17 through June 19
- Scott Top Soccer Camp June 10 – June 28

Perrine Community House

- Ballet at the Park – Mondays, July 1, 8,15,22, and 29 at 3:30pm
- Ballet at the Park – Wednesday, July 3,10,17, 24, 26 and 31 at 2:30pm
- Rotary Club – Tuesday, July 2 at 11:30am
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Baptist Health Core & Stretch Class: Wednesdays 10:30am

Thalatta Estate

- 0 – Rental

- 0 – Rehearsals
- 0 – Photoshoot
- 0 – Programs
- Pavers/Root Block Installation July 1 - July 13
- Parking Lot Refurbishing July 16 – August 2

Ludovici Park

- VPB Library Teen Advisory – Wednesday, July 3, 10, 17, 24 and 31 Amphitheater at 4pm
- Discovery Lab Summer Camp – Monday-Friday July 8 – July 14 at 8:30am – 3:30pm
- Discovery Lab Summer Camp – Monday-Friday July 15 – July 19 at 8:30am – 3:30pm
- Discovery Lab Summer Camp – Monday-Friday July 22 – July 26 at 8:30am – 3:30pm
- Discovery Lab Summer Camp – Monday-Friday July 29 – July 31 at 8:30am – 3:30pm
- Rental – Baby Shower – EAFCR at 1:00pm
- Waiver – VPB Library Yoga – Saturday, July 27 Amphitheater at 11am

Park Projects

  - SFWMD- ERP (Environmental Resource Permit) Exemption – Approved
  - Submitted our documentation to the department of environmental protection. They have sent it to Florida highway administration.
  - NEPA review has been completed and approved.
  - The contract with Beato has been executed.
  - Commencement packages have been submitted to the agency, waiting for the agency to issue Notice to Proceed.
  - Project start date pending
- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 7/24 submittal package for building department review
  - 7/24 Release RFP
  - 8/24 Bid evaluation and recommendation
  - 9/24 Village Council for approval
  - 10/24 Installation
- **Palmetto Bay Park Playground Refurbishing**
  - All identified refurbishing project items have with exception of playground perimeter fencing for the west side. Currently obtaining quotes
- **Coral Reef Park – Design-Build Multi-Purpose Facility**
  - Execution of Design-Build Contract with WayPoint Construction January 2024. Company to initial plans, permits, etc.
  - 65% plans completed for Village review May 7, 2024
  - 100% plans in process
  - Anticipated to begin construction by summer/fall of this year.
- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Completed Scope of Work for Restoration and Management Plan- RFP**
    - Approved by Village Council September 11, 2023
    - Execution and Notice to Proceed December 2023

- Task 1: Oak Hammock removal – IRC began January 8, 2024: completed March 29, 2024
- Task 2: Invasives/Quarterly return intervals February (5 days). April-May 2024 (3 days); August 2024 (2 days) June-July (3 days); August-September (2 days)
- Task 3: Year One- Bi-annual treatment (January-April-reduce palm cover by 30%; May-September another 30%.
- Task 4: Continue management of rock pineland.
- Prescribed burn: earliest anticipated timeframe is after task 3.

- **The Woods**

IRC – Working on plan as approved.

- IRC presented a plan to Tree Board; approved Phase/Year 1 for issuance of ITB.
- Working on possible grant opportunity.

2023-2024 Capital Projects:

Veteran's Park

- Veteran's Park Phase 1 Plan approved and funded.
- Kimley Horn on 50% construction drawings received 12/21.
- Plans are in the Building Dept. for a progress set (50%) dry run.
- Final Plat Approval – March 11, 2024.

Thalatta Estate Parking Lot (resealing/restriping)

- Scope of work developed for bidding process February 2024
- Solicitation of Bids Release March 19, 2024
- Pre-Bid Meeting – April 3, 2024
- Bid Due April 22, 2024
- Bid Evaluation /Recommendation to Village Council June 2024
- Commencement of work July 2024 (following end of wedding season/pavers and after completion of paver replacement)

Thalatta Estate Paver Replacements

- Scope of work developed for bidding process February 2024
- Solicitation of bids March 19, 2024
- Pre-Bid Meeting April 3, 2024
- Bids Due April 22, 2024
- Bid were evaluated and the evaluation committee determined it was in the best interest of the Village to cancel the Bid and complete repairs of existing pavers.
- Consideration in delaying project one year with temporary application of dry grout scheduled for week of June 27, 2024

Palmetto Bay Park Scoreboards

- Meetings with Scoreboards Company reps to develop specifications / selection November 2023
- Investigate any changes in code that would require modifications to existing structures December 2023 / January 2024. Under review of Village Building Official
- Development of RFP April-May 2024 (Cooperative Purchasing a possibility)
- Release RFP July 2024
- Bid Review and Evaluations August 2024
- Recommendation to Village Council September 2024
- Issuance of Purchase Order September 2024

- 8-9 weeks window for delivery/installation September - October 2024

Palmetto Bay Park – New Mower

- Approved by Village Council April 2024
- Purchase Order issued April 2024 anticipated manufacturing-delivery: approximately 18 months.

Palmetto Bay Park Golf Cart Access

- Re-routed path, and golf cart access has been completed. Pending bollard install and removal of swing gate.

Coral Reef Park Dumpster Enclosure

- Site selection (accessibility, code, etc.) February 2024
- Investigate possible piggy-back work April-May 2024
- Design / specifications / bid process if needed May-June 2024
- RFP if needed June-July 2024
- Recommendation to Village Council September 2024
- Issuance of Purchase Order / Notice to Proceed September - October 2024
- Commencement/completion October - November 2024

Pickleball Center

- Scope of work developed for bidding process for design Build April-May 2024
- Solicitation of Bids May-June 2024
- Bid review, evaluations and negotiations July - August 2024
- Presentation if needed September 2024
- Recommendation to Village Council September/October 2024.

PUBLIC SERVICES

May

- **Freebee Ridership:**
  1317 Completed Rides (C.R.)
  1511 Total Passengers

Ridership has increased by 65 C.R since March and increased by 90 C.R. since April

- **IBus Ridership:**
  871 A.M. Route
  746 P.M. Route **Total: 1778 Riders**

Ridership has increased by 143 since March and decreased by -161 since April

- **Facilities Maintenance Division**
  129 Open Work Orders – *-17 less than March* *- 42 less than April*
  133 Closed Work Orders – *- 5 less than March* *- 46 less than April*

- **Public Works**

11 - Signs Repaired/Installed	*1 more than March*	*2 more than April*
2 - Graffiti Removal	*0 same as March*	*-1 less than April*
4 - Pothole/Shoulder Repairs	*-1 less than March*	*4 more than April*
3.58 - Tons of Debris/Trash Removal	*-14.21 less than March*	*-21.62 less than April*
107 - Drain Cleaning/Repairs (inlet tops)	*-12 less than March*	*-32 less than April*

10,215 - Linear feet of sidewalks installed	*9,530 more than March*	*8,932 more than April*
240.00 - Paving Linear	*-1,470.54 less than March*	*240.00 more than April*
8 - Sidewalks inspected	*1 more than March*	*-2 less than April*
0 - Drainage Inspection	*0 same as March*	*0 Same as April*
55 - Catch Basin	*-23 less than March*	*-30 less than April*
1 - Outfalls	*0 same as March*	*-5 less than April*
1773 - Linear Feet Pipe	*-738 less than March*	*-1271 less than April*
0 - Canal Cleaning/ Clearing	*0 same as March*	*0 same as April*
0 - Flooding Investigations & Resolutions	*0 same as March*	*0 same as April*
2 - Complaints Reported to MDC	*0 same as March*	*-1 less than April*
228 - Trees/Shrub Trimming/Removal	*162 more than March*	*55 more than April*
354 - Tree & Landscaping Inspections	*100 more than March*	*-1 less than April*

2023-2024 Capital Projects

N. Cartee Road Water Main Project
- 100% Plans submitted to submit to Miami Dade Water and Sewer Department May 2024.

SW 92 Avenue Complete Streets (Design)
- Invitation to Bid 05-08-2024, Bids due date 06-13-2024, take for Council Approval of Recommendation 07-01-2024.

SW 148th Street Complete Street Project (CONSTRUCTION)
- Construction underway. Final Completion expected 09-25-2024.

Sub-Basin 57/96 (CONSTRUCTION)
- Notice to Proceed was issued on April 15, 2024. Permit application is in. MOT review, and shop Drawing review still pending. Expected late May/early June to start.

SW 143 Street Water Main Project (CONSTRUCTION)
- HRS clearance being coordinated/obtained through Miami-Dade Water and Sewer Department, tie in and final will be scheduled after that. Expect to be completed by June 2024.

Canal Maintenance Services (CONSTRUCTION)
- Council approved the recommendation. Contract completion underway, will schedule work.

Drainage Sub Basin 44 (CONSTRUCTION)
- Due to Sub-Basin 57/96 not starting on time, will advertise Sub-Basin 44 in June/July 2024.

Public Services Lot Improvements (DESING)
- 30% plans submittal scheduled for 06/19/2024. Status unchanged.

HVAC Replacement Village Hall
- Construction is underway, and the expected completion of the 1st Floor (except Council Chambers) is in late May. Next, expect to work on the 2nd Floor in June 2024. Coordinating 2ndo Floor logistics/operations.

Drainage Sub Basin 12 (DESIGN) Kimley Horn
- 60% of the plans were received. Permit Applications/Submittal expected 5/28/2024.

Drainage Sub Basin 39 (DESING) Civil Works
- 30% of Plans received April 25, 2024.

Drainage Sub Basin 42 (DESING) Calvin Giordano
- Conceptual design expected 05/2024.

Drainage Sub Basin 11 (DESIGN)
- Working with permitting with USAGE and Miami Dade Water and Sewer Department.

Drainage Sub Basin 43 (CONSTRUCTION)
- Expect to Advertise Invitation to Bid September/October 2024.

Drainage Sub Basin 11& 41 (CONSTRUCTION)
- Pursuing State Appropriation and Possible Grant Funding for Future Construction.

New Projects

FY23-24 Traffic Calming
- Installation started on the week of April 29th – On-going.

SW 174th Street Complete Streets
- Expect to take recommendation of award to Council at June meeting.

Localized Drainage Improvement Project
- Expect to take recommendation of award to Council at June meeting.

POLICE

May

- Citizen's Crime Watch Community Meeting
- Officer Friendly classes at Coral Reef, Howard Drive and Perrine Elementary Schools
- Teacher Appreciation breakfast at Howard Drive Elementary School
- radKIDS classes Howard Drive Elementary School
- 5th Grade Field trip with Howard Drive Elementary School
- DARE Graduation at Christ Fellowship Academy
- Howard Drive Elementary School Career Day
- Howard Drive Elementary School field trip to Port Miami for Fleet Week
- Crimes/Calls for Service:
  - 3 Auto Thefts
  - 0 Commercial Burglaries
  - 0 Residential Burglaries
  - 12 Vehicle Burglaries
  - 1 Robbery
  - 16 Domestic Dispute/Disturbance
  - 10 Baker Acts

- 42 Crashes

Upcoming Events

- Coral Reef Summer Camp Field Trips
- Hot Dogs at the Coral reef Summer Cam
- radKIDS classes at Coral Reef Summer Camp
- 4th o f July Celebration at VPB Village Hall
- South Florida Crime Prevention Association Meeting
- Citizen's Crime Watch Meeting

PLANNING & ZONING

May

Department Highlights

- Met with various property owners and applicants.
- Meetings regarding Tanglewood Linear Park
- CED Staff attended Crisis Track Training to prepare for Hurricane Season.
- Director Siegel attended the Palmetto Bay Business Association monthly luncheon.
- Director Siegel received a subpoena for a neighbor dispute and attended the court hearing.
- Director Siegel attended the Fairchild vs. Palmetto Bay Hearing
- Director Siegel attended a meeting between residents and the Miami Dade Fire Rescue administration regarding the future Old Cutler Road Fire Station.
- Sustainability & Resiliency Planner, Andrea Cadelaria, attended the Municipal Water Quality Workshop on Wednesday, May 29, 2024.

FY2024 Budgeted Projects

- Coral Reef Park Multipurpose Building
  - 65% of plans received and reviewed by staff.
  - Public Art component discussed. Artist identified by architect.
  - LEED building requirements review underway.
  - Project remains on-*time and on-budget (for the month of May).

- Village Branding
  - Community outreach is underway.

- Business Improvement Grants

- Staff continue to promote this program through social media posts and Code Compliance information flyers.
- No applications in May.

- Historic Markers
  - Grants explored. Village does not qualify.

- Geographic Information Systems (GIS) Mapping Support
  - Updates underway.

- CRS
  - Double modification paperwork submitted, awaiting results from ISO.

- Resiliency Plan
  - Conducting and gathering background data; Steering Committee Meeting #2 to take place in Summer 2024.

- Recycling Drive
  - Gathering dates for Fall 2024 Recycling Drive

- Building Division Software
  - Business Tax Receipt software was launched October 30.
  - Building Permit and Inspection software building is underway. Expected to launch by the end of summer.

Reviews, Applications, and Public Meetings

- Administrative Review Applications received:
  - None

- Zoning Hearing Applications Received:
  - None

- May 6, 2024 - Regular Council Meeting Items
  - SW 152 Street & Old Cutler Road Call to Artist: Passed 5-0

- May 20, 2024, Zoning Hearing
  - V-24-001 Arias Setback Variance: Passed 4-0
  - SU-24-001 Bright Adventures Academy: Passed 4-0
  - V-23-008 (REV) Baptist Health Enterprises, Inc.: Continued to June 17, 2024 Zoning Hearing

- Business Tax:
  - Renewal: 3
  - New: 2

- Building Division
  - Received 288 permits applications.

- 854 residents and contractors visited the Division.
- Inspections completed:
  - Building: 765
  - Mechanical: 38
  - Electrical: 185
  - Plumbing: 71
  - Zoning: 91

Total: 1150

- Code Compliance Division
  - Common violations: property maintenance residential and commercial signage
  - New cases: 32
  - Special Master cases: 16

Upcoming Events

- June 5, 2024 - AIPP Meeting
- June 20, 2024 - Resiliency Committee Meeting
- June 17, 2024 - Zoning Hearing
- May 29, 2024 - Municipal Water Coordination Workshop at PortMiami.

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:

Attorney Report June 1-23, 2024

ATTORNEY REPORT

June 1-21, 2024

1. Review Tanglewood Park Covenant
2. Review and Amend Zoning Amendment
3. Review and Amend Telemundo Agreement
4. Review and Amend Smart Plan Corridor Ordinance
5. Review R. Tayor Work Comp Settlement
6. Review and Amend Zoning Notice
7. Review Medical Marijuana Lawsuit
8. Review Singer PRRs Request
9. Review Temporary Rentals Ordinance
10. Palmetto Park Boundary Issue
11. Review RFP Neutrality Forms
12. Review Form 6 Injunction
13. Draft RedSpeed Ordinance
14. Review Fence License
15. Amend Tree Ordinance
16. Draft Home Office Ordinance
17. Review all PRR Requests
18. Review Thalatta Parking Lot Rehab
19. Amend Star Paving Contract
20. Review Emergency Debris Contract
21. 174th Street Roadway Improvement Contract

AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Missy Arocha, Village Clerk's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE CLERK'S REPORT

SUBJECT: Important 2024 Election Information and Deadline Dates

SUGGESTED ACTION:

ATTACHMENTS:

Announcement-Last Day To Vote
Announcement-Vote-By-Mail Requests
Announcement-Become A Poll Worker Today
VPB Notice of General Election-Eng-SPA
VPB Notice Qualification Period-2024 General Election
VPB Notice of Precinct List-Polling Locations
2024 Ballot Issue Deadline Dates
Public Notice-MDC Voter Deadlines
FL Voter Guide-2024 Election Cycle


UPCOMING
ELECTIONS 2024
AUG 20
PRIMARY ELECTION
Deadline to register to vote: July 22
NOV 5
GENERAL ELECTION
Deadline to register to vote: October 7
YOUR VOICE. YOUR
VOTE
@MDCElections
MIAMIDADE.GOV/ELECTIONS



[Miami-Dade County Elections Department]

IMPORTANT ANNOUNCEMENT!
Due to a change in state law, Vote-by-Mail requests now expire after each General Election. If you want to vote by mail in the upcoming 2024 elections, you must submit a new Vote-by-Mail request at: miamidade.gov/votebymail

ACTUALIZACION IMPORTANTE!
Debido a cambios recientes en la ley estatal, las solicitudes para votar por correo ahora caducan después de cada elección general. Si planeas votar por correo en las próximas elecciones de 2024, debes enviar una nueva solicitud. No esperes mas. Visita miamidade.gov/votebymail hoy mismo para asegurar que to voto cuente.



Miami-Dade County Elections Department

Your community needs you! Join the Miami-Dade County Elections Department by becoming a poll worker. Apply now at miamidade.gov/elections and click on “poll workers”.

Tu comunidad te necesita. Unete con el departamento de Miami-Dade County Elections convirtiéndote en trabajador electoral. Aplica ahora mismo en miamidade.gov/Elections y haz clic en “trabajadores electorales”.

VILLAGE OF PALMETTO BAY
NOTICE OF GENERAL ELECTION

As a service to our residents, the Village advises that a Municipal General Election for candidates shall be held on November 5, 2024, with the polls being opened from 7:00 a.m. to 7:00 p.m. Should a run-off election for candidates be necessary, it shall be held on December 3, 2024, also from 7:00 a.m. to 7:00 p.m. The following offices are to be filled: Vice Mayor and Council Member – Seat 2.

Additional information is available by contacting the Village Clerk at 305-259-1234 or on the Village website at: www.palmettobay-fl.gov.

Missy Arocha
Village Clerk

MUNICIPIO DE PALMETTO BAY
AVISO DE ELECCIONES GENERALES Y ESPECIALES

Como un servicio para nuestros residentes, el Municipio anuncia que se celebrarán Elecciones Generales municipales para candidatos el 4 de diciembre del 2024. Los centros de votación estarán abiertos de 7:00 a.m. a 7:00 p.m. Si es necesaria, una elección de segunda vuelta para candidatos, dicha elección se celebrará el 3 de diciembre del 2024, también de 7:00 a.m. a 7:00 p.m. Los siguientes cargos han de ser ocupados: vicealcalde y concejal – escaño 2.

Para obtener más información comuníquese con la Secretaria del Municipio por el 305-259-1234 o visite la página web: www.palmettobay-fl.gov.

Missy Arocha
Secretaria del Municipio

VILLAGE OF PALMETTO BAY
NOTICE OF GENERAL ELECTION AND QUALIFYING PERIOD

The Village of Palmetto Bay will hold a General Election on Tuesday, November 5, 2024, for the positions of: Vice Mayor and Councilmember - Seat 2. If required, a Run-off Election will be held on Tuesday, December 3, 2024.

NOTICE IS HEREBY GIVEN that from noon on August 5, 2024, until noon on August 16, 2024, the Village will hold its qualification period for all persons interested in qualifying as candidates for the 2024 General Election.

For further information, interested persons may visit www.palmettobay-fl.gov, or may contact Missy Arocha, Village Clerk, at 305-259-1234.

MUNICIPIO DE PALMETTO BAY
AVISO DE ELECCIÓN GENERAL Y PERÍODO DE CALIFICACIÓN

El Municipio de Palmetto Bay llevará a cabo una Elección General el martes 5 de noviembre del 2024 para los puestos de vicealcalde y concejal del escaño 2. De ser necesario, se celebrará una elección de segunda vuelta el martes 3 de diciembre del 2024.

POR EL PRESENTE AVISO SE COMUNICA que a partir del mediodía del 5 de agosto del 2024 hasta el mediodía del 16 de agosto del 2024, el Municipio llevará a cabo su período de calificación para todas las personas interesadas en postularse como candidatos para la Elección General del 2024.

Para obtener más información, las personas interesadas pueden visitar www.palmettobay-fl.gov o comunicarse por el 305-259-1234 con Missy Arocha, Secretaria del Municipio.

VILLAGE OF PALMETTO BAY
NOTICE OF POLLING PLACES

2024 GENERAL ELECTION

Precinct:	Location:	Address:
806	Coral Reef Park	7895 SW 152 Street
807	Howard Drive Elementary	7750 SW 136 Street
808	St. Andrews Episcopal Church	14260 Old Cutler Road
809	Christ Congregational Church	14920 SW 67 Avenue
810	St. Richard Church – Parish Center	7500 SW 152 Street
811	Marlin Moore – Post #133	16401 SW 90 Avenue
819	Palmetto Bay Park	17535 SW 95 Avenue
820	Edward & Arlene Feller Community Room	17641 Old Cuter Road
837	Southwood Middle School	16301 SW 80 Avenue
844	Southwood Middle School	16301 SW 80 Avenue

All polling locations are subject to change.

Additionally, all voters may call 305-499-VOTE (8683) or go to www.iamelectionready.org to check their registration status, confirm their precinct and Election Day voting location, download a copy of their customized sample ballot, and much more.

2024 BALLOT ISSUES DEADLINES

(As of March 5, 2024 - Subject to Change)

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2024 Presidential Preference Primary, Primary and General Elections, the **deadlines listed below must be followed**, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail vote-by-mail ballots to overseas voters.

If you are considering conducting a special election, which includes adding a question(s) and/or filling a vacancy(ies), to a regularly scheduled election, please note that per F.S. 100.151, *"…the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date…"* Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

2024 SCHEDULED COUNTYWIDE ELECTIONS	DEADLINE FOR CANDIDATE QUALIFYING TO END	DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS
PRESIDENTIAL PREFERENCE PRIMARY ELECTION **March 19, 2024**	**No later than Friday, December 1, 2023**	**No later than Friday, December 1, 2023**
PRIMARY ELECTION August 20, 2024	**No later than Friday, June 14, 2024** *(Same as Federal, State, and County offices)*	**No later than Friday, May 24, 2024**
GENERAL ELECTION November 5, 2024	**No later than Friday, August 23, 2024**	**No later than Friday, July 26, 2024**

03.05.24:EP

Important Voter Information
Miami-Dade County

Per Section 98.077, Florida Statutes, please be advised if you vote by mail, state law requires you to sign the voter certificate on the outside of your vote-by-mail ballot envelope. It is important that your signature on the envelope matches the signature on record with the Miami-Dade County Elections Department.

Since it is common for signatures to change throughout the years, you should consider submitting a new Voter Registration Application to update our files with your latest signature. Signature updates must be completed before your vote-by-mail ballot is received by the Miami-Dade County Elections Department. You can do so by going online at www.miamidade.gov/elections and selecting "Update Your Signature" to print out an application. Select "Record Update/Change (e.g., Address, Party Affiliation, Name, Signature)" immediately above row #1 and fill out the form. The application can be mailed or submitted in person at the Miami-Dade County Elections Department, located at 2700 NW 87 Avenue, Miami, FL 33172 or at the Elections Department's Branch Office (located in the Lobby of the Stephen P. Clark Center, 111 NW 1Street, Miami, FL 33128).

In addition, eligible citizens who have not yet registered to vote and would like to vote, can register to vote anytime. However, the registration deadlines for the following countywide elections in 2024 are:

Elections	Voter Registration Deadlines
March 19, 2024 Presidential Preference Primary Election	February 20, 2024
August 20, 2024 Primary Election	July 22, 2024
November 5, 2024 General Election	October 7, 2024

You can register to vote through Online Voter Registration at www.registertovoteflorida.gov/home or visit the Miami-Dade County Elections Department's webpage "Register To Vote" to see a list of authorized voter registration agencies where you can register in person.

For more information, call 305-499-VOTE (8683) or visit www.miamidade.gov/elections.

Christina White
Supervisor of Elections
Miami-Dade County, Florida

Información importante para el elector
Condado de Miami-Dade

De conformidad con la Sección 98.077 de los Estatutos de la Florida, le informamos que, si usted vota por correo, las leyes estatales exigen que firme el certificado del elector que aparece en la parte de afuera del sobre de su boleta de voto por correo. Es importante que la firma en el sobre coincida con la firma que consta en los registros del Departamento de Elecciones del Condado de Miami-Dade.

Es común que las firmas cambien con el paso de los años; por tanto, le sugerimos que envíe un nuevo Formulario de Solicitud de Inscripción para Votar con el fin de que en nuestros registros conste su firma más actualizada. Es necesario completar la actualización de la firma antes de que el Departamento de Elecciones reciba la boleta de voto por correo. Para ello, puede visitar el sitio web www.miamidade.gov/elections, seleccionar "Update Your Signature" y hacer clic en la versión en español de "Voter Registration Application". Imprima el formulario de solicitud, complételo y marque la casilla "Una actualización de registro (p. ej., dirección, nombre, afiliación a un partido, firma)" que se encuentra encima de la línea 1. La solicitud se puede entregar en persona o enviar por correo a: Miami-Dade County Elections Department, 2700 NW 87 Avenue, Miami, FL 33172 o a la oficina del Departamento de Elecciones (ubicada en el vestíbulo del Centro Stephen P. Clark, 111 NW 1 Street, Miami, FL 33128).

Asimismo, los ciudadanos elegibles que aún no se hayan inscrito para votar y quisieran votar, pueden inscribirse en cualquier momento. No obstante, las siguientes elecciones para todo el Condado en el 2024 tienen las fechas límites de inscripción que se indican a continuación:

Elecciones	Fechas límites de inscripción del elector
Elecciones Primarias de Preferencia Presidencial del 19 de marzo del 2024	20 de febrero del 2024
Elecciones Primarias del 20 de agosto del 2024	22 de julio del 2024
Elecciones Generales del 5 de noviembre del 2024	7 de octubre del 2024

Puede usar la inscripción del elector en línea en www.registertovoteflorida.gov/home o visitar la sección "Register To Vote" en la página web del Departamento de Elecciones del Condado de Miami-Dade para ver una lista de las agencias autorizadas a inscribir a electores, donde puede asistir en persona para inscribirse.

Para más información, llame al 305-499-VOTE (8683) o visite la página web www.miamidade.gov/elections.

Christina White
Supervisora de Elecciones
Condado de Miami-Dade, Florida

Enfòmasyon ki Enpòtan pou Votè
Konte Miami-Dade

Dapre Seksyon 98.077 Lwa Florid yo, nou ap fè w konnen si w vote pa lapòs, lwa Eta a egzije pou w siyen sètifika votè a sou deyò anvlòp bilten vòt pou vote pa lapòs ou a. Li enpòtan pou siyati ou gen sou anvlòp la koresponn avèk siyati ki nan dosye Depatman Eleksyon Konte Miami-Dade.

Etan done ke li kouran pou siyati chanje pandan ane yo ap pase, ou ta dwe konsidere soumèt yon nouvo aplikasyon enskripsyon votè pou mete dosye nou ajou avèk siyati aktyalize w. Mizajou siyati yo dwe ranpli anvan Depatman Eleksyon Konte Miami-Dade resevwa bilten vòt pou vote pa lapòs ou a. Ou ka fè sa lè ou ale sou entènèt nan www.miamidade.gov/elections epi seleksyone "Update Your Signature" pou w enprime yon aplikasyon. Seleksyone "Mizajou/Chanjman Dosye (sa vle di, Adrès, Afilyasyon Pati Politik, Non, Siyati)" imedyatman anwo ranje #1 epi ranpli fòm lan. Moun ka voye aplikasyon an pa lapòs oswa soumèt li an pèsòn nan Depatman Eleksyon Konte Miami-Dade, ki nan 2700 NW 87 Avenue, Miami, FL 33172 oswa Biwo Sikisal Depatman Eleksyon an (ki chita nan lobi bilding Stephen P. Clark Center, 111 NW 1 Street, Miami, FL 33128).

Anplis de sa, sitwayen elijib ki poko enskri pou vote e ki ta renmen vote ka enskri pou vote nenpòt lè. Sepandan, dat limit enskripsyon pou eleksyon annapre yo nan tout konte a an 2024 se:

Eleksyon	Dat limit Enskripsyon Votè
Eleksyon Primè Preferans Prezidansyèl 19 mas 2024	20 fevriye 2024
Eleksyon Primè 20 dawout 2024	22 jiyè 2024
Eleksyon Jeneral 5 novanm 2024	7 oktòb 2024

Ou ka enskri pou w vote atravè Enskripsyon Votè sou entènèt nan www.registertovoteflorida.gov/home oswa vizite paj entènèt "Register To Vote" Depatman Eleksyon Konte Miami-Dade la pou wè yon lis ajans otorize pou enskripsyon votè kote ou ka enskri an pèsòn.

Pou plis enfòmasyon, rele 305-499-VOTE (8683) oswa vizite www.miamidade.gov/elections.

Christina White
Sipèvizè Eleksyon
Konte Miami-Dade, Florid

Florida Voter Guide

2024 Election Cycle



Rev. 11/2023

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Voter's Bill of Rights

Each registered voter in this state has the right to:

1. Vote and have his or her vote accurately counted.
2. Cast a vote if he or she is in line at the official closing of the polls in that county.
3. Ask for and receive assistance in voting.
4. Receive up to two replacement ballots if he or she makes a mistake prior to the ballot being cast.
5. An explanation if his or her registration or identity is in question.
6. If his or her registration or identity is in question, cast a provisional ballot.
7. Written instructions to use when voting, and, upon request, oral instructions in voting from elections officers.
8. Vote free from coercion or intimidation by elections officers or any other person.
9. Vote on a voting system that is in working condition and that will allow votes to be accurately cast.

Voter Responsibilities

Each registered voter in this state should:

1. Familiarize himself or herself with the candidates and issues.
2. Maintain a current address with the office of the Supervisor of Elections.
3. Know the location of his or her polling place and its hours of operation.
4. Bring proper identification to the polling station.
5. Familiarize himself or herself with the operation of the voting equipment in his or her precinct.
6. Treat precinct workers with courtesy.
7. Respect the privacy of other voters.
8. Report any problems or violations of election laws to the Supervisor of Elections.
9. Ask questions, if needed.
10. Make sure that his or her completed ballot is correct before leaving the polling station.

NOTE TO VOTER:

Failure to perform any of these responsibilities does not prohibit a voter from voting.

What elections are there in Florida?

Presidential Preference Primary Election (PPP). The PPP is an election held every four years. It is part of the beginning process for the two major political parties in Florida to select their nominee for President and Vice-president. Only voters registered with one of the two parties vote their preference for whom they would like to appear on the General Election ballot in November. After the PPP, each respective party's delegates from Florida formally nominate the preferred presidential candidate at the respective party's national convention based on party rules. The parties typically hold these conventions in July or August.

> For the 2024 election cycle, the office of President and Vice-President will be on the ballot, starting with the PPP. For more information about the election process for these offices, visit the Division of Elections' webpages on For Voters - Quick Facts – Presidential Preference Primary Election and Presidential Electors/Electoral College.

Primary Election. The Primary Election is held 11 weeks before the General Election in every even-numbered year. In Florida, the primary election is closed. This means that a voter seeking to vote for a party's nominee must first be a registered party member of the Florida political party to vote for the respective party candidates or nominees for an office in a primary election, including a presidential preference primary election. However, all registered voters can vote for candidates in an office in the primary election if all the candidates for that office have the same party affiliation and the winner of the primary election will not face any opposition in the general election. All registered voters can also vote in races for nonpartisan judicial and school board offices, nonpartisan special districts, or local referendum questions.

General Election. A General Election is held in November of every even-numbered year. All registered voters, regardless of party affiliation or no party affiliation, may exercise their right to vote for federal and state races, judicial retention and statewide proposed constitutional amendments and revisions on the General Election ballot. The ballot may include county and local races and local public measures.

Special Election. The Governor calls a special election:

- If no person has been elected at a general election to fill an office which was required to be filled by election at such general election.
- If a vacancy occurs in the office of state senator or member of the state house of representatives.
- If it is necessary to elect presidential electors, by reason of the offices of President and Vice President both having become vacant.
- If a vacancy occurs in the office of a member from Florida of the House of Representatives of Congress. (Note: A vacancy in the office of a U.S. Senate is filled by temporary appointment until the vacancy is filled at the next general election.)

For currently scheduled special elections, visit the Division of Elections' Special Elections webpage.

Local Election. For currently scheduled local elections such as a town, city or municipal election which may be held separately from statewide or county elections, contact or visit your county Supervisor of Elections' website for more information on local elections.

What are the key election dates for 2024?

*Visit the Division of Elections' publication webpage for Election Dates Activities Calendar.

Presidential Preference Primary Election 2024	
Deadline to Send Ballots to UOCAVA Voters (Absent Stateside and Overseas Uniformed and Civilian Voters) (45 days before election) for requests already on file	February 3, 2024
Deadline to Send Ballots to Domestic Voters (7-day window) for requests already on file	February 8 - 15, 2024
Deadline to Register (book closing)	February 20, 2024* (February 19 is President's Day)
Early Voting - Optional Days (A county may offer one or more of these early voting days)	March 4, 5, 6, 7, 8, and 17, 2024
Early Voting - Mandatory (8-day period)	March 9 - 16, 2024
Deadline to Request that Ballot Be Mailed	March 7, 2024
PRESIDENTIAL PREFERENCE PRIMARY ELECTION DAY	**March 19, 2024**

Candidate Qualifying Period 2024	
Federal (U.S. Senator, Representative in Congress), State Attorney (Judicial Circuits 1- 19), Public Defender (Judicial Circuits 1 -19), Judicial Offices (i.e., Justice(s) of the Supreme Court, District Court of Appeal Judges, Circuit Court Judges, and County Court Judges)	Noon, April 22, 2024 - Noon, April 26, 2024 (Pre-qualifying period begins April 8, 2024)
State Senator, State Representative, County Office and Special Districts	Noon, June 10, 2024 - Noon, June 14, 2024 (Pre-qualifying period begins May 27, 2024)

Primary Election 2024	
Deadline to Send Ballots to UOCAVA Voters (Absent Stateside and Overseas Uniformed and Civilian Voters) (45 days before election) for requests already on file	July 6, 2024
Deadline to Send Ballots to Domestic Voters (7-day window) for requests already on file	July 11 - 18, 2024
Deadline to Register (book closing)	July 22, 2024
Early Voting - Optional Days (A county may offer one or more of these early voting days)	August 5, 6, 7, 8, 9 and 18, 2024
Early Voting - Mandatory (8-day period)	August 10 - 17, 2024
Deadline to Request that Ballot Be Mailed	August 8, 2024
PRIMARY ELECTION DAY	**August 20, 2024**

General Election 2024	
Deadline to Send Ballots to UOCAVA Voters (Absent Stateside and Overseas Uniformed and Civilian Voters) (45 days before election) for requests already on file	September 21, 2024
Deadline to Send Ballots to Domestic Voters (7-day window) for requests already on file	September 26, 2024 - October 3, 2024
Deadline to Register (book closing)	October 7, 2024
Early Voting - Optional Days (A county may offer one or more of these early voting days)	October 21, 22, 23, 24, 25, and November 3, 2024
Early Voting - Mandatory (8-day period)	October 26 - November 2, 2024
Deadline to Request that Ballot Be Mailed	October 24, 2024
GENERAL ELECTION DAY	**November 5, 2024**

What offices are up for election and retention in 2024?

Federal Offices

- President of the United States
- U.S. Senate (one of two seats)
- Representatives in Congress (all districts)

Multi-County and District Offices

- State Senator (odd-numbered districts)
- State Representative (all districts)
- State Attorney (All judicial circuits except for 20th)
- Public Defender (All judicial circuits except for 20th)

County Offices

- Board of County Commissioners
- School Board
- Other constitutional offices depending on county
- Special district offices

Judicial Retention (Nonpartisan)

- Justices, Supreme Court of Florida (only those whose terms expire January 2025)
- Judges, District Courts of Appeal (only those whose terms expire January 2025)

Circuit and County Court Judges (Nonpartisan)

Only those whose terms expire January 2025

What other races/contests may appear on the ballot?

- Proposed amendments to the Florida Constitution
- Local offices - Town/City/Municipal
- County, municipal, and district referenda or other public measures (e.g., charter, tax, annexation, municipal recall, etc.)

Contact your county Supervisor of Elections for other races that may appear on your ballot.

Will I get a sample ballot?

Sample Ballot

Sample ballots are available before each election as follows:

- At least two sample ballots in each polling place on Election Day or during early voting period.
- Online through county Supervisor of Elections' websites.
- Through newspaper publication or by email, if email address is on file with a request to receive the sample ballot electronically.
- If no email address is available, then the Supervisor of Elections mails the sample ballot to each registered voter or to each household in which there is a registered voter.

Voter registration

What are the requirements to register to vote?

To register and vote, you must be:

- At least 18 years of age (you can pre-register on or after your 16th birthday),
- A citizen of the United States of America, and
- A legal resident of Florida and of the county the applicant seeks to be registered.

You cannot register or vote if you are:

- Adjudicated mentally incapacitated with respect to voting, unless that right has been restored.
- A convicted felon, unless your right to vote has been restored by law.
- Not a U.S. citizen (A legal permanent resident is not a U.S. citizen).

How can I register or update my registration?

The most secure and convenient way to register or update your voter registration is through Florida's online voter registration website – RegistertoVoteFlorida.gov. The system:

- Allows you to submit an online application or to use the system to enter your information into a form that you can then print, sign, date and submit to your county Supervisor of Elections.
- Electronically confirms while you are online if the State could verify your personal identifying information, and if so, also confirms that your county Supervisor of Elections has received your online application and how you may check your voter status thereafter.
- Is available 24 hours a day, 7 days a week.
- Is ADA compliant and includes accessibility features for persons with disabilities.
- Is available in English and Spanish.

You can also submit a voter registration application as follows:

- Through the Department of Highway Safety and Motor Vehicles' Online GoRenew.com at the same time as you update information on your Florida driver license or state identification card.
- In person or by mail to any County Supervisor of Elections' office.
- In person through an electronic intake process at any office that issues Florida driver licenses or Florida identification cards.
- In person at any designated voter registration agency (i.e., any office that provides public assistance or state funded programs for persons with disabilities, any armed recruitment office, any center for independent living, and any public library).

The Statewide Voter Registration Application (DS-DE 39) is fillable and downloadable from the Division's Forms webpage. Forms are also available at any county Supervisor of Elections

office, library, or any entity authorized by the Florida Fish and Wildlife Conservation Commission to issue fishing, hunting, or trapping permits.

Keep these key things in mind for updating your record:

- If your address changes, it is best to update your record as soon as possible to avoid any issues before you vote.
- If you changed your name by marriage or other legal process since the last time you registered or updated your record, provide your former name. This helps to find your record if already registered so the Supervisor of Elections can update your record to reflect your new name. You can make a name change at the polls.
- To choose or change your party affiliation, submit an updated voter registration application online or by paper. You must select or change your party at least 29 days before an election for the selection or change to be effective for a primary election. You cannot change your party at the polling place for a primary election.
- Signatures change over time. If your signature on record does not match your current signature on a ballot certificate (for a Vote-by-Mail Ballot, early voting ballot or provisional ballot), or on a candidate petition or other petition, the ballot or petition may not count because the signatures could not be matched. It is recommended that you regularly update your signature. You must use a paper voter registration application to submit a signature update.

When can I register to vote?

You can apply to register or update your voter registration record any time. However, to vote in an upcoming election, the deadline to register is the 29th day before the election. Under limited circumstances, military and overseas citizens may register up to 5 days before an election. Please visit the Division of Elections' webpage Military and Overseas Citizens Voting for more information or contact your county Supervisor of Elections.

Are there special requirements for registering for the first time in Florida?

If you are registering by mail for the first time and you **have never been issued** a Florida driver license number, Florida identification card number, or a Social Security number, you will have to swear or affirm that you have never been issued one under oath on your application. You will need to provide a copy of one of the following identifications either with the application or at some point before you vote for the first time unless you are exempt under specific classes of persons:

• United States passport • Debit or credit card • Military identification • Student identification • Retirement center identification • Neighborhood association identification • Public assistance identification • Veteran health identification card issued by the United States Department of Veteran Affairs • Florida license to carry a concealed weapon or firearm • Employee identification card issued by any branch, department, agency, or entity of the Federal Government, the state, a county, or a municipality.

Or, if you have not been issued one of the identifications above, you must provide a copy of these documents:

• Utility bill • Bank statement • Government check or paycheck • Other government document containing your name and current residence address.

Please contact your Supervisor of Elections for further information.

When will I get my voter information card?

A voter information card must be sent within 5 business days after your application for new registration or update is processed. A voter information card includes important information about your current registration record. The card also includes your address of legal residence, date of registration, party affiliation, assigned precinct, polling place for Election Day, and district offices (local, state, and federal) for which you can vote. Once you receive a card, review the information to ensure it is accurate. If not, contact your Supervisor of Elections immediately.

To replace a lost or damaged card, contact your county Supervisor of Elections.

Note: A voter information card is for information purposes only. It is proof of your registration but not legal verification of your eligibility to vote. It is your responsibility to keep his or her eligibility status current. A voter may confirm his or her eligibility to vote with the Department of State.

Voting by mail

How do I request a vote-by-mail ballot?

You must submit a request for a Vote-by-Mail Ballot to your county Supervisor of Elections' office. A request can be:

- By signed writing (e.g., mail, fax, or scanned attachment to an email) to your Supervisor of Elections using the statewide vote-by-mail request form (visit the Division of Elections' Forms webpage). If the request is online, a signature may be indicated by checking a box affirming the voter's request or accompanied by a digital or electronic signature or attaching a scanned image of an original signature with an email. However, if the ballot is to be mailed to an address other than the one on record, the request must be a signed writing.
- In person.
- By phone.

A verified /verifiable Florida driver license number, Florida identification card number or the last four digits of the voter's social security number is needed to process a request for a Vote-by-Mail Ballot.

A voter's immediate family (spouse or the parent, child, grandparent, grandchild, or sibling of the designee or of the designee's spouse) or the voter's legal guardian may request the ballot on the voter's behalf. The requestor also must provide this information if asking for a ballot on behalf of a voter:

- The requestor's address.
- The requestor's driver license number, state identification card, or the last four digits of the voter's Social Security number (if available).
- The requestor's relationship to the voter.
- The requestor's signature (if the request is written).

Please visit the Division of Elections' Vote-by-Mail webpage for all the information that is required to submit a request.

When do I get my requested ballot?

If a request is on file by the time Vote-by-Mail Ballots are mailed for an upcoming election, you will be mailed a ballot during the designated periods for delivery. All other requests are filled within 2 days of the request. No ballot may be mailed out later than 10 days before an election. Please see key election dates on pages 8 and 9 for when ballots are sent.

You or your designee may pick up a Vote-by-Mail Ballot at any time once they become available up through Election Day.

A designee is limited to picking up two blank Vote-by-Mail Ballots for other voters other than themselves and members of their immediate family. An immediate family member refers to the designee's spouse, parent, child, grandparent, grandchild, or the designee's spouse's parent, child, grandparent, grandchild, or sibling. A designee must have written authorization from you in the form of a completed affidavit to pick-up a Vote-by-Mail Ballot for a Voter, present a picture I.D., and sign a declaration. If you do not have a Vote-by-Mail Ballot request already on file, your written request for a Vote-by-Mail Ballot must accompany the affidavit. Form DS-DE 162 is a combination form that includes the affidavit for ballot pick-up, the voter's written authorization for the designee and if a request is not already on record, the voter's request for a vote-by-mail ballot. Visit Division of Elections' Forms webpage for DS-DE 162.

Is there an emergency affidavit for pick-up during mandatory early voting period up through Election Day?

Yes. If a voter or designee picks up a vote-by-mail at any time during the start of mandatory early voting period up through Election Day, a special emergency affidavit must be completed. The voter or designee on behalf of the voter must affirm that an emergency exists that keeps the voter from being able to vote at a designated early voting site in his or her county or at his or her assigned polling place on Election Day, whichever is applicable. Visit Division of Elections' Forms webpage for DS-DE 162.

How and when do I return my voted ballot?

The county Supervisor of Elections must receive your voted ballot no later than 7 p.m. (local time) on Election Day. You may return the ballot by mail or in person to the Supervisor of Elections or by dropping off at any designated secure ballot intake station (See Can I drop off my Vote-by-Mail Ballot at an early voting site).

For timely return of ballots by domestic voters, the United States Postal Service (USPS) recommends that ballots be mailed back at least one (1) week before the Election Day deadline. This helps to account for any unforeseen events or weather issues. For more information about election mail and the USPS, visit election-mail.

For timely return of ballots by absent stateside and overseas military and overseas civilians, the U.S. Department of Defense's Federal Voting Assistance Program (FVAP) recommends earlier return timelines between 11 and 35 days before Election Day depending on location.

The following only applies to overseas (military and civilian) voters:

- Only an overseas voter has the option to return the ballot and signed Voter's Certificate by fax. The ballot and certificate must be faxed directly to the number provided by the Supervisor of Elections or to a fax number provided by FVAP. For further information, please contact your county Supervisor of Elections Office.

- Only an overseas voter has 10 extra days from Election Day for a Vote-by-Mail Ballot to be received by the county Supervisor of Elections. This 10-day extension only applies in presidential preference primary elections, general elections, and special elections and special primary elections. The overseas voter's ballot must be postmarked or dated by Election Day and received within 10 days of the election to be counted, provided the ballot is otherwise proper.

- The Federal Write-in Absentee Ballot (FWAB) is an emergency back-up Vote-by-Mail Ballot that can be used only by absent stateside and overseas military and overseas civilians. If it is getting close to Election Day and you still have not received your Vote-by-Mail Ballot, use the FWAB. The FWAB is available online at fvap.gov as an online assisted request or a document download. To use a FWAB in Florida, you must first be a registered

voter and have already submitted a request for a regular Vote-by-Mail Ballot. The FWAB ballot can be used to vote in any federal, state, or local race.

- Only an overseas voter can request a state-write in vote-by-mail ballot if there are military or other contingencies that affect normal mail delivery. The State Write-in Vote-by-Mail Ballot can only be used for a general election. You must request the ballot from your Supervisor of Elections up to 3 - 6 months before the general election.

Can I drop my voted ballot off at an early voting site?

In addition to returning a ballot by mail or in-person, you can also choose to drop off a completed Vote-by-Mail Ballot at any secure ballot intake station. These stations are located at:

- Any main and/or permanent branch office for the county Supervisor of Elections
- Any designated early voting site
- Any other site that the county may choose to designate, provided the site could have otherwise been designated as an early voting site.

Visit your county Supervisor of Elections' website for information about the available sites and hours of operation.

A voted Vote-by-Mail Ballot cannot be dropped off at polling places on Election Day unless you are choosing to vote instead at the polls. If you wish to vote at the polls, bring the ballot (voted or not) with you and it will be cancelled, and you can still vote a regular ballot.

Can I track the status of my request or ballot?

You can track the status of your Vote-by-Mail Ballot through your county Supervisor of Elections' website. Contact your county Supervisor of Elections for other ballot tracking services that the office may make available.

County-by-county webpage links are also available on the Division of Elections' Vote-by-Mail Information and Status Lookup.

You can also subscribe for free with the U.S. Postal Service's 'Informed Delivery®' by USPS. This general free service allows you to receive daily notice with a digital preview of all mail to be delivered to your address including your ballot if you have requested one.

How do I cure a missing or mismatched signature on a Vote-by-Mail Ballot?

If you forget to sign your Vote-by-Mail Ballot certificate or your signature on the certificate does not match your signature on file, you have the right to cure this defect. Your county Supervisor of Elections will attempt to contact you with the available contact information in your record or you can contact your Supervisor of Elections.

The Vote-by-Mail Ballot Cure Affidavit with instructions (Form DS-DE139) is available on your county Supervisor of Elections' website. It is also available on the Division of Elections' Forms webpage. The deadline to submit a cure affidavit is 5 PM (local time) on the second day after Election Day.

When does a vote-by-mail ballot request expire?

A ballot request, once made, is effective for all elections held after the date of the request through the end of the calendar year of the next regularly scheduled general election. A voter wishing to continue to receive a Vote-by-Mail ballot for the next election cycles thereafter would have to renew their request.

Early voting

When and where can I vote early?

Early voting is a period before Election Day in which a voter can vote in person at any designated early voting site in his or her county. Early voting is required in any election that contains a state or federal office race. Early voting is optional in elections not held in conjunction with a state or federal office.

The photo and signature requirements for voting on Election Day also apply to voting during early voting.

The early voting period must start at least on the 10th day before the election and end on the 3rd day before the election. In addition, a county Supervisor of Elections within a county has the option to offer additional days of early voting on the 15th, 14th, 13th, 12th, 11th, or 2nd day (i.e., Sunday) before an election.

Early voting hours must be at least 8 hours but no more than 12 hours per day.

Any voter in line at the time of official closing of early voting will have the opportunity to cast a ballot, just as on Election Day.

Visit your county Supervisor of Elections' website to find out the specific dates, times, and locations for early voting in your county for upcoming elections.

For more information about Early Voting, visit the Division of Elections' webpage on Early Voting and Secure Ballot Intake Stations.

Voting on Election Day

When and where can I vote on Election Day?

On Election Day, polls are open from 7:00 a.m. until 7:00 p.m. (local time). Any voter waiting in line at 7:00 p.m. (local time) will have the opportunity to cast a ballot. You can only vote in the polling place for your address of legal residence. To find your polling place or changes to your polling location, visit your county Supervisor of Elections' website. In the case of an emergency and when time does not permit to provide the notices above, the notice of the new polling place will be posted at the old polling place. Visit also the Division of Elections' Voter Precinct Lookup webpage for county-by-county webpage links for precinct lookup.

What do I need to bring to vote?

You must show a photo and signature identification before you can vote. Any one of the following photo IDs are acceptable:

- Florida driver license,
- Florida identification card issued by the Department of Highway, Safety and Motor Vehicles,
- United States passport,
- Debit or credit card,
- Military identification,
- Student identification,
- Retirement center identification,
- Neighborhood association identification,
- Public assistance identification,
- Veteran health identification card issued by the United States Department of Veterans Affairs,

- License to carry a concealed weapon or firearm issued pursuant to section 790.06, Florida Statutes, or
- Employee identification card issued by any branch, department, agency, or entity of the Federal Government, the state, a county, or a municipality.

If your photo identification does not include your signature, you must show an additional form of identification that includes your signature.

If you do not bring a current and valid I.D., you can still vote a provisional ballot. If eligible to vote, having voted in the proper precinct, and the signature on your provision ballot certificate matches the signature on record, your provisional ballot will count.

Can I vote provisionally?

If your eligibility to vote cannot be determined at the polls, an election official asserts that you are not eligible including, but not limited to, that you have been sent notice of potential ineligibility pursuant to s. 98.075(7), but a final determination of eligibility has not yet been made, you did not provide a current and valid photo ID, your right to vote is challenged, or some other basis, you are still entitled to vote a provisional ballot. The clerk at the polling location or early voting site will give you a written notice of rights that will provide the following information:

- You have the right to bring further evidence (if you choose) of your eligibility to the county Supervisor of Elections up until 5 PM (local time) of the second day after Election Day.
- If you voted a provisional ballot solely because you did not bring in identification, you do not have to bring in further evidence of eligibility, provided your eligibility is established based on prior identifying information having been provided and verified.
- If you voted a provisional ballot because your personal identifying number has not yet been verified by the time you went to vote, you can provide in person or by copy through fax, e-mail, or mail a copy of your Florida driver license/state identification card or your social security card to the county Supervisor of Elections. The deadline to provide evidence is 5 PM (local time) on the second day after Election Day.
- If your signature on the provisional ballot certificate is missing or does not match your signature on record, you have the right to cure the signature issue by submitting an affidavit to your county Supervisor of Elections. Your Supervisor will attempt to contact you with the available contact information in your record. .The Provisional Ballot Cure

Affidavit – Instructions and Form (DS-DE 210) is available online on your county Supervisor of Elections' website or the Division of Elections' Forms webpage. The deadline to submit a cure affidavit with the required identification is 5 PM (local time) on the second day after Election Day. It is also available on the Division of Elections' Forms webpage.

- You have the right to find out after the election if your provisional ballot was counted, and if not counted, the specific reason.
- If this is a primary election, you contact your county Supervisor of Elections' office immediately to confirm that you are registered, and that you will be able to vote in the general election.

Voting equipment

Which voting equipment is used in my county?

Each county purchases its own voting system. A county cannot buy or use any voting system in an election unless it has first been tested and certified by the Florida Department of State.

Each county must test the voting equipment before each election to confirm that it is counting ballots correctly. These testing events (i.e., logic and accuracy tests). The county canvassing board must publicly notice the event. The event is open to the public.

Further, after every election, each county must perform a post-election audit on the voting system unless there has been a manual recount conducted in that election. The county canvassing board must publicly notice the audit. The audit is open to the public.

All voting must be by marksense ballot, using a marking device or a voter interface device that produces a voter-verifiable paper output and meets the state and federal voter accessibility requirements for individuals with disabilities.

Instructions on how to use the voting system will be available on your county Supervisor of Elections' website and posted at the polling locations during early voting and on Election Day. If you have questions about the voting system in your county and how to use it, contact your county Supervisor of Elections.

Visit the Division of Elections' Certified Voting Systems and Vendors' webpage for a listing of tested and approved voting systems used in all counties.

Voting assistance /accessible voting

Can I get help to vote?

If you need help voting due to blindness, disability, inability to read or write, or language assistance, you have several options. You can:

- Vote on an accessible marking device at accessible polling places during early voting or on Election Day.
- Receive personal help at the polls during early voting or on Election Day. You can bring someone to assist you at the polls, except not your employer, employer's agent, your union's officer, or union agent. You will have to fill out a declaration for assistance unless you already noted on your voter registration application that you would need help at the polls. If someone other than poll workers assist you, the person helping you will also have to fill out a declaration.
- Vote an accessible vote-by-mail ballot from anywhere. Accessible ballot services or electronic ballot delivery and marking systems allow a person with disabilities to receive a ballot electronically upon request. Depending on the system available in the county, the voter has the option to mark the ballot, with or without compatible assistive devices or software that are part of the program or external to the program.
- Receive assistance in voting your vote-by-mail ballot. If you receive a vote-by-mail ballot and are unable to personally mark or select your choices, you still can have anyone, other than your employer, agent of your employer or an officer or agent of your union, mark the choices for you or have the person assist you in marking your choices on the ballot. See section 101.661, Florida Statutes.
- Participate in supervised voting if you reside at an assisted living facility or nursing home.

Contact your county Supervisor of Elections for more information about the accessible vote-by-mail system or services used in your county. Visit the Division of Elections' webpage on Accessible Voting for Persons with Disabilities.

Public records

Is voter registration information public?

Under Florida's broad public record laws, most of your voter registration information is available to the public including your voting history and party affiliation. However, the following information is exempt from public disclosure:

- Social Security number
- Driver license number
- Florida identification card number
- Location of voter's place of registration or voter registration update
- The voter registration record of pre-registered voters
- A voter's signature may be viewed but cannot be copied.

You can seek to protect your voter registration information from public disclosure in the following ways:

1. If you are a victim of domestic violence and stalking, you can become a participant in the Attorney General's Address Confidentiality Program (ACP) for such victims. Contact the Attorney General Office's Bureau of Advocacy and Grants Management at 850.414.3300.

2. If you are a high-risk professional such as a judge, prosecutor, firefighter, human resource officer, etc., you can ask to protect your information once you are registered to vote. Submit a written request to your county Supervisor of Elections or the Florida Division of Elections using the Public Records Exemption Request form. For more information, please visit the Division of Elections' webpage Voter Information as a Public Record.

Poll worker

How can I serve as a poll worker?

If you are interested in serving as a poll worker, contact your county Supervisor of Elections. You

must be a registered or pre-registered voter in the county in which you want to serve. You will receive training necessary to perform your duty as a poll worker before every election.

Elections Fraud

How do I report fraud?

- For a violation of the National Voter Registration Act of 1993, the Help America Vote Act of 2002, or an irregularity or fraud involving voter registration, voting, petitions, or removal procedures, submit a written complaint to the Florida Division of Elections, Room 316, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-1050, 850-245-6200. Visit the Division of Elections' Complaint Forms webpage for applicable form.

- For a violation involving campaign financing, candidates, committees, or other political activities and other activities prohibited under chapters 104 and 106, and section 105.071, Florida Statutes, please contact the Florida Elections Commission or visit fec.state.fl.us or email your inquiries to fec@myfloridalegal.com, or contact the office at (850) 922-4539. Note: The Florida Elections Commission is an independent entity from the Department of State, Division of Elections.

- For election or voter fraud, you can contact the Voter Fraud Hotline
  - Phone Number: 1.877.868.3737
  - Hours: Monday - Friday 8:00 a.m. - 5:00 a.m. (EST)
    Florida Relay Service (TDD or voice) is available to persons who are deaf, hard of hearing, blind, or speech disabled. Dial 7-1-1.
  - Report potential election fraud to Office of Elections Crimes and Security (oecs@dos.myflorida.com) at the Florida Department of State and/or the local state attorney.

Voter assistance

What is the contact information for voter assistance with registration or voting?

- Voter Assistance Hotline Phone Number 1.866.308.6739
    - Hours: Monday - Friday 8:00 a.m. - 5:00 p.m. (EST) with extended hours during statewide elections.
    - Florida Relay Service (TDD or voice) is available to persons who are deaf, hard of hearing, blind, or speech disabled. Dial 7-1-1.
- Email:
    - BVRShelp@dos.myflorida.com (voting and voter registration inquiries)
    - DivElections@dos.myflorida.com (all other inquiries)

Counties also have their own voter assistance hotline. For questions directly related to the election process in your county, contact your county Supervisor of Elections.

Supervisor of Elections' Contact Information

The most current contact information for Supervisors of Elections and their offices including phone numbers and addresses for email, website, and mailing can be found online.



FLORIDA DEPARTMENT OF STATE

Division of Elections

500 S. Bronough St., R.A. Gray Building, Room 316

Tallahassee, FL 32399-0250

850.245.6200

https://dos.fl.gov/elections/

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Parks & Recreation Committee Meeting (April 2, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-PRCO-2024-04-02

MINUTES
PARKS & RECREATION COMMITTEE MEETING
Thursday, April 4, 2024

Village Hall Municipal Center – 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

1. CALL TO ORDER AND ROLL CALL: The meeting was called to order at 7:02 PM.

Committee Members and guests in Attendance:
Leo Llinas - Chair
Sheila Frazier – Secretary
Michael Lesman
David Greenwell
Dr. Ed Feller
Fanny Carmona, Director of Parks & Recreation Dept.
Patrick Fiori, Councilmember
Marsha Matson, Councilmember

2. PUBLIC COMMENTS, INCLUDING COMMENTS FROM VILLAGE COUNCIL, VILLAGE MANAGER OR STAFF: None.

3. APPROVAL OF MINUTES

A. Thursday, March 7, 2024: The minutes were approved unanimously.

4. OLD BUSINESS

Council Liaison Patrick Fiore had conversations with our village attorney about issues on this agenda. Fanny Carmona provided special documents.

The Village Attorney believes the village is in a better position with less liability regarding dog bites in a village park because of the ordinance allowing dogs in the parks for special events and during the farmers market.

Fanny Carmona found the original covenants between the village and village residents limiting lighting from the parks into neighborhoods in perpetuity. Per Patrick it would take a lot of effort to change this.

The village attorney recommended through Patrick that this committee not get involved with the pocket park issue should it be brought up which it was.

5. DISCUSSION OF AGENDA ITEMS

Fanny provided an update on status of the clean-up of Coral Reef Park's pine rockland by IRC which is being done in phases. The initial phase is completed with two more to go.

IRC will provide regular maintenance. Leo commented on some negative residents' comments and suggested more signage might be helpful. Fanny agreed.

Status of rubberized trail's grant in Coral Reef Park has been approved. In the meantime, the village manager had authorized emergency repairs which Patrick reported.

6. NEW BUSINESS

Sheila observed at the last council meeting the Parks Director had requested an extension until October 2026 from the county for The Woods project. Fanny reported that this would be for the initial stage of signs, path, and benches. $750,000 is the initial funding with more to be requested and budgeted.

7. REQUESTS FOR ASSISTANCE TO THE VILLAGE COUNCIL AND VILLAGE MANAGER: None.

8. SELECTION AND LIST OF DISCUSSION ITEMS FOR THE NEXT MEETING

- Thursday, May 2, 2024, at 7 p.m. at Village Hall

9. ADJOURNMENT: The meeting adjourned at 7:50 p.m.

Written by Secretary Sheila Frazier

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Human Resources
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (FRS); AUTHORIZING THE VILLAGE OF PALMETTO BAY TO PARTICIPATE IN FRS AS AUTHORIZED BY CHAPTER 121 OF THE FLORIDA STATUTES AND EXTEND SAID FRS BENEFITS TO ITS GENERAL EMPLOYEES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval) (Passed on First Reading on June 3, 2024-Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ordinance- Auth To Join FRS-General Class.docx
FRS-Presentation-Jun2024.pptx

ORDINANCE 2024-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM (FRS); AUTHORIZING THE VILLAGE OF PALMETTO BAY TO PARTICIPATE IN FRS AS AUTHORIZED BY CHAPTER 121 OF THE FLORIDA STATUTES AND EXTEND SAID FRS BENEFITS TO ITS GENERAL EMPLOYEES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Human Resources & Communications Director, Olga Cadaval)*

WHEREAS, it is the wish of the Council of the Village of Palmetto Bay, Florida ("Village"), to extend to its General Employees, the benefits of the Florida Retirement System (FRS), on the basis of applicable State laws and amendments thereto, and applicable rules and regulations; and,

WHEREAS, it is the intent of the Village to authorize and direct the Village Manager to execute agreements with the Department of Management Services, for the coverage of the General Employees; and,

WHEREAS, the Village shall withhold from the salaries and wages of covered General Employees the required contributions to be made and paid over as provided by applicable State laws and regulations; and,

WHEREAS, the Village agrees to appropriate and remit all due employer's contributions and assessments as provided by applicable State laws and regulations; and,

WHEREAS, and that the Village further agrees to keep records and make reports as required by applicable State laws and regulations.

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

Section 1. It is hereby declared to be the policy and purpose of the Village of Palmetto Bay Florida that all its General Employees except those excluded by law, shall participate in the Florida Retirement System

as authorized by Chapter 121, Florida Statutes. All eligible General Employees shall be compulsory members of the Florida Retirement System as of the effective date of the Village's participation in the Florida Retirement System so stated herein.

Section 2. The Village Manager is hereby authorized and directed to execute all necessary agreements and amendments with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the General Employees of the Village as provided by Section 1 & 2 hereof, which agreements shall provide for such methods of administration of the plan by the Village as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after the 1st day of August, 2024.

Section 3. The withholding from salaries, wages, or other compensation of the General Employees for the purposes provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws and regulations and shall be paid over to the Administrator designated by laws and regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from the General Fund, such amounts and at such times as may be required to pay promptly the contributions and assessments required of the Village, as employer pursuant to applicable State laws and regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The Village shall keep such records and make such reports as may be required by applicable State laws or regulations and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The Village does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on

behalf of all General Employees of its departments and agencies to be covered under the agreement.

Section 7. The Finance Director of the Village is hereby designated the custodian of all sums withheld from the compensation of General Employees authorized herein and of the appropriated funds for the employer's contributions as provided in Section 5 above. The Finance Director is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this Ordinance.

Section 8. A copy of this Ordinance fully executed as an original, duly attested by the Village Clerk shall be furnished to the Administrator of the Florida Retirement System upon enactment.

Section 9. It is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, and that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 10. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this ____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024.

Attest: _____ _____

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

Florida Retirement System

Committee of the Whole Presentation

May 15, 2024

FRS Options

Pension Plan

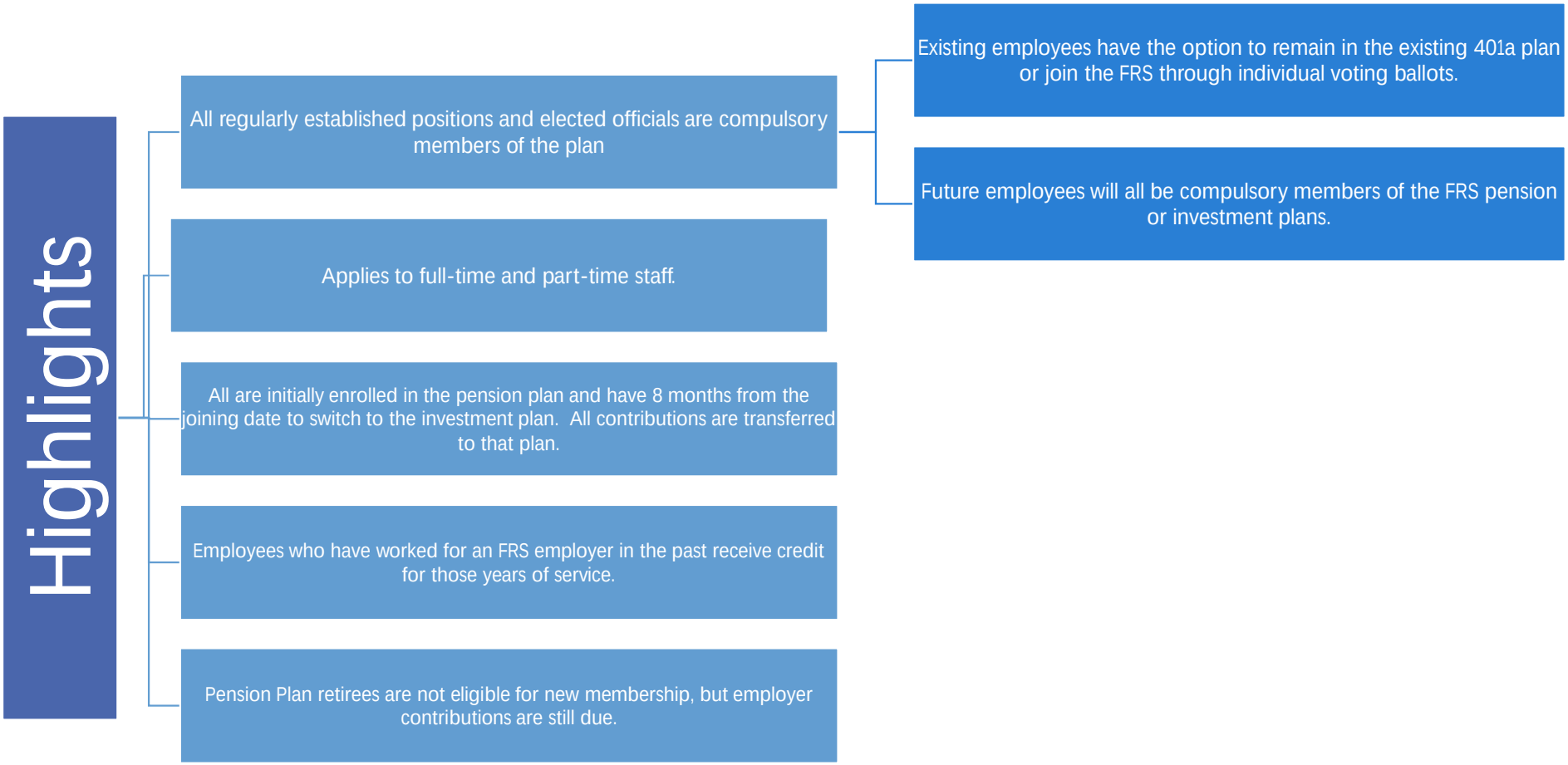
- Defined Benefit Plan
- Participant receives a lifetime benefit upon retirement based on an established formula that establishes the monthly income that will be paid to the individual for life.
- 8-Year Vesting Period

Investment Plan

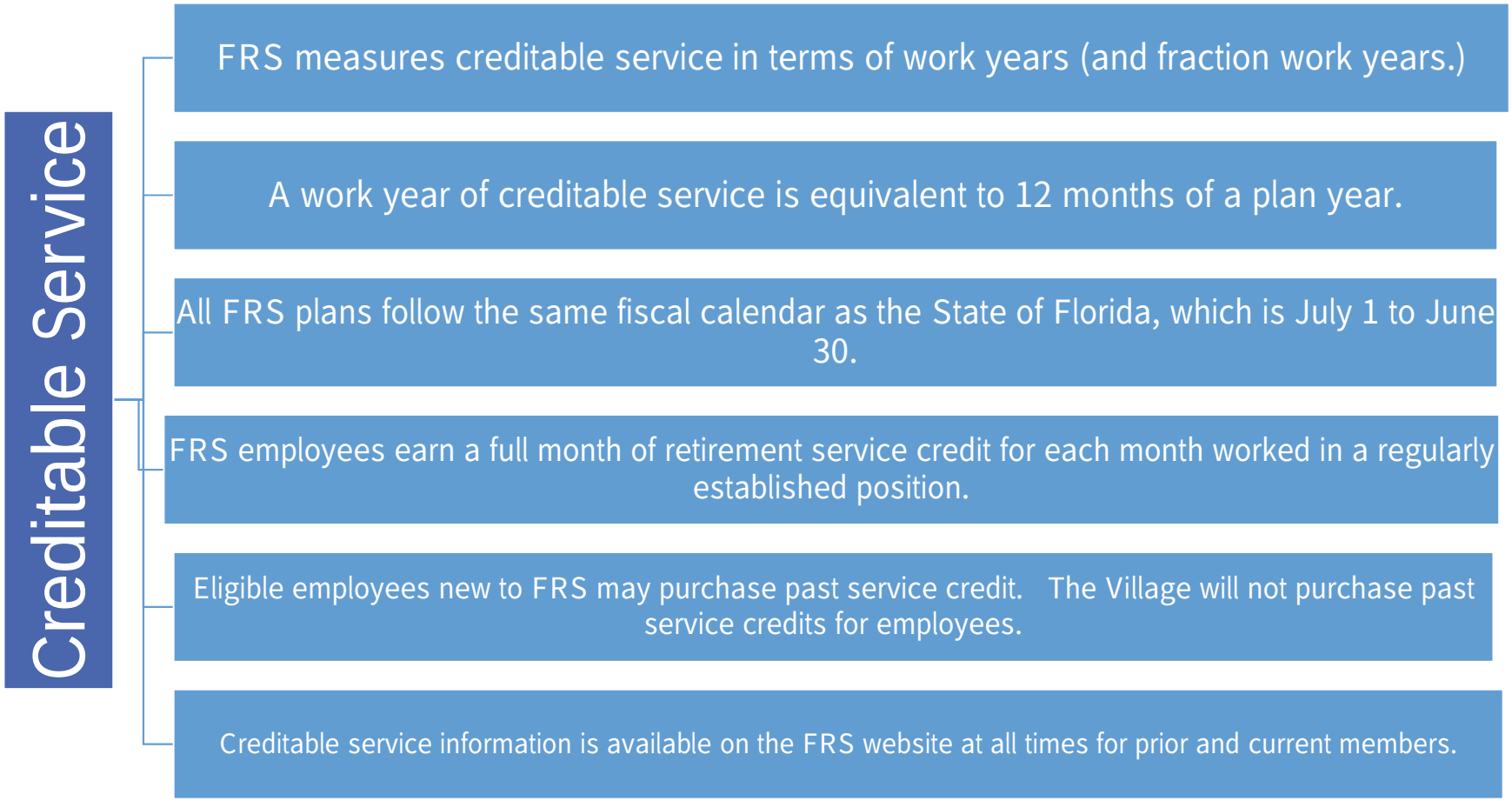
- Defined Contribution Plan
- Finite benefit that is limited to the total amount of funds the participant has in the retirement account at the time of retirement.
- 1-Year Vesting Period

- Both plans require contributions by the employee and the employer.
- Contribution percentages are the same for both plans.
- Decision to join FRS is irrevocable.

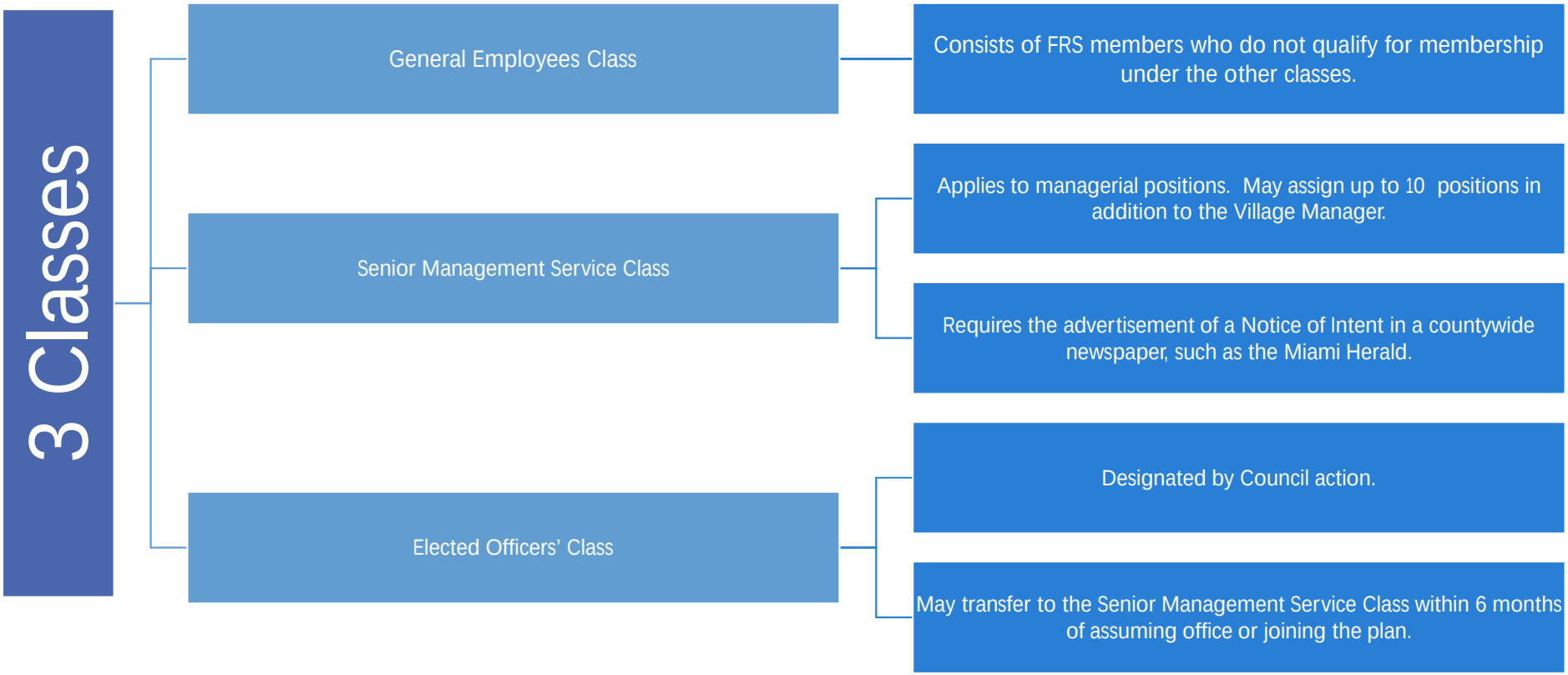
FRS Pension Plan



FRS Pension Plan



FRS Pension Plan Classes



FRS Pension Plan Benefit Formula

Step 1	• Years of Creditable Service X Percentage Value*
Step 2	• Average Final Compensation (AFC)
Step 3	• Step 1 X Step 2 = Retirement Benefit

FRS Pension Plan Benefit Formula- Example

Step 1

- 20 Years of Creditable Service X 1.60% Percentage Value* = 0.32

Step 2

- $51,888- Average Final Compensation (AFC)

Step 3

- 0.32 X $51,888 = **$16,604** "Option 1- Retirement Benefit at Normal Retirement- Age 65"

*Percentage Values (normal retirement age of 65)

- Regular Class: 1.60%
- Senior Management Class: 2%
- Elected Officers: 3%
- Special Risk (police): 3%

FRS Costs

FY 24 Staffing Information Village Employees

- Full Time & Elected
  - 73
- Part-Time
  - 21
- Total
  - 94

FY 24 Employer Costs

- 401a Portion
  - $479,160 (10/1/23 to 6/30/24)
- FRS Portion
  - $279,131 (7/1/24 to 9/30/24)
- Total $758,291

FY 25 Estimated FRS Costs (Employer)

- 10/1/24 – 9/30/25
- **FRS Total: $1,153,266**
  - Regular: $580,352
  - Managerial: $525,735
  - Council: $47,178
- **401a Total: $690,334**

FY 24 Staffing Information POLICE

- Total
  - 49

FY 24 Village Costs

- 10/1/23 – 9/30/24
- $1,698,071 (budgeted)

FY 25 Estimated Costs

- 10/1/24 – 9/30/25
- Not Currently Available

Note: this slide was updated on 5/22/24 to include the cost information requested by Council during the COW meeting.

Employee Educational Sessions

Third Party Consultant	Will provide employees with an overview of the existing 401a plan with MissionSquare and FRS	
	Highlight the differences between the plans to include:	Investment line-up
		Expenses for each
		Vesting Schedules
	Review the FRS Pension Plan Benefit Formula	

Ordinances Highlights

Ordinance Authorizing Village to Join FRS	Approves the Village to join the Florida Retirement System (FRS) and extend its related benefits to all employees.
	Requires that all new employees participate in the FRS.
Ordinance Approving the Elected Officers Class Designation	Approves all elected official positions for inclusion in the Elected Officer's Class.
	Requires that all new elected officials participate in the FRS.
Both Ordinances	Authorizes the Village Manager to sign related documents.
	Authorizes the withholding of contributions and designates the Finance Director as the withholding and reporting agent.
	Requires the village to keep records as provided by state law.

FRS Joining Timeline

TASKS	START DATE	END DATE (if applicable
Application Acceptance and Conference Call	3/11/2024	
Employee Data Submission to FRS	4/1/2024	
FRS COW Presentation	5/17/2024	
Ordinance Approving FRS Participation- 1st Reading	6/3/2024	
Ordinance Approving Elected Officials Class Assignment- 1st Reading	6/3/2024	
Ordinance Approving FRS Participation- 2nd Reading	7/1/2024	
Ordinance Approving Elected Officials Class Assignment- 2nd Reading	7/1/2024	
Ordinance Transmittal to FRS	7/5/2024	
Deadline to receive voting ballots from FRS	7/8/2024	
Employee Voting (Existing Employees)	7/9/2024	7/10/2024
Transmittal of Voting Ballots to FRS	7/11/2024	
Joining Date	8/1/2024	

Thank You

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AMENDING SECTION 2-108 STYLED "TREE BOARD" OF THE VILLAGE CODE; FORMALIZING INPUT FROM THE TREE ADVISORY BOARD (BOARD) ON TREE-RELATED MATTERS; PROVIDING FOR VILLAGE STAFF TO MEET WITH THE BOARD FOR ADVICE PRIOR TO PUBLIC NOTIFICATION OF PROPOSALS; PROVIDING FOR THE WINNING CONTRACTOR TO MEET WITH THE BOARD FOR ADVICE ABOUT TREES IN THE PROPOSAL; PROVIDING FOR A REGULAR BOARD MEETING ONCE PER MONTH TO ASSURE TIMELY ADVICE; AND, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Tree Advisory Board-1st Reading

ORDINANCE 2024-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AMENDING SECTION 2-108 STYLED "TREE BOARD" OF THE VILLAGE CODE; FORMALIZING INPUT FROM THE TREE ADVISORY BOARD (BOARD) ON TREE-RELATED MATTERS; PROVIDING FOR VILLAGE STAFF TO MEET WITH THE BOARD FOR ADVICE PRIOR TO PUBLIC NOTIFICATION OF PROPOSALS; PROVIDING FOR THE WINNING CONTRACTOR TO MEET WITH THE BOARD FOR ADVICE ABOUT TREES IN THE PROPOSAL; PROVIDING FOR A REGULAR BOARD MEETING ONCE PER MONTH TO ASSURE TIMELY ADVICE; AND, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Tree Advisory Board (Board) pursuant to Section 2-108 of the Village Code is responsible for developing and administering a comprehensive tree management program; and,

WHEREAS, Board members are volunteer residents appointed by Village Council, who are required by ordinance to be knowledgeable in tree-related professions or environmental activism; and,

WHEREAS, the Village Manager is responsible for procurement activities including, but not limited to, advertising for Requests for Proposals (RFPs), Invitations to Bid (ITBs), Requests for Qualifications (RFQ), and contracting for services under the authority of the Village Manager; and,

WHEREAS, to avoid problems which in the past have resulted in discontent among residents about the Village's tree management, the Board can help by offering advice to staff and contractors at its meetings; and,

WHEREAS, staff responsible for writing a proposal and preparing its relevant documents can benefit by timely meeting with the Board for advice about trees prior to public notification of the proposal, consistent with the intent, goals, and objectives for which the Board was established; and,

WHEREAS, a winning contractor can benefit by timely meeting with the Board for advice about trees, consistent with the intent, goals, and objectives for which the Board was established.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Section 2.108 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended as follows:

Sec. 2-108 – Tree Advisory Board.

(a) Purpose and intent. ~~The purpose of the Village of Palmetto Bay Tree Board is to promote the general welfare and to encourage the preservation of green space and the environment by encouraging the village, through a group of concerned volunteer citizens charged by ordinance, with reviewing and making recommendations as to developing and administering a comprehensive tree management program. A tree board would assist the village in developing an urban or community forestry program, and ultimately, an annual, systematic management of the village's tree resources, including, tree planting, maintenance and removal program for trees on streets, parks and other public places.~~ The Tree Advisory Board (Board) shall encourage the preservation of green space and the environment through recommendations and advice of Board members, who have expertise in tree-related matters.

(b) *National Arbor Day Foundation*. Administration of the ~~village's~~ tree program shall ~~ultimately to~~ be ~~recognized as~~ be consistent with the National Arbor Day Foundation.

(c) *Administration.* ~~*The Village of Palmetto Bay tree program shall be administered by the department of public works.*~~ To assist in administering the program, the village council ~~may appoint an advisory tree board.~~ The tree program shall be administered by the

Department of Public Services. The Public Services Director or his/her designee shall be the Village staff liaison to the Board. The Director shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver a written annual report to the Village Council

(d) ~~*An arborist may be utilized as part of the tree board review process.* In becoming a Tree City USA designated municipality, the village would need to expend approximately $50,000.00, in each year, at $2.00, per capita to maintain the designation.~~ *Arborist.* An arborist may be utilized as part of the Board review process.

(e*) Tree-City USA.* As a Tree City USA-designated municipality, the Village shall allocate Fifty Thousand ($50,000.00) dollars each year, or Two ($2.00) dollars per capita, to maintain the designation, as required by Tree City USA.

~~(e)~~ (f) ~~*Membership in the advisory tree board.*~~ *Membership, meetings, conflict of interest, and duties.*

(1) *Membership.* ~~The mayor shall appoint advisory board members, subject to council approval. Each council member shall tendering potential appointee names for the mayor's consideration prior to final approval. The advisory tree board shall consist of five members. The advisory board members shall serve for two years, under staggered terms, serving without compensation. Each advisory board member must be knowledgeable in at least one of the identified fields of: urban planning, landscape architecture, tree-related professionals such as forestry professors, nursery operators, arborists, or other environmental civic activist. To ensure a balanced and diverse advisory board it is recommended that at least two of the board members be a tree-related professional or show substantial participation in horticultural activities, and one be a civic leader in the community.~~ Each Councilmember shall appoint a Board member, subject to the approval of the Council. The Board shall consist of five members, who are residents of the Village. Each member shall serve commensurate with the term of the appointing Councilmember. The member shall be knowledgeable or experienced in one of the following: urban planner, landscape

architect, forest manager, nursery operator, arborist, environmental administrator, environmental educator, or environmental activist.

(2) *Meetings.* ~~If any member fails to attend two of three successive meetings without cause and without prior approval of the chairman, the committee shall declare the member's office vacant, and the village council shall promptly fill that vacancy. The advisory board shall meet at least once a year to evaluate and make recommendations to village staff and to the village council as to updates recommended to the village's existing landscape and tree master plan, which plan shall become the village's annual community forestry work plan.~~ If any member fails to attend three successive meetings without cause, the Village Clerk shall declare the position vacant. The appointing Councilmember for the position shall appoint a member subject to the approval of the Village Council. The Board shall meet once per month.

(3) *Conflict of interest.* ~~If any member of the advisory boar shall find that his private or personal interests are involved in the matter coming before the board, he shall disqualify himself from all participation in that matter~~. If any member of the Board finds that private or personal interests are involved in the matter coming before the Board, he/she shall be disqualified from all participation in that matter.

(4) *Duties.* ~~The tree advisory board shall review and propose revisions to the village's master street tree plan and plans relating to trees for all village parks and public places for review and action by village staff and the village council. The board is to issue recommendations to the village council for all program acquisitions or modifications in accordance with this division. The advisory board may make recommendations as to the public education aspects of the program. The public works director, or his/her designee, shall be the liaison to the advisor board, shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver a written annual report to the village council. The advisory board will undertake all activities directed or requested by either the village manager or village council. The advisory board shall be guided by the~~

~~criteria of the National Arbor Day Foundation's Street Tree USA Program criteria and guidelines. The tree advisory board is also directed to coordinate and assist in the creation of a garden club within the village~~. The Board shall review and propose revisions to the Village Manager and Village Council regarding the Village Master Street Tree Plan and other plans relating to trees in Village parks and public places. The Board shall offer recommendations to the Village Manager and Village Council for program acquisitions or modifications regarding Village trees. The Board may make recommendations about the public education aspects of a tree-related program. The Village Manager, through the Department of Public Services, shall present plans, bids, requests for proposals, invitations to bid, and requests for qualifications that involve or have as part of the design, installation, or removal of trees or landscaping materials, to the Board for its recommendations. This presentation is solely for attaining the Board's advice, and shall not be construed to give the Board any veto power on any action by the Village Manager, the Department of Public Services, or any other department in the Village of Palmetto Bay. The company or contractor awarded a proposal or bid shall meet timely with the Board for advice about trees in the proposal or bid upon direction of the Village Manager.

~~(f)~~ (g) ~~The third Friday in January is Village of Palmetto Bay Arbor Day~~. Arbor Day shall be celebrated in Palmetto Bay on the Friday of or immediately before Earth Day, April 22.

Section 2. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this ____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Desmond Chin, Finance
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Finance Director, Desmond Chin)*
SUGGESTED ACTION:	

ATTACHMENTS:

MAX Millage Rate FY-25 - Cover Memo.doc
Max Millage rate-FY25 Reso.doc
Max Millage Presentation 2024 DC.pptx

To: Honorable Mayor and Village Council

Date: July 1, 2024

From: Nicholas Marano, Village Manager

Re: FY 24-25 Maximum Millage Rate and Budget Hearings

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration and prepared by Finance Director, Desmond Chin)

BACKGROUND AND ANALYSIS:

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. This resolution deals with two (2) important TRIM rules – establishment of the maximum millage rate and scheduling of formal budget public hearings.

Maximum Millage Rate:

A primary source of revenue for municipal government is the property or ad valorem tax base. Property taxes apply to commercial and residential real property, and commercial personal property. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each $1,000.00 of assessed property value.

Local jurisdictions are required, at the beginning of the budget process, to establish a maximum millage rate. This rate will be advertised by the Village and mailed by the Miami-Dade Property Appraiser. The initial maximum rate may be decreased by the Village Council during the budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Palmetto Bay at approximately $4,560,000,000. This valuation represents a 9.3% increase from Fiscal Year 23-24 level of $4,172,017,316.

It is important to highlight that while the total market value of property within the Village might have increased, this is not necessarily reflected in an individual homeowner's assessment. Homeowners are taxed based on the assessed value of their home, as compared to the appraised or fair market value of their home. Changes in the overall assessment are due primarily to three factors: new construction, resale of existing homes, and increased value of commercial property now capped at 10%. A Palmetto Bay homeowner may have realized a 9.3% increase in the market value of their home this past year, but the assessed value will only increase by the lesser of 3% or the Consumer Price Index (CPI), which is 3.4% as of December 2023. The Save Our Home (SOH) recapture clause, allows the assessed value to increase as long as the market value is not exceeded. Palmetto Bay homeowners that have owned their property for a long time generally have a larger spread between their assessed value and market value, and therefore might still see an increase in the assessed value.

Budget Hearing Schedule:

The Village is required to hold two formal Budget Public Hearings. There are guidelines on when these hearings must be held. Additionally, a local municipality cannot hold a budget hearing on the same date as either the County (9/5/2024 and 9/19/2024) or the School Board 7/31/2024 and 9/11/2024). There are also special advertising requirements for these hearings. The Village Charter requires that the budget be adopted no later than September 30.

It is recommended, given these constraints, that the following schedule be established:

First Budget Hearing:
Monday, September 9, 2024
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Second Budget Hearing:
Wednesday, September 23, 2024
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

FISCAL IMPACT:
Keeping the current millage rate at 2.350 will add approximately $866,000 to the Ad-Valorem receipts.

RECOMMENDATION:
The Administration is recommending using the millage rate of 2.350 as the maximum millage for the Village of Palmetto Bay for Fiscal Year 2024-2025.

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration and prepared by Finance Director, Desmond Chin)

WHEREAS, the Village has received the Certification of Taxable Value from the Miami-Dade County Property Appraiser; and,

WHEREAS, the Village is required under State Statutes to establish and furnish to the Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at which public hearings will be held to consider the FY 2024-2025 millage rate and budget; and,

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

Section 1. The proposed maximum millage rate for the Village of Palmetto Bay for FY 2024-2025 is established at 2.350 mills, which is $2.35 for each $1,000.00 of assessed property within the Village of Palmetto Bay.

Section 2. The proposed date and place of the first and second public hearings are scheduled as follows:

First Budget Hearing:
Monday, September 9, 2024
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Second Budget Hearing:
Monday, September 23, 2024
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Section 3. This Resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this 1st day of July, 2024.

Attest:_____ _____
Missel Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM:

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Marsha Matson _____

Council Member Steve Cody _____

Council Member Patrick Fiore _____

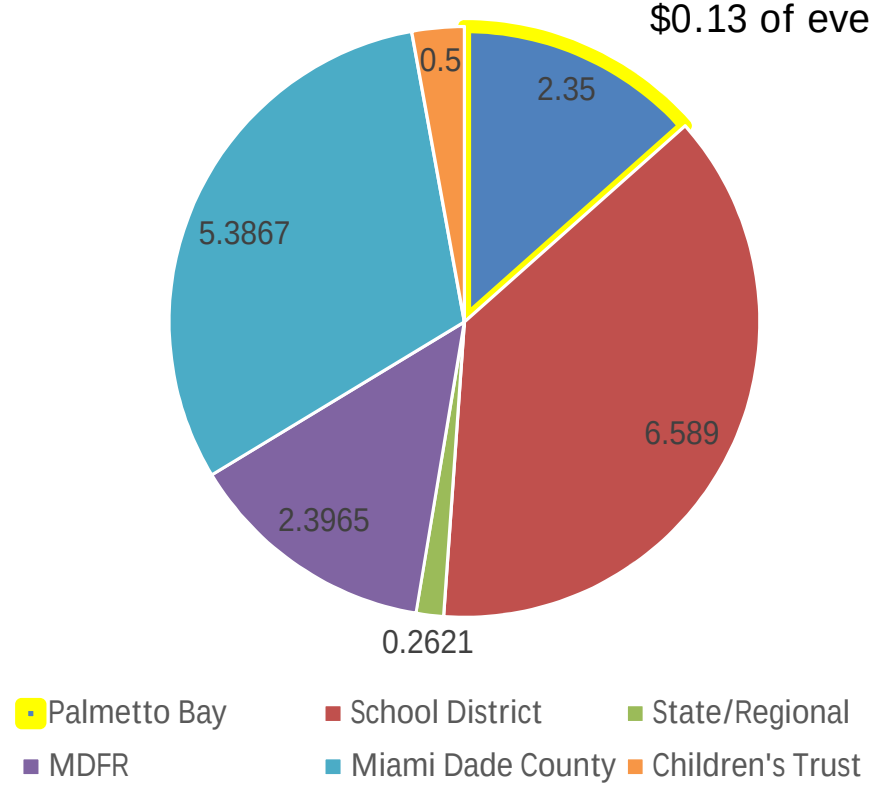
Vice Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

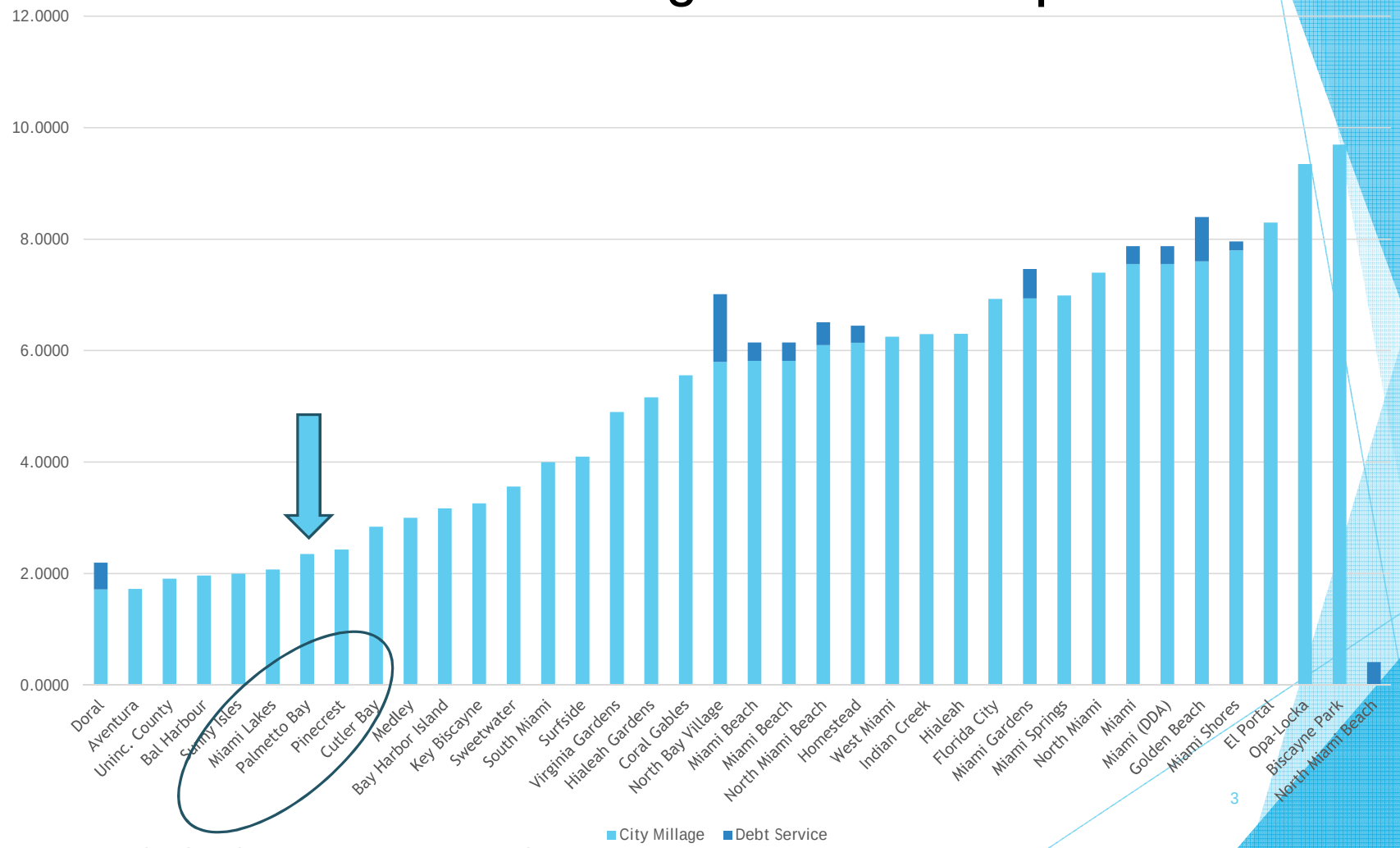
2024 Max Millage Presentation

Total Millage Rate Palmetto Bay 2023-2024

The Village of Palmetto Bay receives
$0.13 of every $1.00 in property taxes paid.

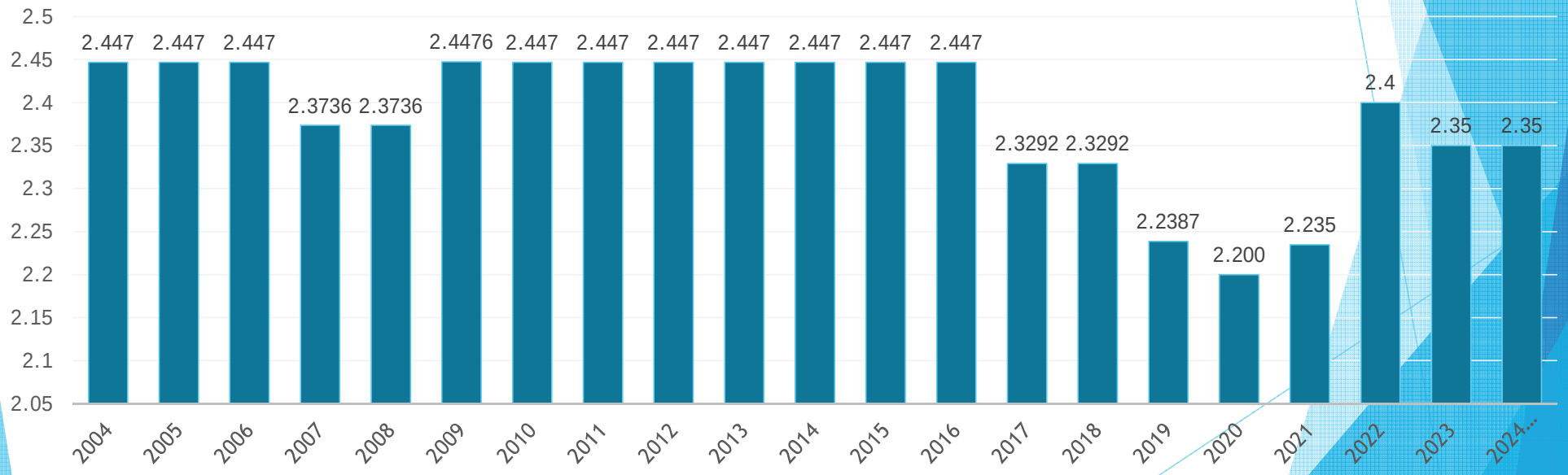


2024 Millage Rate Comparison

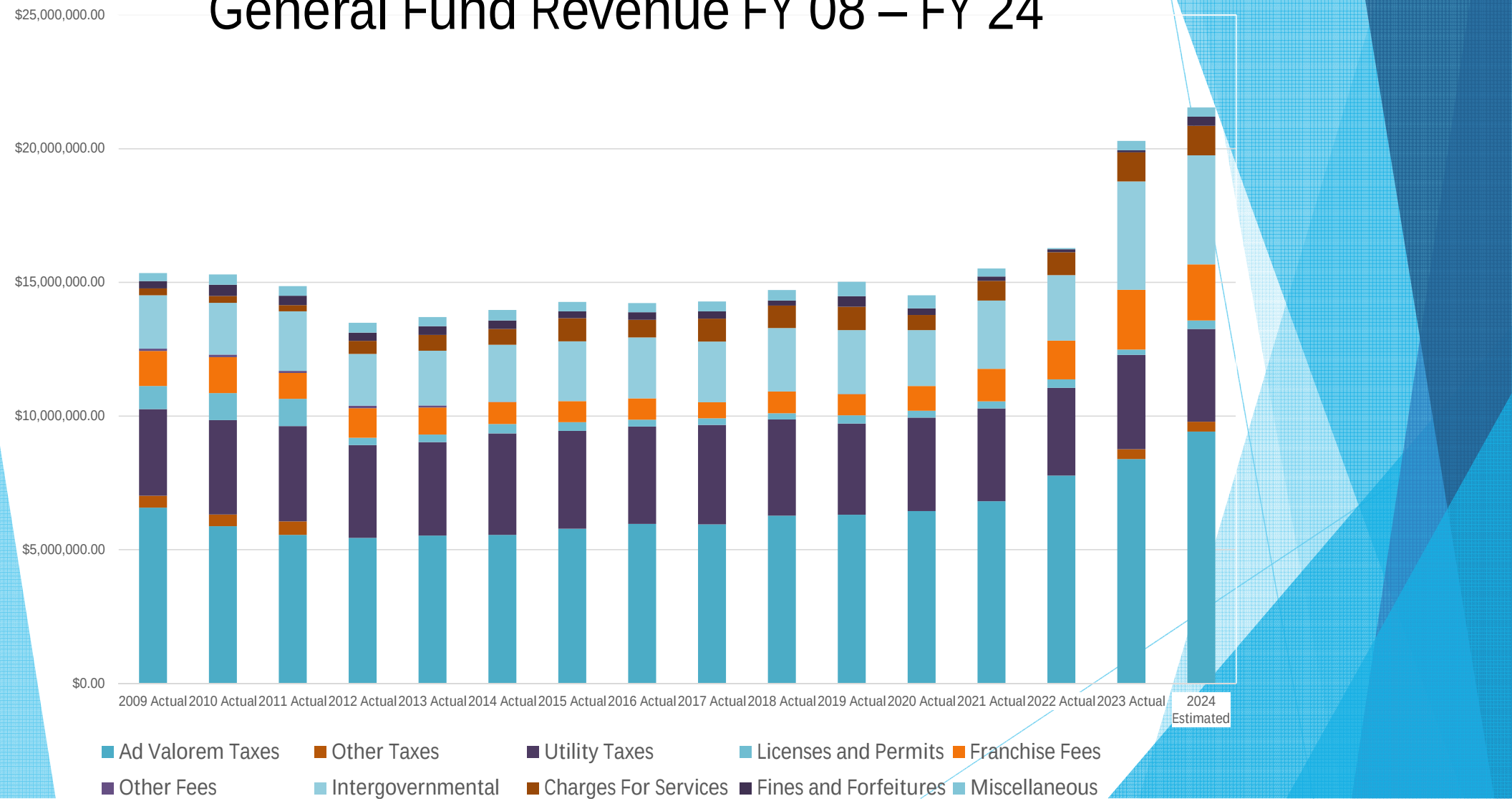


Source: Miami Dade County Property Appraiser

Millage Rate FY 04 – FY 24



General Fund Revenue FY 08 – FY 24



FY 25 Forecasts

- Police Budget forecast increase 10% - $1,027,000
- Salary Budget forecast $6,078,357 an increase of $414,851
- Health Insurance estimated to increase 18% which is approximately $140,000
- Property Insurance increasing an estimate 10% approximately $89,212
- Construction inflation in Miami running 5.3% in 2024

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO HALT THE REMOVAL OF THE ICONIC OAK TREE AT THE ENTRANCE TO THE CORAL REEF PARK PARKING LOT AND OTHER MATURE TREES SLATED FOR REMOVAL; TO REDESIGN THE MULTI-PURPOSE BUILDING TO PRESERVE THE THREATENED TREES; TO ESTABLISH A POLICY OF PRIORITIZING AND PRESERVING TREES IN ALL CURRENT AND FUTURE VILLAGE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Save the Coral Reef Park Trees-MM

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO HALT THE REMOVAL OF THE ICONIC OAK TREE AT THE ENTRANCE TO THE CORAL REEF PARK PARKING LOT AND OTHER MATURE TREES SLATED FOR REMOVAL; TO REDESIGN THE MULTI-PURPOSE BUILDING TO PRESERVE THE THREATENED TREES; TO ESTABLISH A POLICY OF PRIORITIZING AND PRESERVING TREES IN ALL CURRENT AND FUTURE VILLAGE PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, majestic oak trees in Coral Reef Park are in danger of being felled to allow for construction of a multi-purpose building; and,

WHEREAS, the stately trees have stood for many years, offering cooling, shade, and natural beauty to countless children and park users; and,

WHEREAS, the iconic oak tree standing at the entrance of Coral Reef Park parking lot is a symbol of the verdant canopy for which the park is treasured; and,

WHEREAS, residents have pleaded with Councilmembers to save the threatened trees; and,

WHEREAS, hundreds of people have signed a petition to immediately halt plans to remove the oak tree at the entrance of the park lot and to redesign the building to preserve the entrance tree and other mature trees in danger of being felled for construction.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. That the above recitals are incorporated as if set forth in full.

Section 2. The Village Council directs the Village Manager to halt the removal of the iconic Coral Reef Park parking lot oak tree and the other mature trees slated for removal and to redesign the multi-purpose building to preserve the trees.

Section 3. The Village Council hereby establishes a policy of prioritizing and preserving trees in all current and future Village projects.

PASSED and **ADOPTED** this 1st day of July, 2024.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Nick Marano, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING AND APPROVING THE PROCUREMENT AND DISTRIBUTION OF A SENIOR GO-BAG INITIATIVE FOR EMERGENCY PREPAREDNESS IN THE EVENT OF A NATURAL DISASTER SUCH AS A HURRICANE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso Senior Go Bag.doc

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING AND APPROVING THE PROCUREMENT AND DISTRIBUTION OF A SENIOR GO-BAG INITIATIVE FOR EMERGENCY PREPAREDNESS IN THE EVENT OF A NATURAL DISASTER SUCH AS A HURRICANE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, the Village of Palmetto Bay is committed to ensuring the safety and well-being of all its residents, particularly the senior population, in the event of a natural disaster; and

WHEREAS, natural disasters such as hurricanes pose significant risks to the health and safety of seniors who may have mobility issues, medical needs, or other vulnerabilities; and

WHEREAS, the provision of a well-prepared "Senior Go-Bag" can significantly enhance the readiness of our senior population to respond to emergency situations by having essential items readily available; and

WHEREAS, the "Senior Go-Bag" will contain necessary items such as medications, medical supplies, emergency contact information, non-perishable food, water, clothing, flashlight, batteries, and other critical supplies tailored to the specific needs of seniors.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is directed to develop, procure and distribute up to 100 Senior Go-Bags based on best practices. The Manager is encouraged to sequence the distribution based on demand on a first-come-first-serve basis.

Section 2. Palmetto Bay residents aged 65 and older are eligible for this program. Senior recipients, or their caregiver, must show proof of Palmetto Bay residency when required.

Section 3. The Village Manager is authorized to expend an amount not to exceed $10,000.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of July 2024.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

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

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HIGGINBOTHAM PUBLIC SECTOR TO PROVIDE AGENT OF RECORD SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-43-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HIGGINBOTHAM PUBLIC SECTOR; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Employee Benefits Broker-Agent of Record.doc
Reso - Employee Benefits Broker-Agent of Record.doc
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Score Sheets.pdf
Exhibit C - RFP# 2024-43-016 Employee Benefits Broker-Agent of Record.pdf
Exhibit D - Proposal - Higginbotham Public Sector.pdf
Exhibit E - Proposal - Marsh & McLennan Agency, LLC.pdf

To: Honorable Mayor and Village Council

Date: June 14, 2024

From: Nick Marano, Village Manager

Re: Employee Broker/Agent of Record

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HIGGINBOTHAM PUBLIC SECTOR TO PROVIDE AGENT OF RECORD SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-43-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HIGGINBOTHAM PUBLIC SECTOR AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

The Village published an RFP# 2024-43-016 Employee Broker/Agent of Record on April 30th, 2024, for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program. The Village received two (2) proposals and it was determined that the most responsible proposal and the highest scored Proposer was Higginbotham Public Sector.

FISCAL IMPACT:

The proposer has agreed to accept the standard insurance commission, which is rolled into the monthly health insurance premiums and will not charge an additional fee to the Village.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2024-43-016 Employee Broker/Agent of Record
D. Proposal – Higginbotham Public Sector
E. Proposal – Marsh & McLennan Agency, LLC

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HIGGINBOTHAM PUBLIC SECTOR TO PROVIDE AGENT OF RECORD SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2024-43-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER WITH HIGGINBOTHAM PUBLIC SECTOR AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

WHEREAS, the Village issued RFP# 2024-43-016 on April 30th, 2024 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program; and

WHEREAS, on June 10th, 2024, the Village received a total of two (2) proposals, a selection panel graded and ranked each proposal and it was determined that the most responsible proposal and the highest scored Proposer was Higginbotham Public Sector; and

WHEREAS, the agreement for such services will be for a period of three (3) years with an option to renew for an additional three (3) year term thereafter not to exceed three (3) consecutive terms at the sole discretion of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The selection of Higginbotham Public Sector pursuant to RFP# 2024-43-016, entitled "Employee Broker/Agent of Record" is hereby approved.

Section 2. The Village Manager is authorized to negotiate and enter into a contract with Higginbotham Public Sector.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 6/17/2024

RFP#: 2024-43-016 **Item/Service:** Employee Benefits Broker/Agent of Record

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of two (2) proposals received; Higginbotham Public Sector and Marsh & McLennan Agency, LLC.

II. Recommendation:

a. Which proposal is being recommended? Higginbotham Public Sector

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

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

c. Is the recommendation the lowest bid received? Yes ____ No _____ (Not Applicable)

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

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held July 1, 2024.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 06/18/24

Nick Marano, Village Manager

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

RFP# 2024-43-016 - Employee Benefits Broker/Agent of Record - Evaluation Committee					
		Higginbotham Public Sector			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Proposer's Qualifications & Experience	20	O. Cadaval 20	J. Mak 20	K. Manieri 17	
Evaluation Criteria No. 2: Understanding of Scope of Services & Approach	20	O. Cadaval 20	J. Mak 20	K. Manieri 18	
Evaluation Criteria No. 3: Ability to Provide the Services Required of the Village	25	O. Cadaval 25	J. Mak 25	K. Manieri 18	
Evaluation Criteria No. 4: Accessibility	15	O. Cadaval 15	J. Mak 15	K. Manieri 15	
Evaluation Criteria No. 5: Compensation	20	O. Cadaval 20	J. Mak 20	K. Manieri 17	
TOTAL	**100**	**100**	**100**	**85**	**95**

RFP# 2024-43-016 - Employee Benefits Broker/Agent of Record - Evaluation Committee					
		Marsh & McLennan Agency, LLC			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Proposer's Qualifications & Experience	20	O. Cadaval 20	J. Mak 20	K. Manieri 19	
Evaluation Criteria No. 2: Understanding of Scope of Services & Approach	20	O. Cadaval 20	J. Mak 20	K. Manieri 18	
Evaluation Criteria No. 3: Ability to Provide the Services Required of the Village	25	O. Cadaval 24	J. Mak 25	K. Manieri 18	
Evaluation Criteria No. 4: Accessibility	15	O. Cadaval 15	J. Mak 15	K. Manieri 18	
Evaluation Criteria No. 5: Compensation	20	O. Cadaval 18	J. Mak 10	K. Manieri 14	
TOTAL	**100**	**97**	**90**	**87**	**91.33333333**

D. Cadaval

RFP# 2024-43-016 - Employee Benefits Broker/Agent of Record - Evaluation Committee				
		Higginbotham Public Sector	Marsh & McLennan Agency, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Proposer's Qualifications & Experience	20	20	20	
Evaluation Criteria No. 2: Understanding of Scope of Services & Approach	20	20	20	
Evaluation Criteria No. 3: Ability to Provide the Services Required of the Village	25	25	24	
Evaluation Criteria No. 4: Accessibility	15	15	15	
Evaluation Criteria No. 5: Compensation	20	20	18	
	100	**100**	**97**	
Reviewer Signature:				
Date: 6/17/24				

RFP# 2024-43-016 - Employee Benefits Broker/Agent of Record - Evaluation Committee				
		Higginbotham Public Sector	Marsh & McLennan Agency, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Proposer's Qualifications & Experience	20	20	20	Higginbotham may be headquartered out of state, however, they're partnered with an office in South Florida which is hopeful in assisting with the Florida market. Additionally, a representative of theirs performed similar services for the Village approx. 10 years ago and was very knowledgable in the field and responsive during the assignment.
Evaluation Criteria No. 2: Understanding of Scope of Services & Approach	20	20	20	
Evaluation Criteria No. 3: Ability to Provide the Services Required of the Village	25	25	25	After receiving responses to the clarification questions for the Village, Higginbotham's score is the maximum allowable for this criteria.
Evaluation Criteria No. 4: Accessibility	15	15	15	The fact that Higginbotham is partnered with Adams Benefits gives them an equal ranking to MMA in terms of accessbility since they are a local office in South Florida.
Evaluation Criteria No. 5: Compensation	20	20	10	Higginbotham does not have an annual fee and is compensated via the insurance comissions which requires negotiations with the Village during renewal. While MMA clarified that the fees can be a flat rate, monthly, or comissions, the MMA options have a high projection based on the current rates of the Village.
	100	**100**	**90**	
Reviewer Signature: Jessica Mak, HR Manager				
Date: 6/17/2024				

RFP# 2024-43-016 - Employee Benefits Broker/Agent of Record - Evaluation Committee					
		Higginbotham Public Sector		Marsh & McLennan Agency, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Proposer's Qualifications & Experience	20	17	Known for strong customer service	19	They have extensive expertise across the country. They have several Florida Branches. Strong Reputation
Evaluation Criteria No. 2: Understanding of Scope of Services & Approach	20	18	Concern about technology and perhaps not having the same level of resources as a larger company	18	Possibly have a larger network
Evaluation Criteria No. 3: Ability to Provide the Services Required of the Village	25	18	Appears to be Client-Centric	18	
Evaluation Criteria No. 4: Accessibility	15	15	Strong presence in Texas but I am concerned about local expertise	18	More access to technology making it easier to provide service
Evaluation Criteria No. 5: Compensation	20	17		14	Services normally more expensive
	100	**85**		**87**	
Reviewer Signature:	*Katherine Mainieri*				
Date:	June 14, 2024				

REQUEST FOR PROPOSAL
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Employee Benefits Broker/Agent of Record

RFP NO.:

2024-43-016

DUE DATE:

Monday, June 3rd, 2024 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Tuesday, April 30th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

REQUEST FOR PROPOSAL (RFP)

Employee Benefits Broker/Agent of Record

No. 2024-43-016

The Village is seeking proposals from qualified Companies to provide Broker/Agent of Record professional services for all health, dental, life, and other related employee benefit programs which services are to be provided with certain specific performance measures defined by this RFP. The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Monday, June 3rd, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Employee Benefits Broker/Agent of Record RFP# 2024-43-016"**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

The proposal documents may be obtained on or after **Tuesday, April 30th, 2024**. All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Employee Benefits Broker/Agent of Record (the "Project")

Introduction

The Village is a municipality in south Miami-Dade County of approximately twenty-four thousand two hundred sixty (24,260) residents. The Village currently employs sixty-eight (68) full-time employees and twenty-one (21) part-time employees. Health and other fringe benefits are extended to the full-time employees and the five (5) member Village Council. Part-time employees are not eligible for health benefits but are encouraged to participate in health wellness initiatives.

Insurance Benefits Information

The Village offers a comprehensive healthcare benefit plan to its full-time employees and Council members which consists of medical insurance, supplemental medical insurance (medical bridge plan), dental insurance, life insurance (basic level – 2X annual salary), accidental death and dismemberment, voluntary vision, and COBRA administration. All eligible employees and elected officials, except for two (2) councilmembers, currently participate in the Village's health plan, for a total of sixty-six (66) participating employees and eighty-one (81) covered lives. The most current employee census information is attached to this document as Exhibit "A".

Medical benefits are presently offered through United Healthcare and eligible employees have a choice between the Open Access Health Maintenance Organization (HMO) and the Point of Service (POS) plans. Plans pertaining to vision, life, and accidental death and dismemberment benefits are also offered through United Healthcare. The Village is presently part of the Florida Local Government Health Insurance Consortium (FLGHIC) for the purpose of providing self-insured health, accident and hospitalization coverage to its officers, employees and their dependents. Said agreement is terminable with advance notice of no less than one hundred twenty (120) days prior to the start of the succeeding plan year, which begins on October 1st, 2024.

For dental insurance, employees can select between two (2) plans under United Healthcare. The two (2) dental plans offered through United Healthcare include the Preferred Provider Organization (PPO) and the Dental Maintenance Organization (DMO) option.

Finally, the Village offers an employer-sponsored supplemental insurance plan, also commonly known as a medical bridge plan, through Colonial Life Insurance Company. The coverage level for the plan mimics the level that is selected by the employee for the medical insurance. Therefore, dependents covered under the medical insurance are also covered under the employer-sponsored medical bridge plan.

The Village pays for the medical bridge plan premiums and contributes up to one thousand three hundred fifty dollars ($1,350) monthly per employee towards the cumulative costs for all monthly insurance premiums, except vision. Premiums for the vision insurance are paid by the employee. Since inception, the Village's benefit year runs concurrently with the fiscal year which starts on October 1st and ends on September 30th.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the RFP, all questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Wednesday, May 29th, 2024, no later than 3:00 p.m. The Addendum will be posted by Thursday May 30th, 2024, no later than 3:00 p.m. on Vendor Registry.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential Proposer and the Procurement Specialist regarding this proposal is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Acknowledgment, Warranty, and Acceptance
3. Non-Collusive Affidavit
4. Sworn Statement on Public Entity Crimes
5. Disability Nondiscrimination Statement
6. Business Entity Affidavit
7. Conformance with OSHA Standards
8. Anti-Kickback Affidavit
9. Statement of Past Contract Disqualifications
10. E-Verify Affidavit
11. Foreign Country of Concern Attestation

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

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

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of

the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this Contract. ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Human Resources Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.18 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

~~3.20 Liquidated Damages~~ – Not Applicable to this RFP

~~The Proposer and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.~~

~~Liquidated damages shall be deducted from the Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.~~

3.21 Litigation

Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.22 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign

Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

~~3.23 Quality~~ – Not Applicable to this RFP

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**~~

3.24 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

~~3.25 Force Majeure~~ – Not Applicable to this RFP

~~The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.~~

3.26 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

~~3.27 Work Delays~~ – Not Applicable to this RFP

~~Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village may, at the time of acceptance of the Work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.~~

~~3.28 Proposal Guaranty~~ – Not Applicable to this RFP

~~The bid must be accompanied by a bid guaranty in the form of a certified check payable to the Village of Palmetto Bay or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.~~

~~The bid guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.~~

~~3.29 PERFORMANCE AND PAYMENT BONDS~~ – Not Applicable to this RFP

~~Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a surety bond is not required.~~

~~a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.~~

~~b. A Labor Payment Bond~~

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary.

The Village is seeking proposals from qualified Companies to provide Broker/Agent of record professional services for all health, dental, life, and other related employee benefit programs. The program must cover retirees as well as active employees. The selected Proposer shall assist with the strategic planning, design and negotiation of the most cost-effective programs as well as the implementation and servicing of those plans. The selected Proposer must provide a superior level of service at a cost that is acceptable to the Village. A three (3) year agreement is contemplated by the Village.

4.01 Scope of Work

The categories and representative tasks required for this project are outlined below. All proposals must be made based on the requirements contained herein and must either meet or exceed such requirements. All Proposers must be able to provide the following scope of service.

- Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals; assist the Village in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc.

- Alert the Village of any existing or potential gaps or overlaps in coverage.

- Organize and conduct annual open enrollment meetings for all eligible employees; review pertinent documents for accuracy and completeness and prepare distribution packages ensuring that all required information and disclosures are included.

- Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village. The Employee Benefit Guide must not only include information about the plan design, but also other relevant information and helpful tips that will render the greatest benefit to employees.

- Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits and recommend cost solutions and alternatives; consider and report utilization trends for the group.

- Collect and provide benchmarking data on an annual basis to assess the competitiveness of the Village's benefit plan as compared to those of other

similar organizations; provide information on the common trends and best practices in employee benefits as requested and/or applicable.

- Provide written updates on new legislation, legal decisions, regulatory changes, and administrative requirements impacting employee benefits and recommend a plan of action to ensure compliance.

- Establish relationships with those providers that will most greatly benefit the needs of the Village.

- Coordinate Section 125 benefits via third-party administration, if requested by the Village.

- Assist with the development and implementation of an employee wellness initiative, to include year-round educational, informational, and promotional materials, meetings, employee outreach, and other methods that increase comprehension and awareness.

- Coordinate and organize an annual employee health fair and prepare all necessary related materials.

- Provide professional advice and guidance to ensure compliance with ACA, HIPAA, OPEB, and other state and federal mandated benefits; provide current updates on ACA requirements in advance of implementation and assist with the tracking and development of operating procedures in compliance with the Act.

- Provide COBRA and Retiree Health Insurance benefit administration (or pay for administrative services) in compliance with federal and local regulations; assist with the development and implementation of a retiree healthcare policy.

- Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.

- Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a deficiency-findings report that includes an action plan to address concerns.

- Assign a primary contact to the Village who will be reasonably available for meetings and conference calls and will promptly respond to inquiries and requests.

Section 5.0: Proposal Submission Requirements

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a CD or flash drive of your submittal no later than 3:00 p.m. EST June 3rd, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*.**

C. **Responses to this Request shall be in one volume. Any brochures and/or information pertaining to the qualifications of the Proposer and/or team may be submitted but must be included in a single volume.**

1. Title Page: Proposer shall identify the RFP number and title, the name of the Company and corporate address and telephone number, name and title of the contact person, email address and date of submission.

2. Table of Contents: Shall clearly identify the contents of the RFP package by section and page number.

3. Letter of Transmittal: Concisely summarize the Proposer's general understanding of the scope of services contained in this solicitation and the attributes that make the Company the best choice for the Village. The letter must be less than two (2) pages in length.

4. Qualifications, Experience & Organizational Approach: Complete Questionnaire in Section 8.0 and provide the professional resumes for the principals and the staff that will be assigned to the Village.

5. Licensing: Provide copies of your individual and/or Company's licenses to transact insurance brokerage business in the state of Florida. Include a statement confirming that the agent who will be assigned to the Village is an independent consultant or broker and is not affiliated with any insurance company, third party administrative agency or provider network.

6. References: Provide a reference letter from three (3) organizations to which your Company has provided similar services for the past three (3) years. Municipal or government clients are preferred.

7. Compensation Method: Complete the Compensation Method form found in Section 8.0

D. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF PROPOSALS

The Village will select the successful Proposer through an evaluation process based on the proposal meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the agreement based on the criteria set forth below. This agreement will be forwarded to the Village Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

Proposer			
Criteria	*Points Allowed*	*Points Allotted*	*Notes*
Proposer's Qualifications & Experience	20		
Understanding of Scope of Services & Approach	20		
Ability to Provide the Services Required of the Village	25		
Accessibility	15		
Compensation	20		
Maximum Total	**100**		

6.01 Selection Criteria

The Village will select a Proposer based on the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written agreement. The Village reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

Responses may be rejected if the Proposer fails to perform any of the following:

1. Adhere to one (1) or more of the provisions established in this RFP.
2. Demonstrate competence, experience, and the ability to provide the services described in this RFP.
3. Submit a response on or before the deadline and complete all required forms.

4. To fulfill a request for an oral presentation.
5. To respond to a written request for additional information.

The Village reserves the right to conduct interviews and/or require presentations from the top three (3) ranked Proposers prior to final selection and recommendation to the Village Council. The Village will not be liable for any costs incurred by the Proposers in connection with such interviews/presentations, such as travel, accommodations, materials, etc.

All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Proposers. The selection shall be done by the Village's review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Proposer, the Village will discontinue negotiations with the selected Proposer and begin negotiations with the Proposer ranked second and so on until agreement is reached.

The Proposer to be recommended to the Village Council will be the one whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this RFP. No other factors or criteria which are not listed in this RFP shall be used in the evaluation.

SECTION 7.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Tuesday, April 30th, 2024	Posted on the Miami Herald and Villages' Website	
Last day to Submit Questions	Wednesday, May 29th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Thursday, May 30th, 2024	Posted on Vendor Registry	3:00 p.m.
Proposal Submission Date	Monday, June 3rd, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement
The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax
The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract
The following will occur if the Proposer to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in

accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project have been completed.

SECTION 8.0: Required Proposal Submittal Forms

PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS: Please complete this questionnaire in its entirety. Where a one (1) page response is requested, please note that this refers to the limit allowed and, therefore, your response may be shorter but not longer than one (1) page. Indicate "N/A" for any section that does not apply and provide a brief explanation for your answer.

Failure to respond to each question may disqualify the Proposer. This attachment **must** be included as part of your proposal.

Section A. Information & Experience of the Company

Submitted by:		Check One: ☐ Corporation ☐ Partnership ☐ LLC/LLP ☐ Sole Owner or DBA ☐ Other: _____
Name:		
Address:		
City, State and Zip:		
Telephone No.:		
Fax No.:		

1. Company's legal name and address:

_____

_____

2. Date incorporated/formed:

_____

3. Has your Company been debarred or suspended within the past five (5) years?
   ☐ No ☐ Yes

If yes, please explain. Please attach a one (1) page response.

_____

4. How many insurance agents does your Company employ?

_____

5. How many clients does your Company currently represent?

_____

6. What is the number of clients located in the South Miami-Dade area? Provide a number by city as listed below:

Coral Gables:	_____	Cutler Bay:	_____
South Miami:	_____	Homestead:	_____
Pinecrest:	_____	Florida City:	_____
Palmetto Bay:	_____	Other	_____

7. Litigation/Judgment/Settlements/Debarments/Suspensions:
   Please provide information on any litigation, judgments and/or settlements concerning any court case related to the provision of insurance brokerage services in the past three (3) years. Please attach a one (1) page response.

8. List the insurance carriers that your Company has established a relationship with, and which are properly licensed to operate in Florida. Please attach a one (1) page response.

9. List any insurance and/or benefits companies that your Company is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc. Please attach a one (1) page response.

10. Describe any special experience that your Company may have in providing brokerage services to small groups. Please attach a one (1) page response.

11. Given the relatively small number of national medical insurance carriers in today's market, please describe in which ways your Company can provide the solution that delivers the greatest value to the Village. Please attach a one (1) page response.

12. How will you maintain the confidentiality of the Village's records and data? Please identify your security procedures for accessing, sharing, sending, and storing data. Please attach a one (1) page response.

13. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items. Please attach a one (1) page response.

14. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients. Please attach a one (1) page response.

15. What is your Company's philosophy on pricing for recurring work? Please attach a one (1) page response.

16. Do you provide an annual cost estimate to your clients based on expected service utilization?

17. How would you report your earned commission to the Village, and how often?

18. Provide examples of informational publications developed by your organization for distribution to your clients' employees. Limit five (5).

Section B. Information and Experience of the Assigned Staff

1. Provide the name, job title and responsibilities for the individual or team that will be assigned to the Village.

2. Does the individual or team have established relationships with major carriers? If so, please identify the carrier and the capacity of the relationship.

3. How many other clients will the assigned personnel also manage along with the Village? Where are the clients located?

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE VILLAGE IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE AND CORRECT. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT, SHALL CAUSE THE VILLAGE TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Principal's Name	Principal's Signature	Date

COMPENSATION METHOD

The Village is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

Section A. Proposed Annual Rate:
The fee stated below shall be inclusive of all labor, materials, travel, etc.

	Annual Rate
Year 1	$ _____
Year 2	$ _____
Year 3	$ _____

Section B. Optional Services
At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional". Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc.

Service	Annual Flat-Rate
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

_____ _____
Authorized Signature Printed Name & Title

_____ _____
Company's Name Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by:

_____

_

(print individual's name and title)

for:

_____

_

(print name of entity submitting sworn statement)

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn state:

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

_____

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

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

   Full Legal Name _____ Address _____ Ownership

   _____%

   _____%

   _____%

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

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFP# 2024-43-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Employee Benefits Broker/Agent of Record**
RFP No. 2024-43-016 in accordance with Contract Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your proposal of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

~~Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from _____.~~

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Employee Benefits Broker/Agent of Record**
RFP No. 2024-43-016 in accordance with Contract Documents as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is _____, 20___. Completion date shall be _____, 20__ .

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

SECTION 10.0: Exhibits

Draft Contract for: Employee Benefits Broker/Agent of Record

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Request for Proposal ("RFP") on **April 30th, 2024** for the **Employee Benefits Broker/Agent of Record**; and

WHEREAS, the Company submitted a proposal dated **June 3rd, 2024**, in response to **RFP# 2024-43-016**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded proposal to the Company to provide Broker/Agent of record professional services for all health, dental, life, and other related employee benefit programs on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Construction Supervision/Reports
7. Notices
8. Termination
9. Indemnification
10. Insurance/Bonds
11. Modification Amendment

DRAFT

12. Governing Law
13. Waiver
14. Assignment
15. Prohibition Against Contingent Fees
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17. Entire Agreement
18. Caption and Paragraph Heading
19. Joint Preparation
20. Counterparts
21. Preservation of Village Property
22. Public and Employee Safety
23. Immigration Act of 1986
24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
27. Severability
28. E-Verify
29. Warranty

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. RFP# 2024-43-016 issued by the Village.
C. Proposal submitted by the Company.

DRAFT

Article 2. Scope of Work

1. The Work is generally described as follows:

Provide Broker/Agent of Record professional services for all health, dental, life, and other related employee benefit programs. The program must cover retirees as well as active employees. The Company shall assist with the strategic planning, design and negotiation of the most cost-effective programs as well as the implementation and servicing of those plans. The Company must provide a superior level of service at a cost that is acceptable to the Village. To that extent, the Company shall provide the following essential services:

- Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals; assist the Village in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc.

- Alert the Village of any existing or potential gaps or overlaps in coverage.

- Organize and conduct annual open enrollment meetings for all eligible employees; review pertinent documents for accuracy and completeness and prepare distribution packages ensuring that all required information and disclosures are included.

- Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village. The Employee Benefit Guide must not only include information about the plan design, but also other relevant information and helpful tips that will render the greatest benefit to employees.

- Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits and recommend cost solutions and alternatives; consider and report utilization trends for the group.

- Collect and provide benchmarking data on an annual basis to assess the competitiveness of the Village's benefit plan as compared to those of other similar organizations; provide information on the common trends and best practices in employee benefits as requested and/or applicable.

DRAFT

- Provide written updates on new legislation, legal decisions, regulatory changes, and administrative requirements impacting employee benefits and recommend a plan of action to ensure compliance.

- Establish relationships with those providers that will most greatly benefit the needs of the Village.

- Coordinate Section 125 benefits via third-party administration, if requested by the Village.

- Assist with the development and implementation of an employee wellness initiative, to include year-round educational, informational, and promotional materials, meetings, employee outreach, and other methods that increase comprehension and awareness.

- Coordinate and organize an annual employee health fair and prepare all necessary related materials.

- Provide professional advice and guidance to ensure compliance with ACA, HIPAA, OPEB, and other state and federal mandated benefits; provide current updates on ACA requirements in advance of implementation and assist with the tracking and development of operating procedures in compliance with the Act.

- Provide COBRA and Retiree Health Insurance benefit administration (or pay for administrative services) in compliance with federal and local regulations; assist with the development and implementation of a retiree healthcare policy.

- Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.

- Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a deficiency-findings report that includes an action plan to address concerns.

- Assign a primary contact to the Village who will be reasonably available for meetings and conference calls and will promptly respond to inquiries and requests.

- Other optional services (if applicable)

1. _____
2. _____

DRAFT

3. _____
4. _____

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFP# 2024-43-016**.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. In preparing its proposal, the Company and all subcontractors named in its proposal, as applicable, shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall

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comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The main Point of Contact for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional three (3) year term thereafter not to exceed three (3) consecutive terms at the sole discretion of the Village.

Article 5. Contract Price

The Contract price shall include all Work necessary to provide the goods and services described herein. Based on the Company's proposal the proposed annual rate for the first 3-year term is as follows:

	Annual Rate
Year 1	$_____
Year 2	$_____
Year 3	$_____

The Company shall give prior notice to the Village if the Project exceeds the total price and must be approved by the Village in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Human Resources Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Olga Cadaval, the Director of Human Resources. The Villages' assigned Project Manager is Olga Cadaval, the Director of Human Resources.

(B) The Project Manager shall supervise and direct the Work using best skill and attention. The Project Manager shall be solely responsible for and have control over the methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

~~**C. Liquidated Damages**~~

~~The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual~~

~~damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.~~

~~Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (l0) days of written demand by the Village.~~

Article 9. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for

an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs at trial or appellate levels. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 10. Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.

(B)

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions of liability--$1,000,000

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

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

(C) ~~Performance and Payment Bonds – must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.~~

Article 11. Modification Amendment

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

Article 12. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13. Waiver

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

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18. Captions and Paragraph Headings

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

Article 19. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20. Counterparts

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

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Article 21. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22. Public and Employee Safety

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

Article 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

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Article 26. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 27. Severability

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

Article 28. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

~~Article 29. Warranty~~

~~The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.~~

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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____ _____

Nick Marano, Village Manager Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

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Attachments to this Solicitation

Exhibit "A": Village of Palmetto Bay – 2024 Census (.PDF FILE)

Prepared by:

Higginbotham™
Public Sector





Village of Palmetto Bay

RFP No. 2024-43-016

REQUEST FOR PROPOSALS

EMPLOYEE BENEFITS BROKER/AGENT OF RECORD

DATE OF SUBMISSION: MONDAY, JUNE 3, 2024

Glenn Turchi, Managing Director
Higginbotham Public Sector
214.552.1871
gturchi@higginbotham.com

Sal Aleguas, VP, EB Operations
Adams Benefits
954.772.9320
salaguas@higginbotham.com

ORIGINAL

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Higginbotham™ Public Sector

BENEFIT SOLUTIONS FOR A BETTER WORKFORCE



LETTER OF TRANSMITTAL

1.

Letter of Transmittal

Thank you for the opportunity to provide a quote to the Village of Palmetto Bay for your Employee Benefits Broker. At Higginbotham, we pride ourselves on a strong foundation built over decades of excellence and innovation. Our extensive resources and global network enable us to deliver top-tier solutions tailored to meet the evolving needs of our clients. With a reputation for reliability and a proven track record in the public sector market, we are uniquely positioned to offer unparalleled benefit consulting, solutions to enroll and educate your employees on your benefit program with local support and expertise. Our commitment to maintaining the highest standards of quality ensures that you and your employees will receive exceptional value and results that drive your business forward.

We take the time to understand your specific goals and challenges, providing customized solutions that align with your vision. Our dedicated team is always accessible, offering prompt, attentive service that ensures your needs are met with precision and care. Our service solution involves a three-tiered approach – overall strength of the Higginbotham, expertise of the specialty practice Higginbotham Public Sector and personal service provided by the local office.

About Higginbotham
Founded in 1848 and headquartered in Fort Worth Texas, Higginbotham is a leading insurance and financial services agency. We have more than 3,000 insurance and administrative professionals among its 80+ offices in United States from coast to coast. Our product portfolio includes Employer-Sponsored and Voluntary Employee Benefits, Commercial and Personal Property & Casualty Insurance, Retirement Plans, Executive Benefits and HR Consulting and Outsourcing. We supplement insurance coverage with year-round support in employee benefit communications, health risk management, HR technology, employee call response, Section 125 administration, COBRA administration and ACA compliance.

We strive to be the best company for employees, the best advocate for clients, the best partner for carriers and the best value for employee shareholders. Our efforts toward these ends have been consistently recognized. *National Underwriter* named Higginbotham "Agency of the Year" in its inaugural presentation. *Insurance Journal* awarded Higginbotham the "Best Agency to Work For" in 2019. And, *Business Insurance* awarded it with "Community Outreach Project of the Year" in 2020. Several carriers have also given Higginbotham preferred designations in response to our high business volume, sound underwriter relationships and ethical practices.

Higginbotham Public Sector
Higginbotham Public Sector is one of the specialty practice divisions within Higginbotham. We specialize in providing comprehensive insurance solutions tailored specifically for public sector businesses. With a deep understanding of the unique risks and challenges faced by school districts, colleges, universities, municipalities and public organizations, we work together with the leading insurance carriers—combining our strengths and expertise to deliver valuable employee benefit solutions that fit the needs of our clients. By continually seeking out the very best products to complement any client's offering, we have continued to grow and become the market leader in providing employee benefit plans and services for any market.

We offer web-based enrollment tools, payroll imports, insurance carrier exports, consolidated billing reconciliation, customized benefit websites and enhanced enrollment services. Through our comprehensive approach to benefit solutions, we are positioned to assist our clients in creating value, education, and enhanced benefit packages for your employees.

With a dedicated team of benefit consultants, account managers and customer support representatives, we go beyond simply providing coverage. We provide a total benefit solution.

Local Office - Adams Benefits
A local service office provides employers with immediate access to essential support and resources, ensuring smoother operations and quicker problem resolution. It also enhances employee engagement and satisfaction by offering a convenient point of contact for their needs and concerns. At Adams Benefits, we combine the corporation's vast expertise with a personalized approach to service. Our mission is to earn employers' trust each and every day by:

- Staying on the cutting edge of the insurance industry
- Anticipating changes in the industry
- Working hard to maintain our standing as providing best-in-class service
- Inspiring our employees to achieve their dreams

And above all, contributing to the success of our clients.

Our Service Offering
Our insurance proposal includes comprehensive coverage options tailored to meet your needs, including property, liability, and health insurance. Additionally, it offers competitive rates, flexible payment plans, and dedicated customer support to ensure you have the best protection and service. Our proposal includes:

- Benefit Consulting for Health Insurance and Supplemental Insurance Products
- Product Shopping with Insurance Carriers
- Day Two Services including Common Remitter Billing, Section 125 Administration, COBRA Administration and optional ACA Compliance Services
- Implementation of our benefit enrollment and administration system, THE*benefits*HUB
- Various methods of benefit education for your Employees
- Onsite Enrollment
- Local customer service and support

Each of these services will be provided at no cost to the Village of Palmetto Bay. We will include fully-disclosed standard industry commissions paid by the insurance carriers as our service fee.

Enrollment and Benefit Education
Because we live in a digital-first world, it's crucial that you're offering employees a way to enroll in their benefits from your office location or the comfort of their home and without the use of pen and paper. We assist clients with adopting online enrollment and other benefit technologies with our online enrollment system. The system is set up to display benefit information for all in force insurance plans, including your benefit guide, summary plan descriptions, eligibility information, forms and other insurance carrier documents.

Our enrollment system simplifies online enrollment not only for the employee, but also the plan administrator and everyone in between. Our easy-to-use interface and built-in communication tools will eliminate paper, keep user information secure, and may even increase plan participation.

We are committed to making the entire benefit communication and enrollment process easy. Our Team will work with your benefit administrator to help maximize the impact of their employee benefits program. We ensure our services meet the highest quality of standards found in the benefit administration industry, and we endeavor to adapt to an ever-changing technological environment.

We appreciate the opportunity to partner with you in providing outstanding benefit solutions for the Village of Palmetto Bay and your employees. Thank you for your consideration to our proposal.



QUALIFICATIONS, EXPERIENCE & ORGANIZATIONAL APPROACH

2.

ECTION 8.0: Required Proposal Submittal Forms
PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS: Please complete this questionnaire in its entirety. Where a one (1) page response is requested, please note that this refers to the limit allowed and, therefore, your response may be shorter but not longer than one (1) page. Indicate "N/A" for any section that does not apply and provide a brief explanation for your answer. Failure to respond to each question may disqualify the Proposer. This attachment **must** be included as part of your proposal.

Section A. Information & Experience of the Company
Submitted by: Check One:
[X] Corporation
- Partnership
- LLC/LLP
- Sole Owner or DBA
- Other: _____

Proposal Submitted by:
Higginbotham Public Sector
Name: Glenn Turchi
Address: 2175 N Glenville Drive
Richardson, Texas 75082
Telephone No.: (469) 385-2145
Fax No.: (888) 975-9028

1. Company's legal name and address:

Home Office:
Higginbotham Insurance Agency
500 West 13th Street
Fort Worth, TX 76102

Public Sector Division Office:
Higginbotham Public Sector
2175 N. Glenville Drive
Richardson, TX 75082

Local Service Office:
Adams Benefits, a Higginbotham Partner
301 Yamato Road, Suite 1200

Boca Raton, FL 33431

Adams Benefits joined the Higginbotham family on 1/1/24.

2. Date incorporated/formed:

Higginbotham was founded in 1948 and is headquartered in Fort Worth, TX. We operate more than 100+ offices across Alabama, Arkansas, Arizona, California, Colorado, Florida, Georgia, Kentucky, Louisiana, Mississippi, Missouri, New Mexico, Oklahoma, Ohio, Tennessee, Texas and Utah. Each has complete insurance, risk management and financial service capabilities, strong footholds in their local markets and excellent reputations for personal service. Together, we form the largest independent insurance brokerage firm based in Texas and the 21st largest in the U.S. Higginbotham employs more than 3,300 insurance and administrative professionals among our 100+ offices.

3. Has your Company been debarred or suspended within the past five (5) years?
[X] No [ ] Yes

If yes, please explain. Please attach a one (1) page response.

4. How many insurance agents does your Company employ?

Higginbotham has over 3,300 employees nationwide, with over 700 of these employees in Sales Agent/Producer/Benefit Consultant roles.

5. How many clients does your Company currently represent?

Higginbotham works with thousands of group customers nationwide. The Higginbotham Public Sector specialty practice division currently services 550+ public sector group clients.

6. What is the number of clients located in the South Miami-Dade area? Provide a number by city as listed below:
Coral Gables: _____ Cutler Bay: _____
South Miami: _____ Homestead: _____
Pinecrest: _____ Florida City: _____
Palmetto Bay: _____ Other _____

We are unable to provide specific case numbers by city, but through Adams Benefits we have over 15 group clients in the Dade area. Higginbotham has six offices in the State of Florida with over 200 employees supporting group customers throughout the state.

7. Litigation/Judgment/Settlements/Debarments/Suspensions:
Please provide information on any litigation, judgments and/or settlements concerning any court case related to the provision of insurance brokerage services in the past three (3) years. Please attach a one (1) page response.

As with any entity doing large amounts of business, Higginbotham is sometimes sued by clients. Typically, this is due to a denial of coverage by the carrier, and Higginbotham is sued along with any other parties who were involved in the insurance transaction. No lawsuit has resulted in a judgment against Higginbotham.

8. List the insurance carriers that your Company has established a relationship with, and which are properly licensed to operate in Florida. Please attach a one (1) page response.

Higginbotham is contracted with all the major insurance carriers.

9. List any insurance and/or benefits companies that your Company is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc. Please attach a one (1) page response.

Higginbotham Public Sector is not associated with or owned by any insurance companies. When we bid benefits on behalf of a client, we will search the market with the major carriers to obtain the most competitive proposal for the Village and your employees.

We have a very high expectation of service and place that expectation on any insurance carrier we work with. We only work with carriers with an AM Best rating of A or greater. We also expect carriers to process claims timely, provide a designated group representative, to expedite resolution of any questions or issues, receive electronic eligibility files from our benefit administration system, THE*benefits*HUB, among other requirements.

10. Describe any special experience that your Company may have in providing brokerage services to small groups. Please attach a one (1) page response.

At Higginbotham Public Sector, we have vast experience in working with small group public sector accounts. In the State of Texas we have established 8 employee benefit cooperatives, primarily made up of small groups. That largest cooperative has over 140 groups and 14,000 employee lives. We are actively pursuing establishing small group cooperatives in the State of Florida and other locations throughout the United States.

Proposers Qualification Statement

Employers collaborating to secure enhanced employee benefit plans can yield several advantages for both their workforce and company themselves. Pooling resources enables access to a wider range of benefits at potentially lower costs due to economies of scale. This not only enhances the overall employee benefit package, fostering employee satisfaction and retention but also helps attract top talent in a competitive job market. Moreover, by offering comprehensive benefits, employers can contribute to the well-being and productivity of their staff, resulting in a more engaged and motivated workforce. Here is a short list of why starting an employee benefits cooperative makes sense especially for small group employers:



At some point joining a benefit cooperative may be advantageous for the Village of Palmetto Bay.

11. Given the relatively small number of national medical insurance carriers in today's market, please describe in which ways your Company can provide the solution that delivers the greatest value to the Village. Please attach a one (1) page response.

With the rising costs of healthcare, obtaining a competitive medical plan is the top priority of all employers. Health insurance offered by an employer can vary widely, catering to the diverse needs of employees and the company's budget. Common types include Health Maintenance Organization (HMO) plans, Preferred Provider Organization (PPO) plans, Point of Service (POS) plans and High Deductible Health Plans (HDHPs) paired with Health Savings Accounts (HSAs). Each type offers distinct advantages and considerations, allowing you to tailor your insurance offering to meet the needs of your workforce.

The funding mechanism of group medical an also vary depending on the size and risk tolerance of the Employer. Our medical offerings commonly include:

- Fully Insured
- Fully Insured with HSA/HRA
- Level Funded
- Self-Funded
- Directed Care / Reference Based Pricing
- Captive Model

Higginbotham Public Sector follows a comprehensive process that allows us to review, compare, and decide on appropriate plan designs to meet the needs of the Village and your employees. The overall goal is to develop a group health benefits program that is easy to use by the members while maintaining the funding strategies outlined by the Client.

Our practice consists of five steps:

- Historical Plan Review
- Develop Benefits Strategy
- RFP and Vendor Selection
- Implementation
- Servicing and Ongoing Monitoring

We will work to deliver a health insurance plan that meets your needs.

12. How will you maintain the confidentiality of the Village's records and data? Please identify your security procedures for accessing, sharing, sending, and storing data. Please attach a one (1) page response.

Security, integrity, and availability of data are of the utmost importance to us. We place expectations on our hardware, software architecture, application, and ourselves that exceed the rigorous standards imposed by HIPAA laws and our clients.

Our benefits administration system, THE*benefits*HUB, is a foundational piece of software used for the enrollment and management of your employee benefits program. The system is Soc 1 Type 2 audit certified, meaning we must pass rigorous security and data safety requirements, including additional security measures to manage stored data. We have Business Continuity, Disaster Recovery, and Data Privacy protocols in place; these can be provided if awarded the bid. We safeguard and secure client information through technical, physical, and procedural safeguards that adhere to applicable laws and regulations, including but not limited to HIPAA and applicable privacy laws. Some of the security measures we take include, but are not limited to, device encryption, data at rest and in transit, and access limitations through technical, physical, and procedural methods.

13. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items. Please attach a one (1) page response.

Our goal is to reduce the amount of time and money that clients spend on administering their group benefits and answering their employees' questions by offering our "Single Source" solution. In addition to traditional health insurance brokerage and benefit plan design services, we have specialists on staff offering benefit communications, health risk management, HR technology, employee call response, Section 125 administration, COBRA administration, Form 5500 completion, voluntary worksite benefits, retirement plans and compliance. Every account is assigned an account manager to coordinate services for a seamless delivery, and they are available 24/7 for emergency service requests.

A dedicated 5-member service team, which will include a Benefit Consultant (Producer), an Account Executive, a Client Services Representative, a Billing Coordinator, and a Benefit Technology Representative, will be assigned to the Village. The proposed service team is led by the Producer who is responsible for plan design, funding analysis, annual renewal, carrier negotiation, claim analysis and regulatory compliance. The Account Manager will be the day-to-day contact for service requests, including billing, eligibility and claims. These team members have experience working on accounts of similar size and scope.

This core service team will be supplemented by subject matter professionals in the areas of employee benefit communications, health risk management, HR technology, employee call response, Section 125 administration, worksite benefits, retirement plans, executive benefits and compliance. The involvement of these professionals is predicated upon the services you request.

14. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients. Please attach a one (1) page response.

Higginbotham's in-house compliance professionals help clients interpret and comply with new and emerging rules under Health Care Reform legislation, ERISA, HIPAA, COBRA and many other relevant regulations. Not only do we proactively communicate new legislation, regulations and upcoming deadlines, we respond to clients' compliance concerns and special circumstances.

We provide clients with a custom MyWavePortal® website for communicating compliance issues. MyWave is updated with Legislative Briefs developed by independent attorneys that contain concise summaries of federal legislative activity. The portal is also a hub for resources you need to efficiently manage your human resource responsibilities. You have access to a searchable library of benefit plan materials like employee communications, benchmark statistics and consumer health newsletters as well as an interactive community of industry peers from across the country for questions and answers.

15. What is your Company's philosophy on pricing for recurring work? Please attach a one (1) page response.

Our proposal includes a vast amount of services and the proposed model to save budget dollars for the Village is for the standard industry insurance product commissions to fund our services. If there are any special needs like ACA Compliance, those items can be added for a nominal fee.

16. Do you provide an annual cost estimate to your clients based on expected service utilization?

There is no cost to the client when Higginbotham receives industry-standard commissions on the products implemented by the Village of Palmetto Bay.

17. How would you report your earned commission to the Village, and how often?

We will report at the time of the product proposal and update annually.

18. Provide examples of informational publications developed by your organization for distribution to your clients' employees. Limit five (5).

A sample of a benefit guide and pre-enrollment marketing materials are included as attachments to the proposal. In addition, you can access a live version of our demo benefit website at: **www.mybenefitshub.com/thecubbybear**.

Section B. Information and Experience of the Assigned Staff

1. Provide the name, job title and responsibilities for the individual or team that will be assigned to the Village.

There are a number of individuals who will be involved in delivering service to the Village of Palmetto Bay including Benefit Consultants, Account Managers, Client Services Representatives, Billing Representatives and Representatives from THEbenefitsHUB, our BenAdmin system. The core individuals involved are:

David Adams – CEO – Adams Benefits

Sal Aleguas – VP of Employee Benefits – Adams Benefits

Meaghan Haines – VP of Employee Benefits – Adams Benefits

Glenn Turchi – Managing Director - Higginbotham Public Sector

2. Does the individual or team have established relationships with major carriers? If so, please identify the carrier and the capacity of the relationship.

Yes, we have relationships with dozens of insurance carriers and service providers. Our responsibility in the quoting process will be to obtain the most competitive products, rates and underwriting guidelines to meet the needs of your employees.

3. How many other clients will the assigned personnel also manage along with the Village? Where are the clients located?

The day-to-day service will be provided by Adams Benefits, a Higginbotham Partner at their office in Boca Raton. The Higginbotham Public Sector office in Richardson Texas will also be involved in providing benefit consulting, the benefits administration system and billing for the Village. We continually monitor our staffing levels and feel we are adequately staffed currently to support the Village and your employees.

Proposers Qualification Statement

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE VILLAGE IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE AND CORRECT. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT, SHALL CAUSE THE VILLAGE TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Principal's Name: Glenn Turchi, Managing Director

Principal's Signature: *Glenn Turchi*

Date: 5/30/2024

Service Team



David Adams, CLU, CEO - Adams Benefit

David is the Founder, and Managing Partner of Adams Benefit a Higginbotham Partner, which was formed in 1980. David has been active in the Employee Benefits arena since 1975 and has spent 40 years running his agency. He began his career with Lincoln National Life as a Group Insurance producer. Today his agency provides insurance products and service to over 70,000 employees and is responsible for in excess of $300 million of insurance premium. David's vast expertise in the employee benefits industry has led him to hold numerous top-tier distinctions amongst the insurance carrier community. David is regularly invited to participate in exclusive educational programs with the major carriers and to provide suggestions and feedback on industry trends. David's years of experience, industry contacts and familiarity with all insurance markets allows him to provide exceptional guidance to his clients. David's industry expertise and top-tier carrier designations would be a tremendous asset to People's Trust in regards to further leveraging the employee benefits program. David graduated from Kent State University with a Bachelor of Economics degree, where he was a member of the University Baseball Team. He is married with 2 children.

EMAIL: dadams@higginbotham.com | **PHONE**: (954) 772-9320



Sal Aleguas, VP of Employee Benefits Operations - Adams Benefit

Sal Aleguas brings nearly four decades of experience in the group insurance industry to his role as Vice President of Employee Benefits Operations. With a diverse background that includes property casualty and acupuncture licenses, Sal's expertise spans multiple facets of the insurance and wellness sectors. He holds a Health & Life Insurance and Property & Casualty Insurance licenses. Sal is also a licensed acupuncturist and alternative medical practitioner, skilled in managing difficult medical conditions and providing wellness care. His extensive experience and diverse skill set make him a valuable asset in the realm of employee benefits and wellness consulting.

EMAIL: saleguas@higginbotham.com | **PHONE**: (954) 513-5216



Meaghan Haines, VP of Employee Benefits Operations - Adams Benefit

Meaghan has been in the insurance business for over 16 years, holding the position as Vice President of Adams Benefit for the past 8 years. Her current role includes managing the firm's benefits book of business and oversight of client onboarding and implementation. In addition, Meaghan has held a property and casualty license for the past 13 years. Previously, Meaghan worked for United Health Care and USI before joining Adams Benefit Corp. Meaghan is very active with her local church community. She is looking to broaden their client base and expand their benefits business. Meaghan has been married for 10 years and has one young daughter.

EMAIL: mhaines@higginbotham.com | **PHONE**: (954) 772-9320



Glenn Turchi, Managing Director, Higginbotham Public Sector

Glenn has been with the company since 1996 and brings over 35 years of employer benefits administration experience. Before joining, he worked with Fort Dearborn Life and Blue Cross Blue shield of Illinois once he obtained his bachelor's from Northern Illinois University. Glenn holds an insurance license in 8 states and is a Certified Voluntary Benefits Specialist. Glenn will be responsible for working with Higginbotham offices across the country in an initiative to grow the public sector market.

EMAIL: gturchi@higginbotham.com | **PHONE**: (214) 552-1871

Marketing Materials – Benefit Guides



When it comes to creating best-in-class resources, we're a trusted partner for our clients. They rely on us to create clear, concise, and accurate materials for their employees. Our customized solutions arrive on time, on message and on budget for the organizations we serve.



Marketing Materials – Open Enrollment Flyers

Option 1



Option 2



Option 3



Option 4



Option 5



Marketing Materials – Open Enrollment Posters



Sample Poster

11 x 17

Sample Postcard

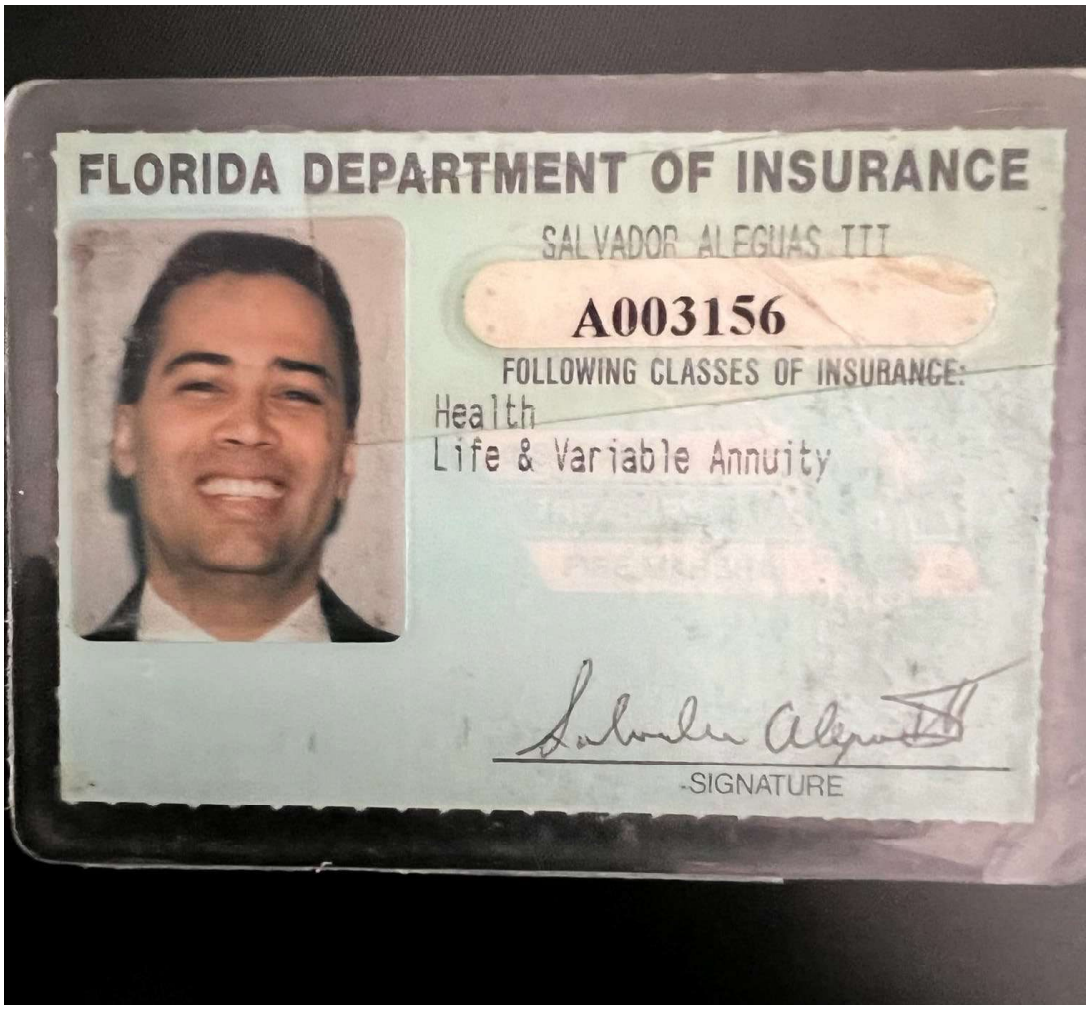
4 x 6





LICENSING

3.


FLORIDA DEPARTMENT OF INSURANCE
SALVADOR ALEGUAS III
A003156
FOLLOWING CLASSES OF INSURANCE:
Health
Life & Variable Annuity
SIGNATURE

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

GLENN ROBERT TURCHI

License Number : W876579

Non Resident Insurance License	Issue Date
•0814 - NONRES LIFE & VARIABLE ANNUITY	07/14/2022
•0840 - NONRESIDENT HEALTH	07/14/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Texas Department of Insurance

CERTIFICATE NO. 13628 COMPANY NO. 30-095899

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

FBS ADMINISTRATORS, LLC

RICHARDSON, TEXAS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

THIRD PARTY ADMINISTRATOR

within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled, or suspended according to law.

IN TESTIMONY WHEREOF witness my

hand and seal of office at Austin, Texas, this

10th day of June, A.D. 2004

JOSÉ MONTEMAYOR
COMMISSIONER OF INSURANCE

BY _____
MATT RAY
DEPUTY COMMISSIONER
LICENSING DIVISION



PROPOSED SERVICES

4.

Proposed Services

FULL SERVICES AT NO COST TO VILLAGE OF PALMETTO BAY

SERVICES	COST
Group Health Consulting	Included
Supplemental Benefits Consulting	Included
Consolidated Billing	Included
Section 125 Administration	Included
Flex Cards	Included
COBRA Administration	Included
Proprietary Online Enrollment and Benefit Administration System	Included
Employee Benefits Website	Included
Benefits App	Included
Standard Payroll File	Included
Enrollment Services with Employee Meetings, Enrollment Materials, and Onsite Licensed Enrollers	Included
Dedicated 5-Member Service Team	Included
OPTIONAL ADDITIONAL SERVICES	
ACA Tracking and Reporting	TBD

All services listed will be offered at no cost to Village of Palmetto Bay as long as is allowed to collect standard commission on all voluntary and employer-paid products offered by the Village.

Firm Overview

THE HIGGINBOTHAM ORGANIZATION

Founded in 1848 and headquartered in Fort Worth Texas, Higginbotham is a leading insurance and financial services agency. We have more than 3,000 insurance and administrative professionals among its 80+ offices in states coast to coast. Our product portfolio includes Employer-Sponsored and Voluntary Employee Benefits, Commercial and Personal Property & Casualty Insurance, Retirement Plans, Executive Benefits and HR Consulting and Outsourcing. We supplemental insurance coverage with year-round support in safety/loss control, contract review, claims advocacy, risk management information systems, employee benefit communications, health risk management, HR technology, employee call response, Section 125 administration, COBRA administration and compliance.

OUR PHILOSOPHY AND CULTURE

We strive to be the best company for employees, the best advocate for clients, the best partner for carriers and the best value for employee shareholders. Our efforts toward these ends have been consistently recognized. National Underwriter named Higginbotham “Agency of the Year” in its inaugural presentation. Insurance Journal awarded Higginbotham the “Best Agency to Work For” in 2019. And, Business Insurance awarded it with “Community Outreach Project of the Year” in 2020. Several carriers have also given Higginbotham preferred designations in response to our high business volume, sound underwriter relationships and ethical practices.

WHAT DIFFERENTIATES US

Higginbotham’s “Single Source” service model provides a significant value proposition that differentiates our firm. We offer nearly every insurance product available in the market. The firm represents more than 200 financially sound national and regional insurance carriers, giving our clients competitive options for all coverage lines. We also offer comprehensive insurance, financial and HR services that we call Day Two Services® because we deliver them throughout the term of your insurance policies. So, there is no need for clients to engage multiple brokers and third-party administrators, thereby eliminating extraneous costs and maximizing efficiencies. Each service is performed in-house by professionals experienced in their respective practice area.

OUR MISSION

To exceed the expectations of our employees, clients, carriers, and communities in a partnership to deliver a Single Source for insurance and financial services.

HIGGINBOTHAM PUBLIC SECTOR DIVISION

Higginbotham Public Sector is one of the specialty practice divisions within Higginbotham. We specialize in providing comprehensive insurance solutions tailored specifically for public sector businesses. With a deep understanding of the unique risks and challenges faced by school districts, colleges, universities, municipalities, and public organizations, we work together with the leading insurance carriers—combining our strengths and expertise to deliver valuable employee benefit solutions that fit the needs of our clients.

With a dedicated team of benefit consultants, account managers and customer support representatives, we go beyond simply providing coverage. We provide a total benefit solution through our proprietary benefit enrollment, education, and administration system. Through a comprehensive approach, we are positioned to assist clients in creating value, education, and superior benefit programs for your employees.

KNOWLEDGE

In a healthcare environment comprised of change and uncertainty, Higginbotham Public Sector equips employers with the knowledge and insight to help see employee benefits in clear perspective. Education in the benefits landscape ranging from legislative processes and compliance standards to insurance topics and employer trends, is made conveniently available through our company of licensed benefit professionals.

SERVICE

Our offering starts with an effective and easy-to-use technology and benefit education platform that allows employees to make informed benefit choices that are the right fit for them and their families. Lastly, our relationships allow us to bring our clients outstanding Day Two Services® including ACA Compliance, Section 125, HSA/HRA and COBRA administration as well as common remitter billing services.

Our service model is designed to specifically address concerns associated with day-to-day administration of employee benefits including:

- Strategic Insight provided by our licensed Benefit Consultants
- Plan Development and Enrollment Coordination from our Implementation & Customer Service Team
- Software Support through our Benefit Technology Team
- Billing Reconciliation managed by our Billing Team

OUR MISSION

Our mission is to bring decades of knowledge and experience to public sector employees throughout the country by partnering with Higginbotham offices in other states. We work closely with the leading insurance carriers—combining our strengths and expertise to deliver valuable employee benefit solutions that fit the needs of our clients. By continually seeking out the very best products to complement any client's offering, we have continued to grow and become the market leader in providing employee benefit plans and services for any market.

Services Overview



Consulting Services

Whether you are needing a new vision plan or an entire suite of employee benefits, Higginbotham Public Sector specialists are here to help guide you through the RFP Process and select the best options for your employees.



Benefit Education

Our robust library of benefit education includes both digital and print materials designed to educate and inform your employees about their benefits year round.



Online Enrollment

Our proprietary online system extends more flexibility, control, and support for our clients. Higginbotham Public Sector owns and operates all the source codes for our system, uniquely positioning us in the benefits technology marketplace.



Section 125 Administration

Flexible benefit plans provide significant savings for both employers and employees. Higginbotham Public Sector partners provide quality service for HSAs, FSAs, and HRAs. Debit cards are included at no charge.



Property and Casualty Solutions

As a Higginbotham partner, Higginbotham Public Sector offers a single source solution for business and personal insurance, risk management, employee benefits and HR services.



Billing Administration

Higginbotham Public Sector provides a full suite of billing serves through our online system. We create a streamlined billing process and assign a billing coordinator to assist with payroll and billing reconciliation.



COBRA

A fully integrated web-based system gives both plan sponsors and participants real-time access to information. Management of notices, elections, and premium payments help guarantee compliance.



Retirement

Higginbotham Public Sector partners with a number of investment firms to provide customized solutions to meet the needs of your employees. Options include 403(b)/457 and 3121 FICA Alternative plans.



Affordable Care Act

Take guesswork out of managing ACA with our comprehensive, attorney-based compliance and reporting options. Customized and automated employer alerts help keep you on track and avoid IRS penalties.

Benefit Consulting

RFP Services

Higginbotham Public Sector prepares a customized RFP and distributes to the vendor marketplace to bring an array of quality products and superior services to you. Our benefit consultants provide a comprehensive benefit analysis and guide you through the decision-making process. Our goal is to secure a robust, cost effective benefit package for our client's to aid in the recruitment and retention of employees.

Our Focus

- Analyze your benefit needs
- Formulate recommendations using bid analysis and industry expertise
- Perform annual review to assess the integrity of your benefits package
- Create a comprehensive enrollment and education model.



Purchasing Cooperatives

Higginbotham Public Sector is the named consultant for several large purchasing cooperatives including PACE, We Go Public, and the Allied States Cooperative (ASC). Purchasing cooperatives have an in depth vetting process which is required of all vendors, giving you the confidence in our ability to provide exceptional service, quality education, competitive benefits and a robust online enrollment platform. As a member of one of these cooperatives, it gives you the freedom to obtain our full suite of services without having to issue an RFP.

PACE

Allied States Cooperative BY ESC 19

WE GO PUBLIC

Higginbotham Public Sector Benefits Practice

Higginbotham Public Sector follows a comprehensive process that allows us to review, compare, and decide on appropriate plan designs to meet the needs of Village of Palmetto Bay and it's employees. The overall goal is to develop a group health benefits program that is easy to use by the members while maintaining the funding strategies outlined by Village of Palmetto Bay.

Our practice consists of five steps:

1. Historical Plan Review
2. Develop Benefits Strategy
3. RFP and Vendor Selection
4. Implementation
5. Servicing and Ongoing Monitoring

Historical Plan Review Elements

- Current plan designs will be evaluated to determine their effectiveness
- Claims history from the current benefit program will be evaluated to determine trends
- Existing networks will be evaluated
- A status quo cost projection will be developed that will identify total plan costs (baseline)

Develop Benefits Strategy

Once we have completed our Plan Review, we will identify alternatives (if necessary) from your current plan design/ programs, networks, and funding methodology. Then, we will provide you with recommendations to help move Village of Palmetto Bay closer to its goals and develop a 3-5 year strategy. Areas we will focus on vary depending on our analysis, but may include the following:

- Plan Performance
- Consumer Driven Healthcare Plans
- Compliance Requirements
- Healthcare Reform Requirements
- Pharmacy Consulting (Rx)
- Benefits Communications
- Benefits Administration and Enrollment Technology

RFP and Vendor Selection

Once we have established the type of plans, products, and services that need to be included in your benefits package, our team will prepare a preliminary list of programs for research. We will ensure all proposed programs address legislation, compliance, and regulation constraints.

We will work jointly with you to identify potential markets that serve your needs and assist you with analyzing carrier networks for adequate physicians and hospitals in the areas where your employees live. Vendors will also be selected for their quality of service, available funding options, level of claim detail they will provide, and their willingness to implement performance guarantees.

Implementation

Once a vendor has been selected, we will begin implementing the selected programs. We will confirm all fees, plan designs, claim system setup, reporting structure, and data requirements. We will help you complete the carrier application, review carrier takeover issues, ensure the eligibility file is transferred, and request all required documents (contract agreement, SPD/Plan document, and administrative manual and performance agreements) before the effective date.

Servicing and Ongoing Monitoring

Throughout the plan year, Higginbotham Public Sector monitors plan performance to goals as well as tracks and measures operational results, clinical outcomes, financial controls, claim/member services, and best practices/quality of services among other key areas. Client reports are provided on a monthly/quarterly basis (depending on data availability). These reports assist us in monitoring the plan's performance and highlight any areas that need to be monitored/reviewed in the coming months or year.

Sect. 125 Administration

Flex Benefit Plan Administration

By offering a Flexible Benefit Plans, employers save on payroll taxes and the employee saves on FICA, Federal and State taxes. A Flexible Benefit Plan permits employees to authorize their employer to reduce their pay for expenses on Health Insurance, Day Care and Medical/Dental and Vision expenses not covered by insurance. Under Section 125 of the IRS Code, employers may adopt a plan that will allow participants to set aside money, on a pre-tax basis, to pay for qualifying medical and dependent care expenses. Each dollar elected through this plan will generate a tax savings to the employee and employer.



Services Available

- Plan design consultation
- Preparation of Plan documents
- Daily claim processing
- Plan sponsor and employee online access
- Toll-free call center
- Non-Discrimination testing and completion of IRS tax forms
- Debit Card **(no cost)**
- Dedicated Account Manager

FSA's create savings payroll taxes for employers and employees for eligible medical, dental, vision, and day care expenses:

TAX SAVINGS

Employee Saves	Company Saves
7.65%	FICA Match
7.1%	Medicare
15% + Federal	FUTA
	SUTA

POTENTIAL TAX SAVINGS	
30%+	8.5%+

Education & Enrollment Resources

Benefit Website



A customized benefit website is designed and tailored to Village of Palmetto Bay. The benefits website will provide employees with comprehensive material such as benefits brochures, benefit guides, educational videos, provider search engines, claim forms, telephone number and links to your carriers. The benefits website offers employee access to their information 24 hours a day, 7 days a week. This gives Village of Palmetto Bay the ability to effectively communicate benefit information to their staff.

Educational Benefit Videos



Educational videos are produced for each benefit offered. These videos provide employees accurate and consistent messages describing core or voluntary products.

Interactive Benefit Guide



During open enrollment Higginbotham Public Sector will provide to new clients digital and printed benefit guides (First Year only) to every employee so that they can have a copy of the benefits offered by Village of Palmetto Bay.

Group Benefit Meetings



Conducting group meetings at every location during open enrollment will be helpful in the education campaign. Meetings typically last 45 minutes but can go as long as an hour depending on the amount of information and the complexity of the plans.

Bilingual Counselors



We understand the importance of effective communication with your employees. Higginbotham Public Sector will provide licensed bilingual Enrollment Counselors to educate your employees on the benefits and guide your employees through the online enrollment system.

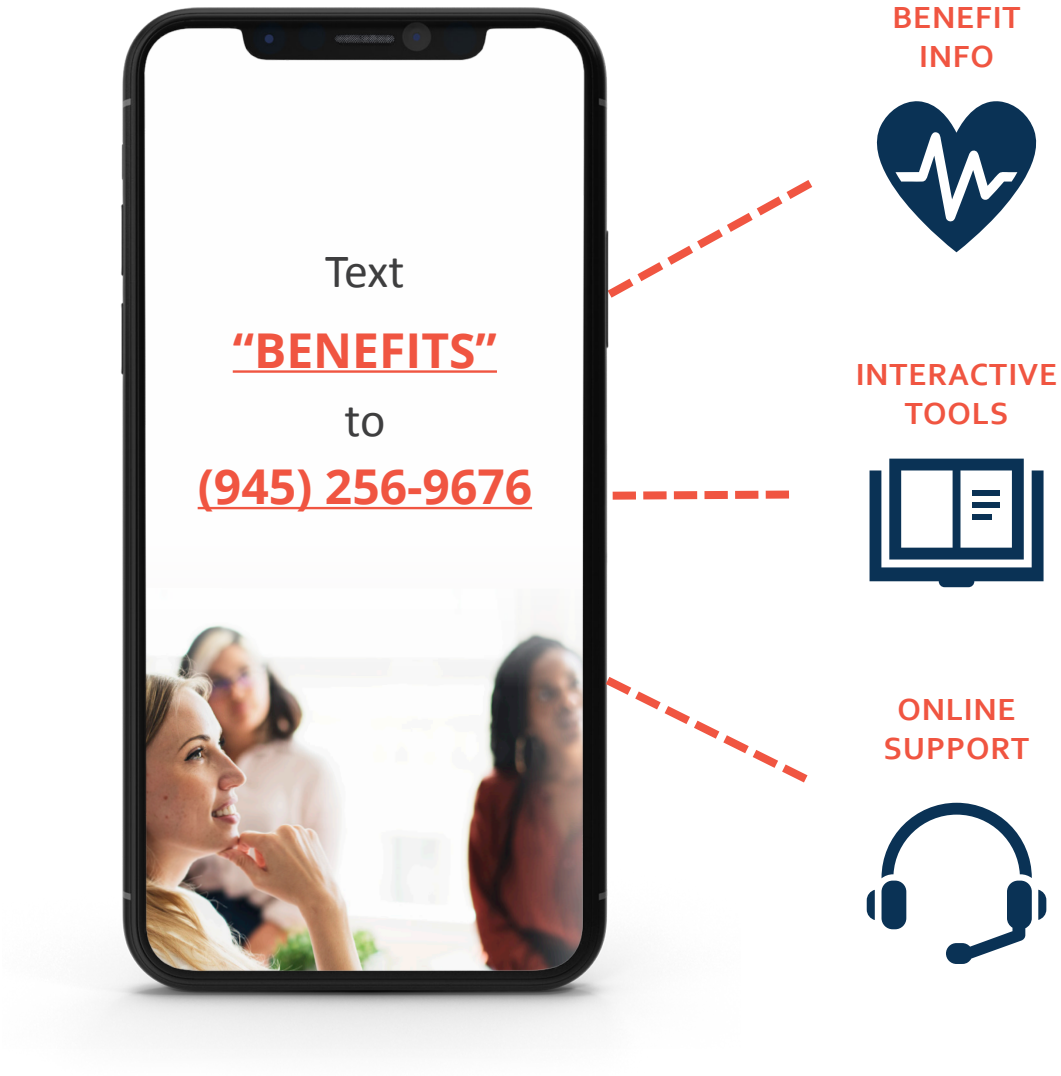
Education & Enrollment Resources

Posters, Postcards, & Flyers

Educational materials such as posters, postcards, and flyers are available to inform and raise awareness on new benefit offerings. Together, these and other previously mentioned tools provide a truly comprehensive benefits communication platform.

Text Notifications

Employees can on opt in to receive text notifications such as enrollment alerts, interactive benefit guides, benefit videos, and more. This system is also available to clients year round.



Enrollment Capabilities

Higginbotham Public Sector has placed an emphasis on technology and virtual support to assist employers and staff members with managing employee benefits. Coupled with the increased demand for virtual resources, Higginbotham Public Sector is proud to offer the following tools to help our clients achieve their open enrollment goals in the wake of COVID-19:



Group Meetings with Live Q&A Support

Our Benefit Consultants will host group meetings and answer questions your staff may have about their benefits enrollment.



One-On-One Appointments

Employees will be able to book a one-on-one meeting with an Higginbotham Public Sector Benefits Representative to address questions about their benefits and open enrollment.



Enhanced Call Center

During open enrollment, the Higginbotham Public Sector Call Center will offer extended hours with enhanced agent support for both English and Spanish speakers



Robust Digital Communication Tools

THE*benefits*HUB, Benefit Education Portal, SMS Notifications, Mobile App, and Interactive Benefit Guides are all powerful tools that offer educational resources to engage and educate your staff – all at the touch of a button.

Higginbotham Public Sector understands that not one size fits all. That is why our service teams will work diligently with you to create an open enrollment strategy that best fits your needs. Providing excellent service and support to you and your employees is our top priority. Higginbotham Public Sector is here to assist you every step of the way.

Mobile Benefits App

Higginbotham Public Sector is excited to provide the Benefits app, giving your employees access to key benefits information through a smartphone or device.

HIGHLIGHTS:

- **Every Benefit, One Place**

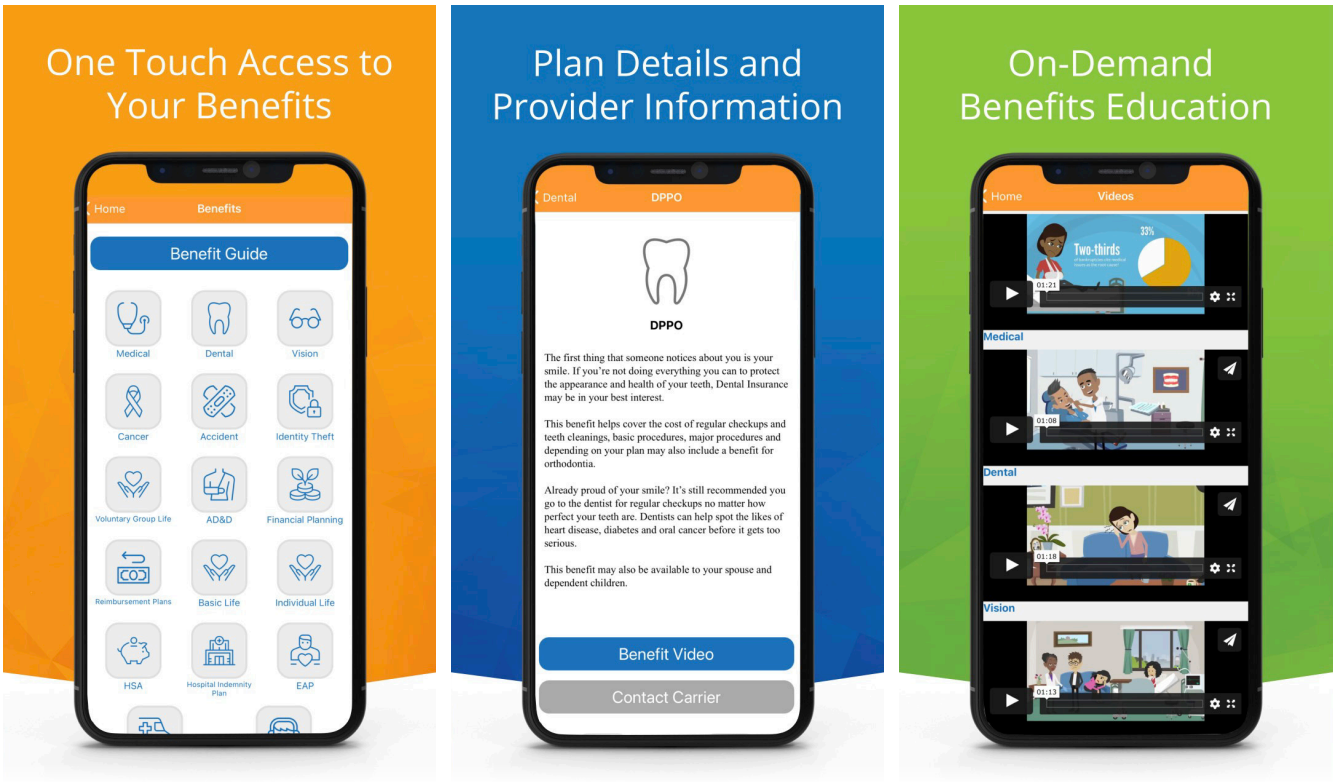
  Employees can enroll, connect to carrier sites, watch benefit videos, and access support tools all through the benefits enrollment app.

- **Push Notifications**

  The Mobile Benefits app introduces a new communications channel via push (mobile) notifications. Send key pieces of information including enrollment dates, benefit changes, and education like never before.

- **Easy to Download**

  The Mobile Benefits app is available on both Google Play and the App Store making it easy for employees to access their benefits and enrollment information.



GET IT ON Google Play

Download on the App Store

OR

SCAN ME

Billing Administration

Dedicated Billing Representative

Higginbotham Public Sector will provide Village of Palmetto Bay with a dedicated Billing Representative to guide you through the billing processes.

True Billing

Higginbotham Public Sector offers true integrated billing and monthly reconciliation for our clients. Through our company owned and operated reconciliation system, Higginbotham Public Sector offers full flexibility to provide Payroll and HR/Benefits staff with multiple billing options. Our billing staff is dedicated to assisting our clients with payroll related discrepancies to help ensure accurate benefit information, in real-time.

Integration

Higginbotham Public Sector provides a full suite of billing services through our online enrollment system, THE*benefits*HUB. With this single-source platform, Higginbotham Public Sector creates a streamlined billing process to help improve payroll efficiencies, as well as reduce HR/Payroll costs. We equip employers with the tools to make payroll management easy.

Monthly Billing

Higginbotham Public Sector delivers a monthly billing report through our secure File Transfer Protocol (FTP) site within THE*benefits*HUB. The monthly billing report contains enrolled employer and employee premiums via our Automated Billing.

Common Remitter

Higginbotham Public Sector will reconcile client monthly payroll to identify premium discrepancies and ensure that all payroll amounts are accurate and fully balanced. The Higginbotham Public Sector billing staff will remit all payments to insurance carriers.



COBRA Administration

COBRA Services Include:

- Payment collection including credit card
- Fully integrated Web-based system and reporting for plan sponsor & Participants with access to real-time information 24/7
- Required COBRA notices
- Management of COBRA elections and premium payments
- ERISA attorneys on staff
- Toll-free call center for participants
- One-time Takeover of current COBRA participants
- Guaranteed Compliance with all State and Federal Regulations



ACA Solutions

Eligibility Tracking - Monthly Consulting Services

Higginbotham Public Sector is proud to partner with ETC, a San Antonio based firm for ACA Tracking and Reporting:

- Identify and notify client of variable hour persons eligible for employee benefits using ACA Safe harbors (MP/SP)
- Track and Report hours worked for 6056 reporting (1094 and 1095c).
- Assist with determining affordability.
- Notify client when Full - Time Employees need to be enrolled.
- Track Full - Time Employees who declined coverage (ETC houses the waiver of coverage in our system if desired).
- Consult on Measurement/Stability Periods - previously decided upon or assist in choosing right length.
- ERISA language for using MP/SP: create the ERISA wrap for client company.
- Represent and assist with the IRS in the formal appeals process used when defending position of benefits.
- Available for unlimited ACA questions and access to written publications and news tips regarding ACA.
- ASSUME liability for tracking eligibility for client.
- We offer several ACA solutions for our clients. Please ask your Representative for pricing options.



Online Enrollment

Online Enrollment System

THE*benefits*HUB allows employees to use the Internet to securely access information about benefit policies and cost. THE*benefits*HUB employs in-house programmers and highly skilled Benefit Technology specialists who can customize your online benefit enrollment experience.

Employer Advantages

- Dedicated Benefit Technology Team
- One system to manage employee benefits and human resource information
- Paperless employee benefits enrollment and administrative system
- Online enrollment, employee benefit statements, claim forms, administrative forms, custom benefit guide, and benefit communication tools
- Customizable benefits website to effectively house all your benefit information including brochures, rate sheets, policies, benefit handbook, provider information, claim forms, and many other useful forms and links
- Electronic data transfer to Insurance Carriers
- Electronic data transfer to your payroll system
- A full suite of system generated reports
- Reduced HR call volume

Employee Advantages

- Easy to use web-based system allows employees to enroll and access day-to-day from the workplace or at home
- Self-service enrollment of core and voluntary employee benefits
- Online self-service change of address, family status, beneficiary, and password
- Easy access to benefit brochures, highlights, summaries, and educational videos on both the benefit website and within THE*benefits*HUB
- Eliminates hand-written enrollment forms
- Detailed review of their benefits, cost, and other HR information online

Benefit Administration

THE*benefits*HUB manages all aspects of employee benefit programs. Through powerful tools provided to the Plan Administrator, THE*benefits*HUB dramatically reduces the administrative burdens by eliminating the need to verify and validate enrollment information and calculate premiums and payroll deductions. The Plan Administrator dashboard includes a comprehensive selection of standard reports that simplify or even eliminate the time-consuming process of carrier billing reconciliation. (*contd.*)

Online Enrollment

Customized reports can also be easily developed and scheduled by the Plan Administrator for your more complex reporting needs. Every transaction within the system is recorded and time stamped to allow the Plan Administrator to easily view the history of transactions made in the system.

Benefit Communication

One of the most critical components of a successful enrollment is the way information is communicated during open enrollment. It impacts everything from employee understanding and appreciation of their benefits to their attendance during open enrollment. Effective communication will positively impact an employee's attitude toward the benefit program being offered. We will work with Village of Palmetto Bay to customize a communication strategy to meet your needs.

- Customizable Benefit Website
- Email Campaigns
- Pre-Enrollment Announcement Letters
- Benefit Videos
- Benefit Guides
- Group Meetings
- One-on-One Enrollment with your employees



Electronic Data Interchange

Electronic Data Interchange, or EDI, is a method for transferring data between different computer systems. It enables the computer system from one company to "talk" to the computer system of another company, and this allows them to digitally exchange data.

By moving from a paper-based exchange of insurance enrollment applications to one that is electronic, companies can enjoy some major benefits such as reduced cost, increased processing speed, reduced errors and improved relationships with business partners.

A successful benefit administration process depends on the efficient transfer of data between technology platforms. Our Benefit Technology team gathers employee and dependent demographic information from the client's human resources system during the implementation process. Data is typically collected from the client's human resources system via secure file transmission and uploaded into THE*benefits*HUB℠.

Following annual enrollment, benefit election information is exported directly to insurance carriers in one of two ways. Either the employer runs a report within THE*benefits*HUB℠ and sends it directly to an insurance carrier, or an EDI file is set up in the method, format and frequency the carriers need to automate the process. Below is a summary of data transmission types:



Plan Administrator Data Transmission

Reporting functions allow employers and insurance carriers to manually run enrollment reports and send them to insurance carriers or third party administrators. The most commonly utilized reports for this type of transmission are the Monthly Billing and Plan Enrollment Reports, both of which can be downloaded in Excel format. With the help of THE*benefits*HUB℠, even manually sending data following an enrollment becomes a quick and simple process.

Standard Insurance Carrier EDI

When file transmissions are established by THE*benefits*HUB℠ and sent directly to insurance carriers, this is known as Standard Insurance Carrier EDI. Through this process, file transmissions are sent to insurance carriers through secure FTP, ensuring that personal information remains secure.



IMPORTANT NOTE: Until the EDI connection is fully executed between THEbenefitsHUB℠ and the insurance carrier, either Higginbotham Public Sector or the employer is responsible for running enrollment reports from the system and transmitting the data manually and securely to the carriers.

A designated Account Representative can always offer assistance when determining the best reports to run. Please keep in mind the transmission of EDI data can be a complex process with varying complexity between insurance carriers. Even with pre-configured formats in place, some carriers require file testing by the group as a part of their EDI compliance procedures. This can impact the time it takes for EDI to be established with that carrier.

Online Enrollment



Custom EDI

Custom EDI file transmissions are built when Standard Insurance Carrier EDI cannot be established between THE*benefits*HUB℠ and the insurance carrier, or when the carrier's compliance measures require Benefit Technology to use additional development resources. In most cases, however, our system's sophisticated data exchange capabilities are flexible enough to work with insurance carrier systems, even those with complex data exchange requirements.

Payroll System EDI

THE*benefits*HUB℠ integrates with most Payroll and Human Resources Information Systems (HRIS). Through setup, it can automatically manage data transmissions, schedules and data formats, ensuring each recipient receives the right data in the right format at the right time for timely and accurate coverage and deductions.



- STANDARD FILE – With the Standard File Format, an employer or insurance broker runs a report prior to their payroll deduction and imports the data into their payroll system. This format is included in the base price and is a cost-effective solution for most customers.
- CUSTOM FILE – For more sophisticated and technical data exchange needs, our EDI team can create a custom-built payroll file. These files require additional programming costs from the standard fee schedule, and written specifications from the client's payroll system is necessary for configuration. If documentation is not provided from the payroll vendor, we can work with our clients to create the needed documentation for an additional fee. Please refer to the Features and Cost section of the proposal for pricing details.



COBRA, Portability or Conversion EDI

EDI transfers to insurance carriers and third party administrators for COBRA, portability or conversion is typically the most complex and labor intensive of all EDI formats to program as each file needs our Development and Benefit Technology teams to implement. When COBRA, portability or conversion EDI is necessary, the Standard Termination File may be a viable and cost-effective solution.

Online Enrollment

System Training

Once the decision to employ THE*benefits*HUB℠ is made, implementation begins. And shortly thereafter, the system will go live. Extensive work goes in to building the system so brokers, employers and employees can enjoy an outstanding annual enrollment. Yet, a crucial process that oftentimes can be forgotten is training.

We understand that, unless there is adequate training on the use of the new software, clients cannot expect to reap the full benefits of their investment. That is why we have a full support program available to THE*benefits*HUB℠ users. HUB University offers extensive training via their blog and webinar services. It is broken down into three fun and interactive sessions, as listed below:

HUB Orientation	HUB Orientation is comprised of educational webinars and a vast video library that explains the specifics of THE*benefits*HUB℠. It is comprised to teach the basics of the system with documentation and videos related to: Adding a Child, Adding a Spouse, Applying and Changing a Beneficiary and more.
Campus Life	With our Campus Life courses, users gain more detailed information on some of our HUB basics, which may or may not have been introduced within HUB Orientation. User will learn: Various Reporting Options, How to Apply Qualifying Events and How to Read Enrollment Statistics.
Advanced Studies	For more advanced users of THE*benefits*HUB℠, there are our Advanced Studies courses. With webinars, documentation and videos, users can learn how to: Read the Login Statistics Page, Learn FTP File Access and about Sending Manual Emails to New Hires.

To ensure consistent use of the benefits in the system, it is equally important to educate new employees within a department. We have that covered, too! Each of the three HUB University classes are held weekly, giving our clients and their staff the flexibility to schedule sessions based on their convenience

System Security

SOC 1 Type II Certification

Entities which supply third party services that could affect the financial statements of another company are typically asked to provide a SOC report. SOC 1 Type II is considered an enhancement to the SSAE16/18 and SAS70 reporting standards, allowing U.S. organizations to complete business on an international level.

THE*benefits*HUB℠ works to maintain its SOC 1 Type II Certification. Semi-annually, audits are completed to ensure our policies, procedures and consumer securities are accurate and up-to-date. Certification is only provided to organizations that meet and exceed the rigorous auditing process.

System Specifications

Because we aim for complete satisfaction, our Benefit Technology team is consistently working to improve the system to ensure security, convenience and client satisfaction. We place high expectations on ourselves so that our hardware, software architecture and application exceeds the rigorous standards imposed by HIPAA laws as well as the expectation of our clients.

THE*benefits*HUB℠ was created and is maintained using the latest technology available. Many aspects of the system must be in place in order to achieve standards that go much further than the industry norm. Among these aspects are the ownership and location of servers, software and databases. Other key components include: routine maintenance so that the system kept current with the ever- changing needs of the insurance industry, electrical redundancy, network reliability and a solid disaster recovery plan.

Data Security

A successful benefit administration process depends on the efficiency of data transfers between technology platforms. Our team can gather demographic data from a client's HRIS via secure file transmission and upload it into THE*benefits*HUB℠. Additionally, post enrollment data can be imported into payroll systems and carrier exports can be transmitted directly to insurance providers in the method, format and frequency that is needed.

THE*benefits*HUB℠ offers:

- Data feeds that deliver information without special software purchases;
- Enrollment data that is downloadable in PDF, CSV, HTML and Microsoft Excel formats; and
- Customizable reports that ensure data transfer and premium remittance will fit the need of insurance carriers.

Data security and protection of an employee's private health information is of the utmost importance to us. We are constantly working on improvements and updates that continue to ensure secure data transmission and careful protection of our clients' personal information.



COMPENSATION METHOD

5.

COMPENSATION METHOD

The Village is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

Section A. Proposed Annual Rate:
The fee stated below shall be inclusive of all labor, materials, travel, etc.

	Annual Rate
Year 1	$ Standard Insurance Product Commission
Year 2	$ "
Year 3	$ "

Section B. Optional Services
At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional". Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc.

Service	Annual Flat-Rate
	$
	$
	$
	$
	$
	$

Authorized Signature

Glenn Turchi, Managing Director
Printed Name & Title

Higginbotham
Company's Name

6/4/24
Date



REFERENCES

6.

Client References

Town of Surfside

Yamileth Slate-McCloud

(305) 777 - 2124

yslate-mccloud@townofsurfsidefl.gov

Indian Creek Village

Roseann Prado

(305) 865 - 4121

rprado@indiancreekvillagefl.gov

Connecticut Electric, Inc.

Jason Katz

(800) 730 - 2557

jkatz@connecticut-electric.com



SIGNATURE FORMS

7.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: Glenn Turchi
Glenn Turchi (May 20, 2024 12:26 CDT)

Name (typed): Glenn Turchi

Title: Managing Director

Company: Higginbotham

Date: 05/20/2024

Drug Free Workplace Certification

Final Audit Report 2024-05-20

Created:	2024-05-17
By:	Abbey Kelly (akelly@higginbotham.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKvOmlavdJw8UI8dIttla6DC8hVaLZjYpQ

"Drug Free Workplace Certification" History

Document created by Abbey Kelly (akelly@higginbotham.net)
2024-05-17 - 6:58:13 PM GMT

Document emailed to Glenn Turchi (gturchi@higginbotham.net) for signature
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Document e-signed by Glenn Turchi (gturchi@higginbotham.net)
Signature Date: 2024-05-20 - 5:26:27 PM GMT - Time Source: server

Agreement completed.
2024-05-20 - 5:26:27 PM GMT

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: Glenn Turchi
Glenn Turchi (May 20, 2024 12:24 CDT)

Name (typed): Glenn Turchi

Title: Managing Director

Company: Higginbotham

Date: 05/20/2024

.

Acknowledgement, Warranty and Acceptance

Final Audit Report 2024-05-20

Created:	2024-05-17
By:	Abbey Kelly (akelly@higginbotham.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC4q3BI9E9Wug0jWImZyFw2NTitm5TFsr

"Acknowledgement, Warranty and Acceptance" History

Document created by Abbey Kelly (akelly@higginbotham.net)
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Agreement completed.
2024-05-20 - 5:24:53 PM GMT

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Glenn Turchi being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Higginbotham the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: [signature]

Name (typed): Glenn Turchi

Title: Managing Director

Company: Higginbotham

Date: 6/4/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this May 27th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Glenn Turchi

For Higginbotham Public Sector

Whose business address is: 2175 N. Glenville Drive, Richardson TX 75082

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87-2676854

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Glenn Turchi

Title: Managing Director

Company Name: Higginbothem

Date: 6/4/24

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this May 7th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Glenn Turchi, Managing Director

(print individual's name and title)

for: Higginbotham Public Sector

(print name of entity submitting sworn statement)

whose business address is: 2175 N. Glenville Drive, Richardson TX 75082

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-2676854

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

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

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

Continued Next Page

Signature of Official: Glen Tuechi

Name (typed): Glen Tuechi

Title: Managing Director

Company: Higginbotham

Date: 6/4/24

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this May 21st day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Glenn Turchi being first duly sworn state:

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

97-2676854

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

Higginbotham Public Sector

Name of Entity, Individual, Partners or Corporation

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

2175 N. Glenville Drive, Richardson TX 75082

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
		%
		%
		%

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

N/A

Signature of Official: _____

Name (typed): Glenn Turchi

Title: Managing Director

Company: Higginbotham

Date: 6/4/24

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this 27th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Higginbotham Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, RFP# 2024-43-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

_____

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Glenn Turchi

Title: Managing Director

Company Name: Higginbotham

Date: 6/4/24

Attest: _____

Print Name: LaKenya Viser

Attest: _____

Print Name: Brent Brownell

VILLAGE OF PALMETTO BAY ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Glenn Turchi

Title: Managing Director

Company Name: Higginbotham

Date: 6/4/24

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this May 7th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on 05/20/2024 at Richardson, TX under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Glenn Turchi
Glenn Turchi (May 20, 2024 12:27 CDT)

Name (typed): Glenn Turchi

Title: Managing Director

Company Name: Higginbotham

Date: 05/20/2024

Statement of Past Contract Disqualificaitons

Final Audit Report 2024-05-20

Created:	2024-05-17
By:	Abbey Kelly (akelly@higginbotham.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg4uUMn0HX8Sb2XIUxsEZmIydF_oF25Fb

"Statement of Past Contract Disqualificaitons" History

Document created by Abbey Kelly (akelly@higginbotham.net)
2024-05-17 - 7:46:42 PM GMT

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Document e-signed by Glenn Turchi (gturchi@higginbotham.net)
Signature Date: 2024-05-20 - 5:27:23 PM GMT - Time Source: server

Agreement completed.
2024-05-20 - 5:27:23 PM GMT

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

I, Glenn Tuechi (the individual attesting below), being duly authorized byand on behalf of Higginbothem (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ✓
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 4 day of June, 2024.

Signature of Affiant

Print or Type Name: Glenn Tuechi

State of Florida

County of Palm Beach

Signed and sworn to (or affirmed) before me,

this the 17th day of May, 2024.

My Commission Expires: 3/4/27

Notary Public

SHEILA H. LOWE
MY COMMISSION # HH 362824
EXPIRES: March 4, 2027

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Glenn Turchi

Title: Managing Director

Signature: Glenn Turchi
Glenn Turchi (May 20, 2024 12:25 CDT)

Date: 05/20/2024

Foreign Country of Concern Attestation

Final Audit Report 2024-05-20

Created:	2024-05-17
By:	Abbey Kelly (akelly@higginbotham.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7T8cMIyZKPP7pJ8q2c6OtmCX-n0edX9i

"Foreign Country of Concern Attestation" History

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ADDENDUM NO. 1

Date: May 30th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposal No. 2024-43-016
Employee Benefits Broker/Agent of Record

This Addendum forms part of the Request for Proposal (RFP) Package advertised on April 30th, 2024, and with an **original** proposal opening date of June 3rd, 2024, with any amendments and/or additions noted below.

Please be advised that the proposal opening date has been extended to ***Monday, June 10th, 2024 at 9:00 a.m.***

The last day to submit questions is ***Wednesday, June 5th, 2024 at 3:00 p.m.***

The addendum posting date is ***Thursday, June 6th, 2024 at 3:00 p.m.***

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2024-43-016

Title: Employee Benefits Broker/Agent of Record

Name of Company Higginbotham

Date Addendum Received 5/30/24

Total Pages of Addendum including Acknowledgement 2

Print Name Glenn Tuechi

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your proposal.

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

ADDENDUM NO. 2

Date: June 6th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposal No. 2024-43-016
Employee Benefits Broker/Agent of Record

This Addendum forms part of the Request for Proposal (RFP) Package advertised on April 30th, 2024, and with a proposal opening date of June 10th, 2024, with any amendments and/or additions noted below.

Question No. 1: Is the Village able to provide any current plan designs and current rates and renewal rates for your current offerings for all products offered?

Response: *Please find attached the Village's plan design and current rates. We do not have renewal rates at this time.*

Question No. 2: Is the Village able to provide last year's benefit renewal and share the current agent's compensation?

Response: *Please find attached last year's benefit renewal and the current Company's compensation.*

Question No. 3: Can you provide a copy of your Employee Benefits Guide that shows details of the insurance products currently offered?

Response: *Please reference the attached benefits guide for the Village.*

Question No. 4: Can you provide the current rates for these insurance products?

Response: *Please reference the attached benefits guide for the Village.*

Question No. 5: It appears that your current benefit offering includes – Medical, Medical Gap, Dental, Vision and Basic Life with AD&D. Are you open to offering some other products on a voluntary (payroll deduction) basis that may be of value to your employees?

Response: *The Village already offers voluntary benefits and are open to discussion on that.*

Question No. 6: How are your annual enrollments currently conducted? Do you use an electronic enrollment system?

Response: *Electronically in-house, however, carriers require paper copies for new members or changes.*

Question No. 7: Who is your current broker, what services do they perform and how are they currently compensated for their services?

Response: *PRIA- $22,500 annually.*

Question No. 8: On Page 16, Section C. You ask for responses to this request small be in one volume. Can you elaborate on what you mean by "one volume"?

Response: *Please submit all the information in a single binder.*

Question No. 9: #16. Do you provide an annual cost estimate to your clients based on expected service utilization?

Is the Village referring to cost estimate as in broker compensation? Or is this pertaining to cost estimate of health insurance renewals based on expected utilization?

Response: *The Village is referring to both.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of RFP No: 2024-43-016

Title: Employee Benefits Broker/Agent of Record

Name of Company Higginbotham

Date Addendum Received 6/6/24

Total Pages of Addendum including Acknowledgement 3

Print Name Glenn Turchi

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your proposal.

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



APPENDIX

8.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2023

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 Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102 License#: 2081754	CONTACT NAME: Janna Gonzalez PHONE (A/C, No, Ext): 817-349-2384 FAX (A/C, No): E-MAIL ADDRESS: jgonzalez@higginbotham.net
INSURED HIG Holdings Inc. et al 500 W. 13th St. Fort Worth TX 76102 HIGGINS-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Insurance Company — 22730 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 72808243 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ☐	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Liab			03137625	3/25/2023	3/25/2024	Occurrence Aggregate Retention	$10,000,000 $10,000,000 $500,000

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

Financial Benefits Services, LLC and FBS-HIA, LLC are insured under the captioned policy

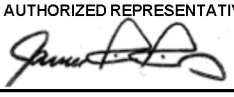
CERTIFICATE HOLDER

For Informational Purposes Only
Not To Be Altered

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FBS-HIA, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2175 N. Glenville Dr.

Requester's name and address (optional)

6 City, state, and ZIP code
Richardson, TX 75082

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 7 - 2 6 7 6 8 5 4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/11/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SECTION 8.0: Required Proposal Submittal Forms

PROPOSER'S QUALIFICATION STATEMENT

INSTRUCTIONS: Please complete this questionnaire in its entirety. Where a one (1) page response is requested, please note that this refers to the limit allowed and, therefore, your response may be shorter but not longer than one (1) page. Indicate "N/A" for any section that does not apply and provide a brief explanation for your answer.

Failure to respond to each question may disqualify the Proposer. This attachment **must** be included as part of your proposal.

Section A. Information & Experience of the Company

Submitted by:	Halle Reynolds	Check One: ☐ Corporation ☐ Partnership ☒ LLC/LLP ☐ Sole Owner or DBA ☐ Other: _____
Name:	Marsh McLennan Agency LLC Bouchard Region	
Address:	101 North Starcrest Drive	
City, State and Zip:	Clearwater, FL 33765	
Telephone No.:	727-447-6481	
Fax No.:	727-449-1267	

1. Company's legal name and address:
Marsh & McLennan Agency, LLC - Bouchard Region

2. Date incorporated/formed:
2008

3. Has your Company been debarred or suspended within the past five (5) years?
☒ No ☐ Yes
If yes, please explain. Please attach a one (1) page response.

4. How many insurance agents does your Company employ?
Bouchard region - approximately 280

5. How many clients does your Company currently represent?
Total Bouchard clients - 10,310; Bouchard benefits clients - 516

6. What is the number of clients located in the South Miami-Dade area? Provide a number by city as listed below:

Coral Gables:	10	Cutler Bay:	1
South Miami:	1	Homestead:	12
Pinecrest:	3	Florida City:	0
Palmetto Bay:	3	Other	140

7. Litigation/Judgment/Settlements/Debarments/Suspensions:
Please provide information on any litigation, judgments and/or settlements concerning any court case related to the provision of insurance brokerage services in the past three (3) years. Please attach a one (1) page response.
Please See Exhibit C - MMA Administrative Response

8. List the insurance carriers that your Company has established a relationship with, and which are properly licensed to operate in Florida. Please attach a one (1) page response.
Please see proposal at the end of RFP

9. List any insurance and/or benefits companies that your Company is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc. Please attach a one (1) page response.
Please see proposal at the end of RFP

10. Describe any special experience that your Company may have in providing brokerage services to small groups. Please attach a one (1) page response.
Please see proposal at the end of RFP

11. Given the relatively small number of national medical insurance carriers in today's market, please describe in which ways your Company can provide the solution that delivers the greatest value to the Village. Please attach a one (1) page response.
Please see proposal at the end of RFP

12. How will you maintain the confidentiality of the Village's records and data? Please identify your security procedures for accessing, sharing, sending, and storing data. Please attach a one (1) page response.
Please see proposal at the end of RFP

13. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items. Please attach a one (1) page response.
Please see proposal at the end of RFP

14. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients. Please attach a one (1) page response.
Please see proposal at the end of RFP

15. What is your Company's philosophy on pricing for recurring work? Please attach a one (1) page response.
Please see proposal at the end of RFP

16. Do you provide an annual cost estimate to your clients based on expected service utilization?

Please see proposal at the end of RFP

17. How would you report your earned commission to the Village, and how often?

Please see proposal at the end of RFP

18. Provide examples of informational publications developed by your organization for distribution to your clients' employees. Limit five (5).

Please see proposal at the end of RFP

Section B. Information and Experience of the Assigned Staff

1. Provide the name, job title and responsibilities for the individual or team that will be assigned to the Village.

Please see proposal at the end of RFP

2. Does the individual or team have established relationships with major carriers? If so, please identify the carrier and the capacity of the relationship.

Please see proposal at the end of RFP

3. How many other clients will the assigned personnel also manage along with the Village? Where are the clients located?

Please see proposal at the end of RFP

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE VILLAGE IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY THE PROPOSER TO BE TRUE AND CORRECT. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT, SHALL CAUSE THE VILLAGE TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

MATT ELSON		5/28/2024
Principal's Name	Principal's Signature	Date

COMPENSATION METHOD

The Village is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

Section A. Proposed Annual Rate:
The fee stated below shall be inclusive of all labor, materials, travel, etc.

	Annual Rate
Year 1	$44,000
Year 2	$ 44,000
Year 3	$44,000

Section B. Optional Services
At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional". Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc.

Service	Annual Flat-Rate
	$
	$
	$
	$
	$
	$

Authorized Signature

Matthew Elsey, CFO
Printed Name & Title

Marsh & McLennan Agency LLC-Bouchard Region
Company's Name

5/28/2024
Date

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

See Exhibit D - Employee handbook excerpt, "Alcohol, Tobacco,and Drug Use"

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

MATTHEW ELSEY being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
CFO the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Pinellas

On this 28th day of, May 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Matthew Elsey and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Beth Patterson

NOTARY PUBLIC, STATE OF FLORIDA

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Matthew Elsey

For Marsh & McLennan Agency, LLC-Bouchard Region

Whose business address is: 101 North Starcrest Drive, Clearwater, FL 33765

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3237576

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company Name: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

ACKNOWLEDGMENT

State of Florida

County of Pinellas

On this 28th day of, May 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Matthew Elsey and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Matthew Elsey, CFO

(print individual's name and title)

for: Marsh & McLennan Agency, LLC-Bouchard Region

(print name of entity submitting sworn statement)

whose business address is: 101 North Starcrest Drive, Clearwater, FL 33765

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3237576

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

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

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

Continued Next Page

Signature of Official: Matt Elsey

Name (typed): Matthew Elsey

Title: CFO

Company: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

ACKNOWLEDGMENT

State of Florida

County of Pinellas

On this 28th day of, May 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Matthew Elsey and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

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Beth Patterson

NOTARY PUBLIC, STATE OF FLORIDA

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Matthew Elsey being first duly sworn state:

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

26-3237576

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

Marsh & McLennan Agency, LLC-Bouchard Region

Name of Entity, Individual, Partners or Corporation

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

101 North Starcrest Drive, Clearwater, FL 33765

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Marsh McLennan Companies	1166 Avenue of the Americas, New York City, NY 10036	100 %
		%
		%

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

None

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

ACKNOWLEDGMENT

State of Florida

County of Pinellas

On this 28th day of May, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Matthew Elsey and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Beth Patterson

NOTARY PUBLIC, STATE OF FLORIDA

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Marsh & McLennan Agency LLC-Bouchard Region Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFP# 2024-43-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

_____

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): MATT ELSOY

Title: CFO

Company Name: MARSH MCLENNAN AGENCY - BOUCHARD REGION

Date: 5/28/2024

Attest: _____

Print Name: Michele Coolidge

Attest: _____

Print Name: ANNA AVGOUSTIS

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Marsh & McLennan Agency LLC or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company Name: Marsh & McLennan Agency, LLC_Bouchard Region

Date: 5/28/2024

ACKNOWLEDGMENT

State of Florida

County of Pinellas

On this 28th day of, May 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Matthew Elsey and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

None.

Executed on 5/28/2024 at 101 North Starcrest Drive, Clearwater, FL 3376 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Matthew Elsey

Title: CFO

Company Name: Marsh & McLennan Agency, LLC-Bouchard Region

Date: 5/28/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Pinellas

I, Matthew Elsey (the individual attesting below), being duly authorized by and on behalf of Marsh & McLennan Agency, LLC- Bouchard Region (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES X
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 28th day of May, 20 24.

Signature of Affiant

Print or Type Name: Matthew Elsey

State of FLORIDA

County of Pinellas

Signed and sworn to (or affirmed) before me,

this the 28 day of May, 20 24.

My Commission Expires: 12/29/2026

Beth Patterson

Notary Public

BETH PATTERSON
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 332167
MY COMMISSION EXPIRES DEC. 29, 2026

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Matthew Elsey

Title: CFO

Signature: _____ Date: 5/28/2024

Attachments to this Solicitation

Exhibit "A": Village of Palmetto Bay – 2024 Census (.PDF FILE)

Exhibit B - MMA W9
Exhibit C - MMA Administrative Response = Litigation Statement
Exhibit D - Employee handbook excerpt, "Alcohol, Tobacco,and Drug Use"
Exhibit E - E&O Certificate of Insurance
Exhibit F - MMA Proposal

MarshMcLennan Agency

Employee Benefits Broker/Agent of Record: **2024-43-016**

Village of Palmetto Bay

Employee Health & Benefits

June 8th, 2024

Max Miller

Senior Vice President

(813) 833-1218

Max.Miller@MarshMMA.com

Halle Reynolds

Sales Executive

(727) 366-6495

Halle.Reynolds@MarshMMA.com

Marsh McLennan Agency, LLC

140 Royal Palm Way, Palm Beach, FL, 33480

(561)-655-8744

Your future is limitless.℠

MarshMMA.com

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Section 1 – Letter of Transmittal

My name is Doug Bishop and I am proud to be the CEO of Marsh Mclennan Agency Bouchard region. When my team informed me we were working on a presentation for the Village of Palmetto Bay, I was excited for the opportunity to tell you more about who we are. Nothing excites me more than telling the story of MMA Bouchard, and specifically our team.

Our local Tampa office in the Bouchard region of MMA specializes in providing insurance brokerage support services to local governments with a total premium volume of nearly $90,000,000. We have a great understanding of what services public sector organizations need to reduce costs, time constraints and frustration levels. Our approach is to better your organization and reduce your costs so more money can go back to serving your employees and the Manatee County community.

I want to personally thank you for giving MMA Bouchard the opportunity to present our services to you. Through our presentation you will see that we have developed many resources to help our clients maximize their insurance programs; but the greatest resource we have is our team. Hard working, dedicated people that are taking care of their teammates, their clients, and their communities. As the leader of this organization, I am humbled to work with them and I hope you and your team give us the opportunity to serve you as well. If you have any questions, please do not hesitate to contact me directly at 727-373-2929, or Doug.Bishop@MarshMMA.com

Sincerely,



Doug Bishop
Chief Executive Officer

Section 2 – Qualifications, Experience & Organizational Approach

Section A: Information & Experience of the Company

Questions 1-6 Answered on the RFP Document.

7. Please see Exhibit C at the end of the RFP

8. Insurance Carries:

Carrier Agnostic

Bouchard MMA serves as your independent agent to thoroughly vet and manage carrier relationships. You are our client, and we have your best interest in the forefront of our minds. We do not have an 'direct writer' or 'pool administrator' relationship with any insurance carriers, so we are able to be 100% carrier agnostic and focus explicitly on the needs of our clients.

Top Tier Carrier Status

Bouchard is "Top Tier" status with the top five major medical carriers in Florida as listed below. At renewal, Bouchard will continue to approach each of these carriers on behalf of the Village of Palmetto Bay to find the best plan, pricing, and coverage that supports the Village of Palmetto Bay strong culture. Additionally, Bouchard retains designated underwriters at these carriers who service our clients.

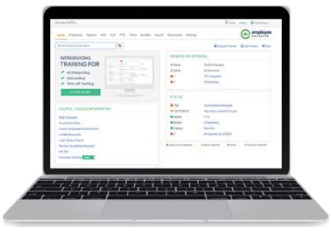
Florida Blue	UnitedHealthcare	Cigna	Humana	aetna
Blue Diamond Agency	Platinum Agency	Tier One Agency	Tier One Agency	Tier One Agency

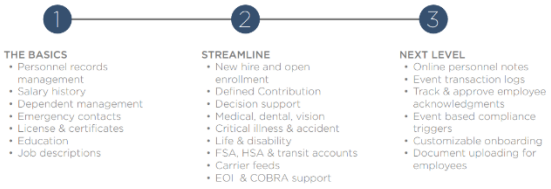
We value our relationships with our carrier partners. We do, however, strive to always be carrier agnostic. To that end, Bouchard currently does not place more than 30% of our clients with any one insurance carrier.

9. Benefits Companies/Support Services:

Employee Navigator – Benefits Enrollment and Administration System

Bouchard Insurance provides clients with Employee Navigator. Further, we employ a team that is solely dedicated to helping to implement and maintain clients' Employee Navigator systems. This team is available to host trainings for the Village of Palmetto Bay employees. They are also available for assistance, ad-hoc advice, and customization requests.





ThinkHR Services

ThinkHR is an Intuitive, easy to use, self-serve internet portal that offers a plethora of Human Resource compliance tools. They provide Bouchard clients with a hotline, staffed by HR professionals averaging over 12 years of experience, to answer questions and provide support documents when thought to handle HR issues arise. The ThinkHR system also includes an employee on-line training system with a large selection of topics that can be sent to employees for completion. HR managers can view who has completed the training and who still needs to.

Vendor Innovation Council (VIC)

As your consultants, we will meet with you regularly to ensure smooth administration of your benefit program, and to keep you informed of changing trends, especially related to health care legislation. MMA stays abreast of changes and trends through our Vendor Innovation Council (VIC).



MMA has many more relationships to help enhance Village of Palmetto Bay's benefit program.

10. Special Experience with Small Groups

Sample Three Year Wellness Program

Year One

- Focus on education the importance of three key well being components:
    1. Health Risk Assessment (Online)
    2. Biometric Screenings / Free Preventive Lab Work
    3. Annual Physical exam with Primary Care Physician

Year Two

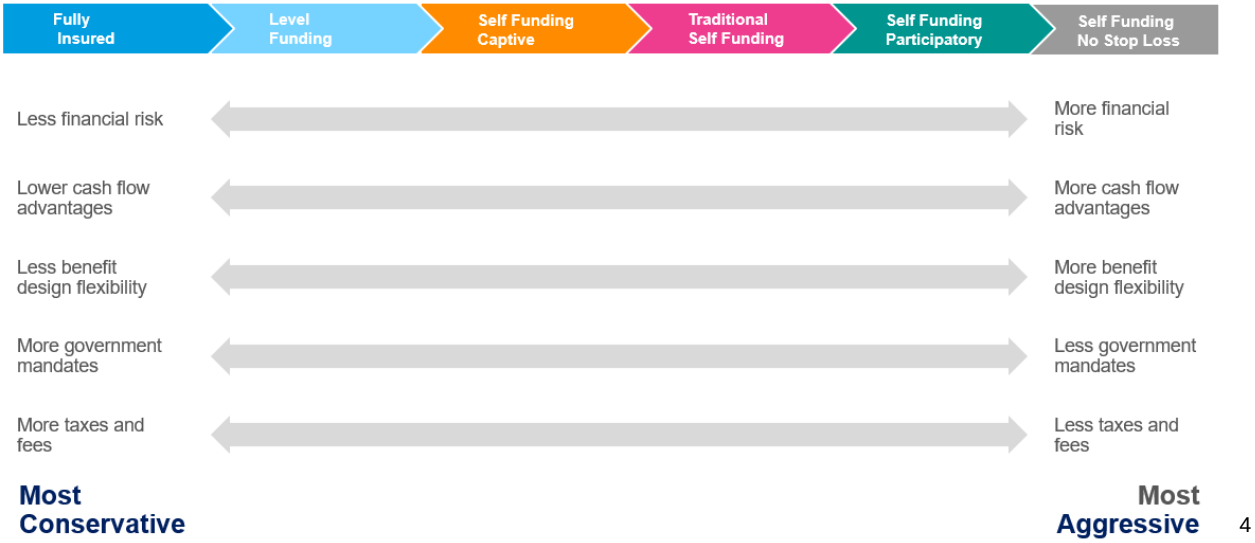
- Continue 3 Key Metrics from Year One
- Consider tying contribution / reward / financial consequence for participation
- Use Carrier sponsored wellness program to create and track goal attainment

Year Three

- Employee with adverse findings in year one and year two must take one step towards improvement
    - Employees do NOT necessarily have to get back into a healthy range.
        - Example: In Year One and Year Two, an employee finds that their BMI is not in healthy range. They would be encouraged to connect with a nutrition coach, or do a healthy eating module on the carrier website, or create a step goal, etc.
- Employer should consider dis-incentives or incentives for participants and non-participants

Explore Alternate Funding Options

- Explore the options of fully insured, level funding, captive insurance, and/or self insurance for the Villages of Palmetto Bay. This analysis should take into account factors such as risk tolerance, cash flow, and potential cost savings. Example of our renewal projections and feasibility analysis below.



11. Delivering the greatest value to our clients:

Example of Renewal Negotiations for Special Taxing District: 130 Enrolled Employees

Bouchard has worked as the health and benefits broker for a Lee County Municipality for over 15 years. Throughout this time, a strong focus has been paid on transparency and employee education in an effort to keep costs as low as possible. The group is collectively bargained. Per the Collective Bargaining Agreement, 100% of all Employee Only premiums and 100% of all Dependent premiums are paid for by the employer.

About ten years ago, Bouchard was asked to present to the Insurance Committee in an effort to influence spending behaviors to maintain a long-term, sustainable benefits program. As part of the discussions, employees were asked to make minor behavioral changes. The two examples discussed were the implications/costs of the emergency room vs. urgent care and promoting the use of generic prescription drugs. Following the discussions, consumer behavior changed for the positive. The municipality also adjusted the plan deductible from $0 to $500 in an attempt to further promote consumerism.

Through Bouchard's educational efforts and the results of behavioral changes, we were able to petition underwriters to aggressively negotiate down renewals. In the past ten years, this district has had **an average increase of 1.82% per year over 11 years** in premium without degradation of benefits. Here is the summary of past renewals:

Initial Renewal	4.0%	3.4%	4.9%	15.0%	11.0%	16.1%	17.6%	24.0%	24.0%	8.3%	6.0%
Negotiated Renewal	-2.0%	-2.0%	-4.0%	9.7%	3.0%	6.0%	5.0%	7.0%	4.0%	-5.6%	-1.0%

Example of Self-Funded Analysis for Public Entity: 300 Enrolled Employees

In 2022, an Electric Authority requested a detailed self-funded feasibility and actuary study to ensure that their current medical program was not only financially sound, but was also still stable enough to continue as part of their long term strategy. MMA provided options for consideration that consisted of fully insured, level funded, narrow network, captive arrangement, and self insured. The study measured their plan and performance against over 10,000 similar programs nationwide to assure them they were moving in the right direction for both their employees and their budget requirements. Ultimately, this entity renewed their plan as fully insured with a 0% renewal increase despite their 100%+ Medical Loss Ratio.

Example of Adding Provider to Carrier Network: 300 Enrolled Lives

We transitioned a Central Florida municipal client from UnitedHealthcare to Cigna. In the transition, we discovered that one of the local spine doctors was not in the Cigna network. The MMA team coordinated with Cigna's network team to outreach the doctor. The doctor filled out the requisite paperwork and is now in the Cigna network.

12. Maintaining Confidentiality

MMA takes data privacy and security seriously and has established internal controls to comply with business and regulatory requirements. These internal controls also exist for the protection of MMA's information assets, including the confidential and personal information that clients entrust to us.

MMA is committed to protecting confidentiality, sensitivity, privilege, and privacy of Village of Palmetto Bay's members' and clients' information as well as the security and integrity of Village of Palmetto Bay's data. We will provide detail answers and information to our prospects and clients once we have a signed NDA.

13. General Requests:

Our process for managing and administering brokerage services for our clients is based upon this philosophy -- treat us as any other full-time employee. We ask our clients to complete the same service and expectation checklist that we do, and we provide an annual service timeline. This tool gives you an understanding of our job description and the ability to review our performance while determining appropriate compensation for our services. We'll review the process and timelines quarterly. You can expect to have a response to questions and issues within 24 hours.

Each member of your MMA service team pledges to:

- Respond to questions and requests in a timely manner
- Maintain a monthly open-items list
- Work with you to identify and manage risk in an attempt to reduce your total cost of risk
- Represent your interests in the insurance marketplace
- Provide you with new ideas and information
- Develop procedures to ease program administration and claims handling
- Take an aggressive approach to controlling losses
- Act as your advocate in the event of a claim

We envision the MMA team will act as a partner with Village of Palmetto Bay's management team. In a hierarchy of accountability that promotes quality control and client-focused service, each MMA team member has specific areas of specialties and is responsible for meeting established service standards and achieving specific goals.

14. Compliance

Regulatory and Legislative Developments

MMA's compliance department and in-house ERISA attorney are dedicated to helping clients comply with laws and regulations and monitoring legislative changes for all benefit programs. MMA's ERISA attorneys regularly provide clients with legislative updates and position statements.

We provide each client with access to a Benefits Compliance Specialist. The Compliance Specialists are responsible for monitoring legislative and regulatory activity. They have access to our extensive library of legislative and regulatory briefs as well as direct access to the DOL, CMS, HHS, and IRS technical releases and regulatory documents.

Monthly Compliance Webinars

We offer a monthly compliance webinar series through our national compliance services and MMA University model.

On-Going Compliance

At the regional level, MMA Bouchard has a team of in-house compliance team to provide guidance to our clients and keep them compliant. Shawn Nass, our Group Benefits Service Manager, will be the primary contact.



Shawn Nass
Group Benefits Service Manager
(727) 373-2715
Shawn.Nass@MarshMMA.com
101 Starcrest Dr.
Clearwater, Florida 33765

To ensure compliance topics (5500, COBRA, HIPAA, DOL, SBC, ACA) are addressed, our team assists your team in managing your compliance. We conduct a monthly client healthcare reform webinar and training session to ensure your entire team stays up to date and well informed.

On a national level, MMA has a team of in-house ERISA Attorneys to provide guidance to our clients and keep them compliant. This team is led by our National Compliance Leader, Chris Beinecke, J.D., LL.M.



Christopher Beinecke, J.D., LL.M.

Employee Health & Benefits National Compliance Leader

Chris is a highly skilled legal practitioner with deep knowledge and years of experience in the areas of compliance and administrative best practices for health and welfare benefit programs.

Chris's legal experience is vast and diverse. Most recently, Chris led the employee benefits practice at an international corporate law firm. Prior to that, Chris was a senior compliance consultant for 10 years at Towers Watson and played a major role in the development of the firm's U.S. health and welfare compliance practice. Chris also worked as an employee benefits lawyer in private practice before entering consulting.

15. Pricing for Recurring Work

At Marsh McLennan, we adhere to a professional philosophy that emphasizes the utmost value and financial benefit for our clients.

All services outlined in the Request for Proposal (RFP) are exclusively provided by our dedicated team of W-2 Marsh Employees. We firmly believe that by avoiding subcontracting and relying solely on our in-house experts, we can deliver the highest level of quality and financial value to our clients.

Furthermore, we understand the importance of transparency and clarity in pricing. To ensure a comprehensive understanding of the financial aspects, we provide a detailed compensation document that includes a Flat Fee encompassing all the services specified in the RFP. This approach allows our clients to have a clear overview of the costs involved, eliminating any uncertainties or hidden charges.

By maintaining a workforce of skilled and experienced professionals within our organization, we can guarantee consistent service excellence and a deep understanding of our clients' unique needs. This commitment to in-house expertise enables us to deliver exceptional value and ensures that our clients receive the highest level of service and support.

To determine the pricing for recurring work, we take into account various factors such as the scope of the project, the complexity of the work involved, the resources required, and the level of expertise needed. We also consider market conditions and industry benchmarks to ensure our pricing remains competitive.

Additionally, we believe in open and honest communication with our clients. We work closely with them to understand their specific needs and goals, and we tailor our pricing accordingly. Our aim is to provide flexible pricing options that meet the unique requirements of each client, while ensuring the quality and consistency of our services.

If the Village of Palmetto Bay would like a multi-year performance guarantee, we are amenable. Please see the sample performance guarantee below:

Tasks	1	2	3	4	5
Act as a consultant for the Plan				☑	
Assist in benefit plan design					☑
Help manage relationships with providers and ongoing review of service levels					☑
Provide Advice and Guidance to participants of the plan				☑	
Educate participants during new hire and open enrollment					☑
Assist with companywide wellness initiatives				☑	

Weighted Grade	% Compensation Returned
3.01 to 5.9	0%
2.76 to 3.0	3%
2.51 to 2.75	6%
2.0 to 2.5	9%
Below 2.0	12%

16. Annual Cost Estimate:

Future Cost Projections

Cost projections are a primary part of our core financial management services. We provide annual budgeting and employee contribution modeling as part of our renewal services using our proprietary underwriting tools and supporting actuarial cost models. We also prepare quarterly financial dashboards that report current actual cost to budget results and use the most recent actual costs to re-project whether year-end budgets will be met. We use the year-end projections to begin forecasting the likely cost adjustments for the next renewal and budget cycles.

As part of our strategic planning process, we use our proprietary modeling tools to develop three- and five-year projections of future medical/Rx costs under the current funding, contribution, and plan design structures. We use our model to determine the financial impact of various cost management and benefits changes and continue running annual projections until your three and five-year fiscal goals are achieved. This forecasting gives you unique abilities to plan your future medical/Rx plan costs and fine-tune the modeling in future years if actual results differ from the assumptions. Your annual budgets are always aligned with your fiscal goals.

Our process for setting budget rates and employee contributions is largely dependent upon the funding structure of your integrated programs. Most regional market and some national market employers elect to insure their medical plans for many reasons. For those clients in experience rated programs, the underwriting, and data analysis processes are very similar to those employed for self-insured plans. An understanding of cost drivers, appropriate trend factors, and acceptable expense ratios is critical.

Your senior underwriter and underwriting team provide the financial analysis, reporting, forecasting, and cost projection services including:

- **Calculating reserves:** Using actual claims experience and actuarial cost tables, the underwriters determine appropriate reserve accruals that reflect incurred but not yet reported claims costs and, for disability plans, future benefits payments liabilities.
- **Performing claims cost and utilization analysis:** Our underwriters analyze historic claims cost and prevalence trends to identify key cost drivers and develop cost management strategies.
- **Preparing actual vs. budget cost reporting:** We have standard reporting systems that compare the actual monthly claims costs with budgeted costs, so you always know the current financial status of self-funded plans.

The negotiated next-year rates and fees of the incumbent insurers/vendors will be fully reported for your review and records. In addition, we prepare premium-equivalency rates for self-funded plans and annual budget projection.

17. Reporting Commission:

MMA prides itself on being an industry leader including in the area of transparency and compensation disclosure. We believe you should understand how we are paid and understand the services we are providing for the compensation we receive. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

We are compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. MMA may receive compensation through one or a combination of the following methods:

- **Retail Commissions –** A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy.
- **Client Fees –** Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set thresholds for all or some of the policies the insurance producers place with the insurer during the current year. The set thresholds may include volume, profitability, retention and/or growth metrics.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured.

MMA always provides a compensation transparency disclosure agreement at each renewal. Our team is happy to provide it whenever is required by the Village of Palmetto Bay.

18. Informational Publications

As an employer, you spend a lot of money on your employee benefits program. It's important to have a strong communication strategy that not only illustrates a sense of value to employees about their benefits package, but also affords them the ability to make more informed benefit decisions.

MMA will work with Village of Palmetto Bay to develop a strategic communications plan that meets the broad-reaching communication preferences of your employee population with our suite of multimedia, multi-generational communication resources. These will help you better educate your employees, enrich your benefits program, and equip your human resources team with effective communication tools.

Our customized approach to employee communication and enrollment allows us to develop communications either in-house or in collaboration with your carriers that help your employees make these crucial decisions. Our in-house design capabilities coupled with our deep benefits knowledge allows us to create an enrollment and engagement solution that is a perfect fit for your unique needs—one that reflects Village of Palmetto Bay's style and culture.



Your MMA team will manage every aspect of the open enrollment process for all benefit offerings, beginning with a comprehensive project plan to ensure that all deliverables and deadlines are met. Following open enrollment, we will deploy our ongoing communication deliverables focused on year-round employee engagement. MMA will help you develop a strategy and calendar of communications that may include a combination of:

- Print and digital customized enrollment and benefit guides
- Professional and comprehensive new hire package
- Educational and benefits focused PDF's, Brainshark's, e-Mail blasts, posters, flyers, Etc.
- In-person and virtual benefits and well-being fairs
- Custom employee engagement survey

Section B: Information and Experience of the Assigned Staff

1. **Dedicated Service Team – The Right People**



Max Miller
Senior Vice President- Project Lead
Max.Miller@MarshMMA.com | 813-833-1218

Max Miller has a specific focus on helping local government organizations manage their insurance program. Cost containment is a strong focus of Max's. To that end, he has implemented and managed strategic initiatives that range from wellness programs to alternate funding mechanisms to implementing an employer sponsored on-site clinic. Max brings innovative solutions and proven strategies together to help public entities optimize Employee Health and Benefits for employees while controlling costs for the organization.
Max is responsible for the big picture success of each group benefits account he serves. He is the front line of communication with the clients and will be the "coordinator" of all MMA Services. Max's responsibilities include developing long-term strategies, renewal management, compliance, vendor coordination, funding/claims analysis, and wellness initiatives. He currently holds a 2-15 Life, Health, and Variable Annuity license, a 2-20 General Lines Agent (P&C/WC), the CIC Designation (Certified Insurance Counselor), the CLCS Designation (Commercial Lines Coverage Specialist) and is an Eagle Scout. He graduated with a degree in Risk Management and Insurance from Florida State University. Marsh McLennan is a strong supporter of the Florida Association of Special Districts and Max participates in all FASD events.



Halle Reynolds
Sales Executive - Project Lead
Halle.Reynolds@MarshMMA.com | 727-366-6495

Halle Reynolds is a highly accomplished professional with a strong commitment to public service and a deep understanding of the intricacies of the public sector. With a passion for making a positive impact on society, Halle has dedicated her career to working in the public sector and driving meaningful change. In her current role as a Public Sector Consultant, Halle continues to make a significant impact by advising government agencies on policy formulation, program evaluation, and organizational development. Her expertise and insights have been sought after by decision-makers at all levels of government, who value her ability to provide innovative solutions to complex challenges. She currently holds a 2-15 Life, Health, and Variable Annuity license, a 2-20 General Lines Agent (P&C/WC). Halle's commitment to public service extends beyond her professional endeavors. She actively engages with local communities, advocating for social justice and equity. She graduated with a degree in Actuarial Science from Florida State University.



Rachel Saunders
Account Manager

Rachel focuses on providing dedicated, daily customer service support to our clients and their employees. She assists with billing issues, claims, new hire enrollments, changes in coverage, carrier disagreements, terminations, vendor management, coordinating wellness events and most general account issues. Rachel can assist in monthly bill audits to ensure employee deduction accuracy.



Angela Ridgway, RHU
Benefits Consultant

Angela will be responsible for the overall strategic direction of your benefits program as a whole. She will help form the 3 to 5 year strategy for Village of Palmetto Bay. Angela also monitors any new compliance concerns and actively advises clients on how they can improve their Employee Benefits Plan.



Marianela Brodene
Benefits Communications Specialist

Marianela focuses on the Open Enrollment process for Bouchard's key clients. Her duties include creating educational materials, coordinating of group meetings and webinars, on-site assistance for employees during open enrollment and the transition to and management of technology-based enrollment systems.



Rachel Ciresi
Employee Health & Benefits Supervisor

Rachel graduated from Florida State University with a bachelor's degree in professional sales and Management. She serves as a Senior Marketing Analyst on our Employee Benefits team and joined MMA in 2018. Rachel is responsible for the oversight of the marketing process from beginning to end.
She is the front-line communication between our internal team and our carrier partners. Some of Rachel's responsibilities includes corresponding with carriers, reviewing and negotiating plan designs and rates, creating client proposals, and ensuring everyone meets deadlines.



Kevin Reilly
Technology Analyst

Kevin leads our internal technology team that is responsible for Benefit Administration System implementation, integrations, trainings and maintenance. His team is responsible for getting Open Enrollment booklets created, sending enrollment elections to the carriers and updating our internal systems.



Cam Potter
Employee Health & Benefits Practice Leader

As the Benefits Practice Leader for Bouchard Insurance Cam leads the benefits department with responsibility for overseeing account management, marketing, compliance, communication, eligibility and data analytics. He has over 25 years of industry experience in benefits management, including roles with carriers and consulting organizations.



Shawn Nass
Group Benefits Service Manager

Shawn is responsible for direct oversight of our, account managers, benefit consultants, and CSR team as well as serving as a compliance liaison with the MMA Compliance Center of Excellence. Shawn has assisted employer groups with benefits administration technology, compliance, marketing, wellness and virtually every other aspect of their employee benefits strategic planning.



Monte Masten MD, MBA, MPH
Chief Medical Officer

Monte provides the clinical expertise that supports MMA's PATH program. His team has the ability to provide state of the art data analytics, local clinical expertise, and strategies to drive actional outcomes



Peter Schultz, ASA, MAAA
Director of Actuarial Services

Peter leads our team of in-house actuaries who put together custom solutions and models that will allow clients to innovate, adapt, and set strategies to reach their business goals. He helps clients understand their risks and helps them to stay on top of the ever-evolving benefits landscape.



Christopher Beinecke
National Compliance Leader

Christopher manages MMA's Health and Welfare Compliance Team. This team provides clients everything needed to ensure their Health and Benefits offering is in compliance. His team is available for ad-hoc consultation. They also provide on-going notifications of any compliance changes.

Dedicated Staff Backup
250 Licensed and Credentialed Insurance Professionals

Should one of the aforementioned service team members be unavailable, a backup point of contact will always be dedicated to take over their responsibilities.

2. Established Relationships with Major Carriers

Each individual listed above holds the necessary licenses, certifications, and appointments with the four major medical carriers, as well as all ancillary carriers. This comprehensive coverage ensures that our team members possess the required qualifications and authorizations to effectively navigate and represent our clients' interests within the insurance industry.

For specific details regarding the capacity of each medical carrier relationship, we kindly direct your attention to question 8 of the provided documentation. This section provides in-depth information on the capabilities and strengths of our relationships with the respective medical carriers. It outlines the depth of our partnerships, the range of services offered, and the level of support we can provide to our clients.

3. Other Clients to Assigned Personnel

To ensure that our clients receive the attention and support they deserve, we have implemented a meticulous client management strategy. Our servicing team is carefully structured to maintain a manageable workload, with each team member responsible for no more than 25 clients at any given time. This deliberate approach allows us to avoid overloading our team and ensures that we can dedicate ample time and resources to each client, guaranteeing the provision of top-notch service.

In addition, we have adopted a specialized approach to team alignment. Rather than organizing our teams based on geographical client distribution, we have chosen to align them by industry niche. This means that our team exclusively focuses on serving municipal clients throughout Florida, spanning from Okaloosa County to Monroe County. By concentrating our expertise and resources within this specific industry and geographic scope, we can offer a deep understanding of the unique challenges and opportunities faced by municipal clients in this region.

Section 3 – Licenses

Attached in the Appendix

Section 4 – References

Public Sector References
Managed by Village of Palmetto Bay's Direct Service Team

City of Kissimmee

101 Church Street, Kissimmee, Florida 34741

Roxane Walton – Human Resources Director – (407) 847-2821 Roxane.Walton@Kissimmee.gov

- Employee Benefits, Property Casualty, Workers Compensation
- Contract Value (Employee Health and Benefits Only) $103,000
- 2004 – 2009 , 2011 - Current
- Successful Initiatives: Monetary Savings, Increased Understanding of Claims/Spend, Wellness Program, On-Site Clinic Vendor RFP and Implementation, Monthly Claims Reviews

East Lake Tarpon Special Fire Control District

3375 Tarpon Lake Blvd. Palm Harbor, FL 34685

Chief Jason Gennaro – Fire Chief - (727) 784-8668 JGennaro@ELFR.org

- Employee Benefits, Property Casualty, Workers Compensation
- Contract Value (Employee Health and Benefits Only) $38,000
- 2013 – Current
- Successful Initiatives: Plan Design Strategy (to drive behavior), Alternate Funding Mechanisms

Toho Water Authority

951 Martin Luther King Blvd. Kissimmee, FL 34741

Karen Rentz – Chief People Officer – (407) 944 -5176 Krentz@TohoWater.com

- Employee Benefits, Property Casualty, Workers Compensation
- Contract Value (Employee Health and Benefits Only) $100,000
- 2011 – Current
- Successful Initiatives: Wellness Program, Benchmarking, Plan Amendment (to cover all cancer screenings at 100%), HRA administration.

Appendix

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AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ON-DEMAND RIDERSHIP SERVICES; APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE USE OF ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo for ILA.doc
Reso for ILA.docx
ILA-Municipal On-Demand Services.pdf
freebee.PNG
Freebee2.PNG

To: Honorable Mayor and Village Council

Date: June 14, 2024

From: Nick Marano, Village Manager

Re: Approval of an Interlocal Agreement with Miami-Dade County for on-demand transportation services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ON-DEMAND RIDERSHIP SERVICES; APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE USE OF ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Dionisio Torres)*

BACKGROUND AND ANALYSIS:

The Village wishes to enhance local mobility through the provision of locally operated on-demand public transportation services. These services provide the Village with an opportunity to match the local travel needs of the residents while improving first and last mile connectivity**.** The provision of these services can help minimize the need for specialized transportation services by the Village. Formalizing the partnership between the Village and an on-demand service through an Interlocal Agreement with Miami-Dade County is essential for the effective operation of this transportation service within the municipality.

FISCAL IMPACT:

The Village received funding from the People's Transportation Plan (PTP) in the amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00).

Attachments:

A. Interlocal Agreement with Miami-Dade County
B. Freebee Service Map
C. Freebee Span of Service Schedule

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ON-DEMAND RIDERSHIP SERVICES; APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR THE USE OF ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Dionisio Torres)*

WHEREAS, the Village wishes to enhance local mobility through the provision of locally operated on-demand public transportation services; and

WHEREAS, these services provide the Village with an opportunity to match the local travel needs of the residents while improving first and last mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the Village; and

WHEREAS, formalizing the partnership between the Village and an on-demand service through an Interlocal Agreement with Miami-Dade County is essential for the effective operation of this transportation service within the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute an interlocal agreement with Miami-Dade County for the use of on-demand transportation services.

Section 2. The Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ___ day of July 2024.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Interlocal Agreement Between
Miami-Dade County and VILLAGE OF PALMETTO BAY
For the Provision of On-Demand Services

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and VILLAGE OF PALMETTO BAY', a municipal corporation of the State of Florida, hereinafter referred to as "the Municipality".

WITNESSETH:

WHEREAS, the Municipality wishes to enhance local mobility through the provision of locally operated On-demand public transportation services; and

WHEREAS, these services provide the Municipality with an opportunity to match the local travel needs of the residents while improving first and last mile connectivity; and

WHEREAS, the provision of these services can help minimize the need for specialized transportation services by the County; and

WHEREAS, the proposed fixed-route service will complement the existing Miami-Dade Department of Transportation and Public Works (DTPW) bus routes and help increase the use of these regional services; and

WHEREAS, the Municipality has sponsored and is willing to provide an alternative form of supplemental public transportation throughout the Municipality and has secured and obligated the necessary funds to provide;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Municipality agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "A.D.A." shall mean the Americans with Disabilities Act of 1990, as amended

1.2 "Contractor" shall mean any entity, public or private fixed-route public transportation services as described in this Agreement under contract to the Municipality.

1.3 "On-demand" shall mean flexible routing with dynamic vehicle dispatching where origination or destination of the trip is a South Dade Transitway bus shelter, a Metrorail Station, or a public transit park-and-ride facility and the trip is no longer than five (5) miles in distance.

1.4 "The County" shall include Miami-Dade County, the Miami-Dade Department of Transportation and Public Works Miami-Dade. Consumer Services Department, and authorized representatives thereof.

1.5 "The Municipality" shall mean 'VILLAGE OF PALMETTO BAY' and authorized representatives thereof.

1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.

1.7 "DTPW" shall mean the Miami-Dade Department of Transportation and Public Works and authorized representatives thereof.

1.8 "US DOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.

1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.

1.10 "PTRD" shall refer to the Passenger Transportation Regulatory Division of DTPW.

1.11 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.

1.12 "Fares" for the on-demand service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance. "On-demand" section 29-124 of the Code of Miami-Dade County provides that municipalities of may fund on-demand transportation services as defined in the section 212.055(1) (e), Florida Statues.

1.13 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable On-demand service to disabled individuals as mandated in the A.D.A..

1.14 "Park-and-Ride Facility" Shall mean parking lots, garages, or other structures where the public can park their vehicles and board public transit, which includes but is not limited to buses and rail.

ARTICLE 2

GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The Municipality and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of the On-demand service. The Municipality shall be responsible for requiring compliance of its employees, contractors, and agents with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by DTPW/PTRD. The Municipality shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 The County Regulatory Requirements. Prior to the commencement of the On-demand service under this Agreement, the Municipality and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the County Code. The Municipality and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Municipality or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.

2.3 Vehicle Licensing. All vehicles utilized to provide On-demand service shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by DTPW/PTRD.

2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by DTPW/PTRD. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including A.D.A..

2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by DTPW/PTRD.

2.6 Proof of Compliance Prior to Operation. The Municipality and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the County Code, state statute or federal law prior to commencement of the On-demand service.

2.7 Purchase of Services/Sole Responsibility. The parties concur that this Agreement is a contract for the provision of On-demand service provided by the Municipality for the benefit of residents of the Municipality and of the County. Municipality employees, agents and contractors providing On-demand services shall be considered to be, at all times, solely employees, agents or contractors of the Municipality under its sole direction and not employees, agents or contractors of the County.

2.8 Compliance with A.D.A.. The Municipality's On-demand service shall comply with all applicable requirements of the A.D.A.. The Municipality and the County recognize their joint obligation to provide STS in the area served by the Municipality's On-demand service. In fulfillment of the Municipality's obligation, the Municipality hereby allows the County to provide STS service at no cost to the Municipality. To the extent that any terms in the Agreement are in conflict with A.D.A., the requirements of the A.D.A. shall control.

2.9 Compliance with Procurement Requirements. The Municipality agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

2.10 County's Right to Submit Proposals and Bids. The County shall be notified and given the opportunity to bid upon any Requests for Proposals (RFP), Requests for Qualifications (RFQ), or requests for bids issued by the Municipality for provision of services pursuant to this Agreement.

2.11 Drug-free Workplace and Testing. In accordance with the County Code, the Municipality shall certify that it will have dug-free workplace program. Further, the Municipality shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by U.S. D.O.T., related to transit operation. Effective upon execution of the Agreement, the Municipality shall require that its employees or contractor if applicable, comply with all applicable requirements of the U.S. D.O.T. regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the US DOT regulation, the requirements of the U.S. D.O.T. shall control.

2.12 Municipality Representative. The Municipality shall designate individual(s) to act as liaison to the County and notify the County thereof. The Municipality shall promptly notify the County of any changes.

2.13 County Representative. The County shall designate individual(s) to act as liaison to the Municipality and notify the Municipality thereof. The County shall promptly notify the Municipality of any changes.

2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the

signatures of the County Mayor or designee and the Mayor of the Municipality, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the County Code, may be approved by the County Mayor or designee and the Municipality Manager or their designees.

3.1 Provision of On-demand Services. The Municipality shall provide On-demand service as contained in Exhibits 1 and 2 attached herein. Such service plan must be subject to public input and approval by DTPW prior to implementation. Public notices shall comply with Title VI requirements, per Section 8.3 of this Agreement.

In addition, the Municipality must notify the County under the following circumstances:

1) Prior to raising fares;

2) If the Municipality decides to site or locate a vehicle storage facility, maintenance facility or operations center which requires land acquisition or the displacement of persons from their residences and businesses for which a National Environmental Policy Act (NEPA) process has not been completed (NOTE: A facility does not include bus shelters, transit stations or power substations);

3) Prior to the submission of the Municipality's Title VI Plan, the Public Participation Plan must be reviewed and approved by the County's Office of Civil Rights and Labor Relations for the DTPW. The plan must include an outreach plan to engage the Municipality's pre-determine traditionally underserved community; or

4) Prior to conducting either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for new projects.

3.2 Fares. The Municipality shall operate the On-demand service charging a fare in accordance with public transit fares established by the Municipality's legislative board, as may be modified from time to time. Initially no fare shall be collected until such a time as the Municipality's legislative board enacts an Ordinance with an alternative fare structure.

If an alternate fare structure is enacted, the Municipality shall accept all DTPW passes, transfers, or identification entitling a passenger to ride a vehicle without paying any additional fare. Qualified passengers shall pay no fare. DTPW Easy Cards and Tickets, or identification entitling a passenger shall be accepted to enable passengers to ride the On-demand service without paying an additional fare.

3.3 Connection and Coordination with County Bus Routes. All Municipality On-demand services shall be designed to feed the regional transit service in the most efficient manner possible.

3.4 Operation of Routes in Their Entirety. The Municipality shall be responsible for ensuring that On-demand service is operated in its entirety with no deviation from the approved routes and schedules unless otherwise authorized by the County.

3.5 On-demand Service Information. The County shall provide information on the Municipality's On-demand service through DTPW's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.

3.6 Issuance of On-demand Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Municipality to DTPW.

3.7 Route Modifications. Before any major service change, including the development of new routes or route alignment changes greater than 20% (based on existing route alignment), the Municipality shall perform a technical analysis of proposed route alignments and schedules of the On-demand service. The proposed service shall not begin operation without first obtaining successful review and approval of DTPW, Service Planning and Scheduling Division. The Municipality shall follow DTPW's Procedures for Establishing Municipal On-demand Routes.

From time to time, the County may make significant adjustments to alignment of regional bus routes in order to improve service. In the event that these improvements result in combined (County bus service plus Municipality On-demand service) frequency of 29 minutes or less as defined in Chapter 31-102 of the County Code, the Municipality shall adhere to the route modification process establish herein.

3.8 Use of Logo. The Municipality may wish to design a logo uniquely identifying its On-demand service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the On-demand logo on the County's bus stop signs at all stops common to the Municipality and the County bus routes does not interfere with previously placed signage, and is done in coordination with DTPW staff. The Municipality shall be responsible for placing the logo on the pertinent signs.

3.9 Non-Interference and Non-Disturbance. The County and the Municipality hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing County Metrobus or Municipality On-demand in-service vehicles.

3.10 Miscellaneous. The Municipality or Municipality's Contractor shall provide adequate customer service training to its employees. Drivers, dispatchers and supervisors shall be subject to a training program inclusive of the recommended practices established by the American Public Transportation Association (APTA) in documents BTS-BO-RP-001-07 and BTS-BO-RP 0002-07 (copies have been previously been provided to the Municipality).

ARTICLE 4

RECORDS AND REPORTS

4.1 Reporting Requirements. The Municipality shall collect or assure the collection of the following information (based on anonymized data):

- Number of completed rides
- Average journey time
- Average distance per ride
- Average utilization (passengers per vehicle hour)
- Ridership (Average weekday, Saturday and Sunday)
- Vehicle miles driven
- Vehicle hours driven
- No show rate
- Cancellation rate
- Average wait time
- Average percentage of on-time pick up requests
- Average percentage of requested rides completed
- Top pick-up and drop-off locations
- Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
- Percentage of bookings shared

Reports shall be submitted to the County on a monthly basis. Additionally, the Municipality shall comply with any Federal and State reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in an aggregated format, including trends noticed. Monthly and quarterly reports shall be submitted to the County no later than the 15th day of the following month.

The Municipality shall meet or exceed DTPW's adopted service standards for On-demand transportation services.

4.2 Real Time Data. The Municipality agrees to provide to the County the real time On-demand service route information in a format approved by DTPW, or its successor department, such as provided by a Global Positioning System (GPS), and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third party applications.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Municipality is insured with a policy with the Florida League of Cities governmental entity subject to the limitations of Section 768.28, F.S. The Municipality shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The

Municipality shall collect and keep on file documentation of insurance of any and all private providers operating in the Municipality's On-demand service. In the event that the Municipality contracts with a private vendor for services, the Municipality shall require contractor to meet the insurance requirements shown in **Figure 1**, as minimum. The Municipality shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of On-demand service operations.

Figure 1
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.

2. Commercial General liability (occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).

3. Automobile Liability- $ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.

4. Excess Liability- $_____.00 per occurrence to follow the primary coverage.

5. The Municipality must be named as an additional insured on the liability policies and it must be named as an additional insured on the liability policies; and it must be stated on the certificate.

6. Other Insurance as indicated:

_____Builders Risk completed value	$_____
_____Liquor liability	$_____
_____Fire legal liability	$_____
_____Protection and indemnity	$_____
_____Employee dishonesty bond	$_____
___X__Other blanket fidelity bond	$ 10,000.00

7. Thirty days written cancellation notice required

8. Best's guide rating B+: VI or better, latest edition.

9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

6.1 The Municipality shall, to the extent permitted by law at all-time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Municipality and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Municipality shall resolve all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Municipality, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Municipality or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorney's fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Municipality from any liability or claim arising out of the negligent performance or failure of performance of the Municipality, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.3 In the event the Municipality contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the Municipality, be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Municipality or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Municipality, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The Municipality shall require that the contract between and Municipality and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Municipality or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Municipality from any liability or claim arising out of the negligent performance of the County and the Municipality, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

7.1 Grant Matching Funds. Grant Matching Funds. The Municipality may, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Municipality, may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Municipality for the Circulator service, or for expansion of the Circulator service, in future years.

It is the sole responsibility of the Municipality to determine the source and dollar amount per source of funds to comprise the total contribution to the County for the provision of the Cutler Bay Circulator services as required in this agreement.

7.2 In the event the County seeks federal or state funds and a condition of receipt of said funds is the provision of operating statistics for the National Transit Database, County may require Municipality to maintain and provide the necessary data. Municipality's Share of supplemental Federal Funding. Beginning with the first year in which the On-demand service's operating statistics are reflected in the National Transit Database, where those operating statistics result in new or supplemental funds are solely attributable to the On-demand service's properly reported operations, the County agrees to pay the Municipality its attributable share of federal formula funds received from U.S. D.O.T. no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Municipality from the County for the On-demand service, provided that the funds remitted to the Municipality herein shall be used for the expansion, enhancement or maintenance of the On-demand service program.

As used herein, the Municipality's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C, Section 5307, as may be amended from time to time, that the County received as a direct result of On-demand service provided by the Municipality pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply by .5 the Municipality's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for On-demand services which are comparable to the services provided herein, County may agree to amend this Agreement, if requested by the Municipality, to provide substantially equivalent favorable terms to the Municipality as those provided in such other County/ Municipality Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

8.1 Terms of Agreement. This Agreement shall commence upon approval of the County's Board of County Commissioners and the Municipality's legislative board and the execution by the County Mayor or designee and Mayor of the Municipality or designee, and shall remain in force for five years thereafter, renewals may be approved by the County Mayor or County Mayor's designee.

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Municipality as set forth herein shall only be implemented after the County and the Municipality have entered into a written agreement describing the changed services, and the provisions of the County Code have been exercised.

8.3 Title VI and VII Civil Rights Act of 1964. The Municipality and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement. The Municipality and its Contractor agree to comply with any portion of the Title VI and VII of the Civil Rights Act of 1964 applicable to the operation of this route.

The Municipality shall guarantee adequate public engagement prior to establishing a new or modifying an existing Municipality On-demand service. The following steps must be performed: 1) Advertise a notice of public hearing in English and Spanish; and 2) Conduct a minimum of one public hearing that gives the community an opportunity to voice their opinion concerning the proposed service. The Municipality shall provide to the County proof of newspaper Ad, and meeting minutes or adopted resolution.

8.35 Americans with Disabilities Act (A.D.A.) Title II of 1990.
The Municipality, and its Contractors shall not discriminate against any person because of race, sex, religious background, ancestry, national origin or disability in the performance of the Agreement. The Municipality and its contractors agree to comply with all parts of the A.D.A. Title II applicable to the operation of this route. Furthermore, the Municipality, prior to putting into place and operating this route, shall provide the following evidence to the County of compliance with Tittle II of the A.D.A. as mandated by the Code of Federal Regulations Title 49 Parts 27.13 and 27.15:

1. The name and contact information of the Municipality's A.D.A. Coordinator.
2. Evidence of A.D.A. notice posted in an accessible format on the Municipality's website.
3. The A.D.A. notice shall be comprised of the following:
   a. Notice of nondiscrimination on the basis of disability (see Appendix X for sample),
   b. A.D.A. grievance procedure.
   c. An online contact form if applicable.
   d. Accessible contact information of the designated A.D.A. Coordinator, including phone number and email address.

8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when On-demand service operations are in violation of health and/or safety-related provisions of state statutes or the County Code, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination was delivered.

8.5 Termination without Cause. The County or the Municipality may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Municipality terminates this Agreement with or without cause, the Municipality agrees to reimburse the County on a prorated basis for any financial assistance it has received for the On-demand service for the year.

8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade County Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136
Attention: Director
Fax: (786) 469-5406

FOR MUNICIPALITY

Village of Palmetto Bay
9705 East Hibiscus Street Phone: 305-259-1234
Palmetto Bay FL 33157

8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.

8.8 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.

8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

By: _____

Village of Palmetto Bay
A Municipal Corporation of
the State of Florida

By: _____ Village Manager
Name, Title

Date
5/16/24

ATTEST:

Miami-Dade County, a political
Subdivision of the State of Florida

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
DEPUTY CLERK

By Its Board of County
Commissioners

By: _____
Daniella Levine Cava
Miami-Dade County Mayor

Date

Approved by County Attorney as
to form and legal sufficiency _____

Approved by City Attorney
as to form and legal sufficiency _____

Exhibit 1 (Service Area Map)

Exhibit 2 (Span of Service Schedule)

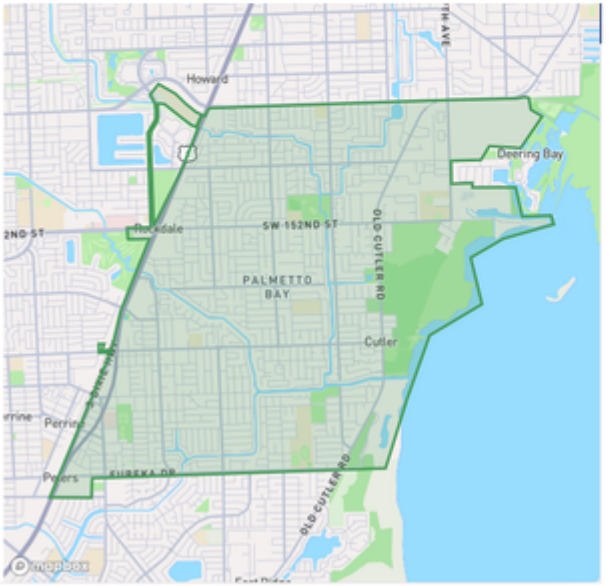
Palmetto Bay

Info

Hours of Operation:

Monday - Saturday: 7am - 7pm
Sunday: No Service




Howard
Deering Bay
SW 152ND ST
Rockdale
PALMETTO BAY
OLD CUTLER RD
Cutler
Perrine
Pevers
EUREKA DR
OLD CUTLER RD
mapbox

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	July 1, 2024
SUBMITTED BY:	Alessia Bencomo, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THREE (3) CONTRACTORS TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-11-009; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DEBRISTECH, LLC, DISASTER PROGRAM AND OPERATIONS, INC., AND INSIGHT PLANNING AND DEVELOPMENT, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - Disaster Debris Monitoring Services.doc
Reso - Disaster Debris Monitoring Services.doc
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Score Sheets.pdf
Exhibit C - RFQ# 2024-11-009 Disaster Debris Monitoring Services.pdf
Exhibit D - Proposal - DebrisTech, LLC.pdf

Exhibit E - Proposal - Disaster Program & Operations, Inc..pdf
Exhibit F - Proposal - Insight Planning & Development, LLC.pdf

To: Honorable Mayor and Village Council

Date: June 14, 2024

From: Nick Marano, Village Manager

Re: Disaster Debris Monitoring Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THREE (3) CONTRACTORS TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-11-009; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DEBRISTECH, LLC, DISASTER PROGRAM AND OPERATIONS, INC., AND INSIGHT PLANNING AND DEVELOPMENT, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

The Village may experience destruction of property resulting from hurricanes, floods, tornadoes, and other weather-related events as well as other natural disasters. The Village published an RFQ# 2024-11-009 Disaster Debris Monitoring Services and received three (3) proposals. The selection committee reviewed all the proposals and ranked the top three (3) to execute an agreement with these contractors and have them ready for hurricane season.

FISCAL IMPACT:

Fiscal impact will be determined based on the natural disaster or other weather-related events.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFQ# 2024-11-009 Disaster Debris Monitoring Services
D. Proposal – DebrisTech, LLC
E. Proposal – Disaster Program & Operations, Inc.
F. Proposal – Insight Planning & Development, LLC

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THREE (3) CONTRACTORS TO PROVIDE DISASTER DEBRIS MONITORING SERVICES TO THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2024-11-009; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DEBRISTECH, LLC, DISASTER PROGRAM AND OPERATIONS, INC., AND INSIGHT PLANNING AND DEVELOPMENT, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

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

WHEREAS, it is imperative that the Village has "standby agreements" with a minimum of three (3) contractors to provide monitoring services; and

WHEREAS, on April 30th, 2024, the Village published an RFQ# 2024-11-009, "Disaster Debris Monitoring Services" with an agreement term for a period of three (3) years, with an option to renew for an additional year thereafter not to exceed five (5) consecutive years at the sole discretion of the Village; and

WHERAS, on May 31st, 2024, the Village received a total of three (3) proposals, and a selection panel graded and ranked the top three (3) contractors to enter into a contract: DebrisTech, LLC, Disaster Program & Operations, Inc., and Insight Planning & Development, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute agreements with the top three (3) ranked Proposers: DebrisTech, LLC,

Disaster Program & Operations, Inc., and Insight Planning & Development, LLC.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 6/14/2024

RFQ#: 2024-11-009 **Item/Service:** Disaster Debris Monitoring Services

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of three (3) proposals received; DebrisTech, LLC, Disaster Program & Operations, Inc., and Insight Planning & Development, LLC.

II. Recommendation:

a. Which proposal is being recommended?

1st: DebrisTech, LLC
2nd: Disaster Program & Operations, Inc.
3rd: Insight Planning & Development, LLC.

b. Does the responses being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____
If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes ____ No _____ (Not Applicable)

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

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held July 1, 2024.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 6/14/24

Nick Marano, Village Manager

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

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		DebrisTech, LLC			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	D. Torres 28	D. Casals 25	W. Fowler 30	
Evaluation Criteria No. 2: Similar Projects/References	10	D. Torres 9	D. Casals 9	W. Fowler 10	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	D. Torres 23	D. Casals 23	W. Fowler 25	
Evaluation Criteria No. 4: Operational Plan	15	D. Torres 13	D. Casals 14	W. Fowler 15	
Evaluation Criteria No. 5: Price Schedule	20	D. Torres 20	D. Casals 20	W. Fowler 20	
TOTAL	**100**	**93**	**91**	**100**	**94.66666667**

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		Disaster Program & Operations, Inc.			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	D. Torres 28	D. Casals 24	W. Fowler 30	
Evaluation Criteria No. 2: Similar Projects/References	10	D. Torres 9	D. Casals 8	W. Fowler 10	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	D. Torres 24	D. Casals 24	W. Fowler 25	
Evaluation Criteria No. 4: Operational Plan	15	D. Torres 14	D. Casals 14	W. Fowler 15	
Evaluation Criteria No. 5: Price Schedule	20	D. Torres 15.58	D. Casals 15.58	W. Fowler 15.58	
TOTAL	**100**	**90.58**	**85.58**	**95.58**	**90.58**

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		Insight Planning & Development, LLC			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	D. Torres 27	D. Casals 20	W. Fowler 25	
Evaluation Criteria No. 2: Similar Projects/References	10	D. Torres 8	D. Casals 6	W. Fowler 8	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	D. Torres 22	D. Casals 22	W. Fowler 25	
Evaluation Criteria No. 4: Operational Plan	15	D. Torres 13	D. Casals 13	W. Fowler 10	
Evaluation Criteria No. 5: Price Schedule	20	D. Torres 6.86	D. Casals 6.86	W. Fowler 6.86	
TOTAL	**100**	**76.86**	**67.86**	**74.86**	**78.19333333**

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		DebrisTech, LLC	Disaster Program & Operations, Inc.	Insight Planning & Development, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	28	28	27	
Evaluation Criteria No. 2: Similar Projects/References	10	9	9	8	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	23	24	22	
Evaluation Criteria No. 4: Operational Plan	15	13	14	13	
Evaluation Criteria No. 5: Price Schedule	20	20	15.58	6.06	
	100	93	90.58	76.06	
Reviewer Signature:					
Date: 06/18/2024					

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		DebrisTech, LLC	Disaster Program & Operations, Inc.	Insight Planning & Development, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	25	24	20	
Evaluation Criteria No. 2: Similar Projects/References	10	9	8	6	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	23	24	22	
Evaluation Criteria No. 4: Operational Plan	15	14	14	13	
Evaluation Criteria No. 5: Price Schedule	20	20	15.5B	6.B6	
	100	91	85.5B	67.B6	
Reviewer Signature:		Danny Casals			
Date:		6/13/2024			

RFQ# 2024-11-009 Disaster Debris Monitoring Services - Evaluation Committee					
		DebrisTech, LLC	Disaster Program & Operations, Inc.	Insight Planning & Development, LLC	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Qualifications & Relevant Experience	30	30	30	25	
Evaluation Criteria No. 2: Similar Projects/References	10	10	10	8	
Evaluation Criteria No. 3: Key Personnel Qualifications and Experience in Debris Monitoring	25	25	25	25	
Evaluation Criteria No. 4: Operational Plan	15	15	15	10	
Evaluation Criteria No. 5: Price Schedule	20	20	15.58	6.06	
	100	100	95.58	74.06	
Reviewer Signature:		William Fowler			
Date:		6/13/2024			

RFQ COST POINTS

Note regarding price: The Company providing the lowest cost to the Village will receive the maximum number of points. Others will be awarded per formula shown at bottom of page.

RFQ Name:	Disaster Debris Monitoring Services
RFQ Number:	2024-11-009
Total RFQ Points:	20

	Company Name	Average Cost	Points Awarded
Lowest Cost:	DebrisTech, LLC	$40.50	20.00
2nd lowest:	Disaster Program & Operations, Inc.	$52.00	15.58
3rd lowest:	Insight Planning & Development, LLC	$118.00	6.86

FORMULA:

2nd lowest cost - lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points - Z = Points assigned to 2nd lowest

RFQ COST POINTS BREAKDOWN

RFQ Name:	Disaster Debris Monitoring Services
RFQ Number:	2024-11-009
Total RFQ Points:	20

Company Name	Item	Description	UOM	Hourly Cost
DebrisTech, LLC	1	Project Manager	Each	$65.00
	2	Debris Monitor Supervisor	Each	$55.00
	3	Debris Monitor	Each	$42.00
	4	Data Entry Clerk	Each	$ -
				$40.50

Company Name	Item	Description	UOM	Hourly Cost
Disaster Program & Operations, Inc.	1	Project Manager	Each	$95.00
	2	Debris Monitor Supervisor	Each	$45.00
	3	Debris Monitor	Each	$38.00
	4	Data Entry Clerk	Each	$ 30.00
				$52.00

Company Name	Item	Description	UOM	Hourly Cost
Insight Planning & Development, LLC	1	Project Manager	Each	$205.00
	2	Debris Monitor Supervisor	Each	$160.00
	3	Debris Monitor	Each	$55.00
	4	Data Entry Clerk	Each	$ 52.00
				$118.00

REQUEST FOR QUALIFICATIONS

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Disaster Debris Monitoring Services

RFQ NO.:

2024-11-009

DUE DATE:

Friday, May 31st, 2024 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Tuesday, April 30th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

REQUEST FOR QUALIFICATIONS (RFQ)
Disaster Debris Monitoring Services
No. 2024-11-009

The Village is seeking to procure a qualified and experienced contractor with extensive expertise in Disaster Debris Monitoring Services as required by the RFQ. Contracts issued resulting from this RFQ shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFQ will be activated or any work will be performed. The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Friday, May 31st, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Disaster Debris Monitoring Services RFQ# 2024-11-009"**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE (RFQ# and Name)**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A pre-submission meeting is scheduled for **Tuesday, May 14th, 2024, at 11:00 a.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Tuesday, April 30th, 2024**. All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFQ's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Disaster Debris Monitoring Services (the "Project")

The contractor must handle debris management activities in the Village in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), and Miami-Dade County in conjunction with the Village's needs. The contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other Federal Agencies, and other State relief programs regulations regarding eligibility.

As such the Village is soliciting sealed proposals to establish an on call comprehensive Disaster Debris Monitoring Services Contract with qualified and experienced Proposer(s). The successful Proposer for this project will provide supervisory personnel who will provide site monitoring services as the debris is picked up and loaded at various disaster sites throughout the Village as well as provide monitoring services at the designated debris delivery dump sites. The successful Proposer shall provide forms and services for reporting manifests, load tickets, daily reports, reconciliation reports and truck/equipment measuring sheets. The successful Proposer shall also provide employee hourly analysis reports, including mileage, for its own employees. All monitoring services shall be performed to FEMA and Village standards.

The response of the selected contractor(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the Village shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies. Contract services resulting from this RFQ shall be performed on an "as needed basis" following a declaration of emergency and task assigned with specific contract Work Orders for an initial period of one (1) year. Response activation will be through issuance of a Work Order.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 under the Public Assistance Program. The successful Proposer must adhere to all Federal grant requirements of FEMA. All procurement and contracting for these services shall follow state and federal regulations including 2 CFR, Part 200; 24 CFR Part 85; 24 CFR Part 570.489, 570.490, 570.502, 570.506, 570.508 & 570.509.

Contractor(s) is advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFQ. Proposals shall be prepared in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

Prior to the submittal of a proposal, contractor(s) are advised to carefully examine the following:

- General Terms and Conditions
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation
- The Contract Document

Community Profile

The Village is a municipality in Miami-Dade County, Florida. The Village incorporated on September 10th, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to over twenty-four thousand four hundred sixty-nine (24,469) residents. The Village covers eight-point eight (8.8) square miles of land with approximately one hundred eighteen (118) centerline miles of streets. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay on the east and Unincorporated Miami-Dade County on the west. To learn more about the Village, please visit our official website at www.palmettobay-fl.gov.

Background Information

The most recent declared disaster in which the Village required debris pickup was Hurricane Irma, with a total debris pickup of two hundred forty thousand four hundred sixty-two (240,462) cubic yards.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFQ specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFQ specifications.

3.02 Errors and Omissions in RFQ

Proposer is responsible for reviewing all portions of this RFQ, including all terms of the RFQ and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFQ or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFQ

Inquiries regarding the RFQ, including requests for clarification of the RFQ, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or posted to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Tuesday, May 21st, 2024, no later than 3:00 p.m. The Addendum will be posted by Friday May 24th, 2024, no later than 3:00 p.m. on Vendor Registry.

3.04 Addenda to RFQ

The Village may modify or clarify the RFQ, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the RFQ for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFQ. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFQ does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFQ;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFQ, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFQ shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFQ.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential Proposer and the Procurement Specialist regarding this proposal is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFQ.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village

and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

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

Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-bid to a contractor submitting a proposal, or who has quoted prices on materials to such contractor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other contractors submitting proposal.

3.17 Proposer Responsibilities

The contractor shall not look at the Village to pay for damages to the contractor's personal property, the contractors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.18 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFQ package.

3.19 Exceptions to this RFQ

Exceptions to scope of work shall be listed and explained on a separate page titled "Exceptions to Scope". This page shall then be attached and submitted at the same time

as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.21 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.22 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract.

3.23 Litigation

Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the Proposer intends on Subcontracting out all or any portion of the Project, the name of the proposed Subcontractor(s) is responsible for the terms of the Contract.

3.25 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or Subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold

harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

3.26 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.28 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.29 Work Delays

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the

Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village may, at the time of acceptance of the Work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

SECTION 3.1: Special Terms and Conditions for Receipt of RFQ

3.1 Required Clauses from Federal Emergency Management Agency (FEMA)
FEMA requires that the following terms and conditions be incorporated into this solicitation and subsequent contract. By submitting a proposal in response to this solicitation, the contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Key Definitions

1. **Federally Assisted Construction Contracts** Regulation 41 C.P.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. **Construction Work** The regulation at 41 C.P.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
    a. During the performance of this contract, the contractor agrees as follows:

        i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

3. The contactor shall send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, the Davis-Bacon Act, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

7. The contractor shall include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section

204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Copeland and Anti-Kickback Act

1. The contractor shall comply with 18 U.S.C. § 874, 40\ U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all these contract clauses.

3. **Breach** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.P.R. § 5.12.

C. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

1. **Overtime requirements** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

D. Clean Air Act
   1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et. Seq.

   2. The contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.

   3. The contractor agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars and Zero Cents ($100,000) financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act
   1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. Seq.

2. The contractor agrees to report each violation to the Village and understands and agrees that the Village will in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars and Zero Cents ($100,000.00) financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2. C.F.R. § 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. This certification is a material representation of fact relied upon by the Village. If it is later determined that the contractor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)

The contractor agrees to cooperate with the Village for the Village to recover as much of its debris removal cost as possible from the federal government, including FEMA, and to provide necessary documentation, including Certifications regarding lobbying. Currently, FEMA requires that the Village and all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose lobbying activities seeking to influence federal office, employees, members of Congress in connection with obtaining federal contract, grant or any other award covered by 31 U.S.C. § 1352. All contractors, by

submitting a proposal, agree to provide Certification regarding Lobbying as required by the federal government and/or its agencies.

H. Procurement of Recovered Materials

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

    i. Competitively within a timeframe providing for compliance with the contract performance schedule;

    ii. Meeting contract performance requirements; or

    iii. At a reasonable price

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/.

I. Access to Records

1. The contractor agrees to provide the Village, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions needed.

3. The contractor agrees to provide FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

J. Disaster Response Services (DRS) Seal, Logo, and Flags

The contractor shall not use the DRS seal(s), logos, crests, or reproduction of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government

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

M. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary. The following are the services necessary to satisfy the terms of the Contract agreement.

4.01 Scope of Work

A. The Village will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with local, state, and federal agencies responsible for debris operations. Depending on the size and complexity, local, state, and federal agencies may provide a representative and staff to the DMC, as necessary, to assure a proper level of coordination. The DMC will be the primary point of contact for the contractor and will resolve contract administration issues and disputes. The debris management expert is to provide assistance to the Village's Debris Manager and support the efforts of staff at the DMC.

B. Contractor shall;

1. Provide adequate number of professionals and qualified personnel to monitor approximately one (1) debris management area, within twenty-four (24) hours of notification. The contractor will be required to increase its staffing from this point depending on the severity of the debris generating event. At the discretion of the Debris Manager, the contractor may be required to replace any debris monitor. As part of this RFQ, the contractor must indicate and explain how they plan to supply adequate personnel to support this Scope of Work and must describe how they would hire additional personnel to meet the expanded needs of the Village.

2. Provide all debris monitors with appropriate personal protective equipment to include, but not limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements.

3. Provide the debris monitors with the means to communicate (cell phones, satellite phones, radio, etc.) with their supervisor or the DMC as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers and other contractors' personnel.

4. Provide temporary office space and temporary sanitary facilities as necessary.

5. Provide all personnel with vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals necessary to work up to twelve (12) hour days, and up to seven (7) days per week during an emergency. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits. All direct costs associated with monitoring (including those afore mentioned) shall be included in the labor rates.

C. Loading Site Monitoring Services

1. The primary function of the Loading Site Monitors is to approve debris load tickets for eligible debris cleared and removed at locations designated by the DMC.

2. The contractor shall, within twenty-four (24) hours of notification, be prepared to provide qualified on-site personnel to monitor debris removal operations throughout the Village. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately twelve to fourteen (12-14) hours per day, seven (7) days per week. The exact number and location of loading sites will be determined by the Debris Manager in coordination with the debris removal contractor.

   a. The contractor may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the DMC the day before beginning the work. The number of "Control Points" must be kept to a minimum and be located at a safe site along the primary haul road to the designated debris management site. The contractor must be prepared to provide a minimum of two (2) Loading Site Monitors to be stationed at each "Control Point". Each truck driver will provide a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be completed in accordance with established procedures and as a minimum contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the Village's Debris Management Site Monitor.

   b. The Loading Site Monitors shall accurately, and legibly complete tickets provided by the driver to verify:
      i. Date
      ii. Preprinted Ticket Number
      iii. Truck Number
      iv. Truck Capacity in Cubic Yards
      v. Load Size, either in Cubic Yards or Tons (including percent full and certified capacity)
      vi. Truck Driver's Name & Company Name
      vii. Debris Classification:
         a. Mixed
         b. Vegetative
         c. Construction & Demolition Debris
         d. Other
      viii. Zone/Sector
      ix. Dumpsite Location and Destination
      x. Loading Time (from work site)
      xi. Loading Site Monitor's Name and Signature
      xii. Loading Location by Full Address or Nearest Landmark

xiii. Any other information required by the Village or deemed pertinent by personnel providing the information.

2. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within the Village.

3. All Loading Site Monitors must speak and write proficient English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

4. Supervisors and all identified Loading Site Monitors must attend a training session to be conducted before the start of the first shift. Training content will be the responsibility of the contractor and must be approved by the Village.

5. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of ten (10) feet high.

D. Debris Management Consulting Services

1. The contractor will provide, if requested by the Village, the services of an experienced professional (consultant) to assist the Village in the operations and coordination of activities at the DMC. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.

2. The consultant shall report to the Debris Manager. The consultant shall perform work as assigned, which may include but not be limited to review of plans and procedures, drafting task orders, work plans and reports, audit of Debris Removal Contractor efforts and operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.

3. The Debris Manager will issue a task order to mobilize the contractor to provide the consultant. The consultant shall be available on site at the DMC. The Debris Manager will establish the service requirements and the length of time those services are essential based on the needs of the Village.

E. Operational Requirements

The Village will be contracting with a contractor(s), to remove and transport disaster debris from the public access roadways, rights-of-way, and public property within

the Village to a designated debris management site. Each load of eligible debris shall be tracked using a multi-page load ticket.

F. Miscellaneous Requirements

1. Assist the Village in the preparation of FEMA and other required agency reports for reimbursement.

2. Coordinate with FEMA, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation (FDOT), and other agencies to ensure the debris related activities meet each agency's requirements for reimbursement eligibility.

3. Provide data necessary to provide substantiation for FEMA and state reimbursement.

4. As directed, perform other disaster response and recovery activities as necessary.

5. Contractors must have the resources necessary to perform all aspects related to the scope of this RFQ including the ability to manage a major workforce including possibly multiple subcontractors and cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

6. Contractor experience with and knowledge of FEMA regulations and procedures will be vital to the Village's successful recovery efforts. Experience with and knowledge of FEMA regulations and procedures is an evaluative criterion and will be used as part of the evaluation process.

G. Workmanship

1. No activity shall be carried out in a manner that will disrupt, inconvenience or endanger any member of the public, neither pedestrian nor vehicular.

2. The contractor is responsible for all physical damage to the property, caused by his workmanship, and agrees to pay for repair or replacement of all damaged property immediately.

H. Staffing

1. The contractor and/or his designated supervisor will be on the premises at all times while the contractor's work force and/or his equipment are on the premises.

2. All employees of the contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers in the English language. The contractor shall control and correct objectionable

conduct, demeanor and appearance, of its employees as requested by the Village.

3. The contractor's employees shall not be considered employees of the Village. The contractor understands that their employees shall be independent thereof and shall have no claim against the Village as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by Village.

4. All personnel shall be required to wear proper safety attire, which, at a minimum, includes a standard shirt carrying company name and/or logo, fluorescent vest, and any personal protective equipment (PPE) that represents a good appearance to maintain a professional code of conduct.

5. All subcontractors working for the contractor, are the contractor's responsibility, and must be approved by the Village prior to work performance and adhere to any federal regulations and contract provisions.

I. Start of Work
Upon submitting a proposal, the awarded contractor(s) understands that completion will be an essential condition of the contract. By submitting a proposal response, the successful Proposer agrees to start the work within twenty-four (24) hours of issuance of Notice to Proceed.

J. Inspection and Direction
The Project Manager or an appointed inspector will make a final inspection of the work covered by the contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Appointments for the final inspection shall be made one (1) day in advance.

The selected contractor shall perform the services detailed in this specification in a timely and expeditious manner. If the disaster is such that it may reasonably be predicted in advance, selected contractor(s) shall have management personnel with the Village's Emergency Operations Center (EOC) at least twenty-four to forty-eight (24-48) hours prior to arrival of the disaster. If the disaster is such that the disaster could not be predicted the selected contractor(s) shall have management personnel with the EOC within twenty-four (24) hours after the event. Selected contractor(s) shall mobilize work crews and heavy equipment within such period as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the Village's monitoring personnel. As part of the proposal, contractors shall describe their mobilization program and experience with such mobilization. Selected contractor(s) should clearly detail experience in large, previous compelling mobilizations, to multiple sites with short time frames.

Section 5.0: Proposal Submission Requirements

Proposals must be received by 3:00 p.m., on Friday, May 31st, 2024. Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** The proposals submitted by facsimile or email will not be accepted. The proposals must be clearly titled **"Disaster Debris Monitoring Services RFQ# 2024-11-009".**

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address and includes the RFQ# and name. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

5.01 Format and Content of Proposals

TITLE PAGE:
Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: **RFQ# 2024-11-009 – Disaster Debris Monitoring Services.**

TABLE OF CONTENTS:
The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents. Clearly identify the material by section and page number.

LETTER OF TRANSMITTAL/APPROACH:
The Proposer shall provide an introduction letter on a corporate letterhead, signed by an authorized representative of the Company. The letter should clearly indicate the Company name, address and signature. This letter shall provide a brief narrative highlighting the Proposer's proposal. This tab section should **not** include cost quotations.

1. Provide a narrative of the proposed approach and methodology for engaging with the Village representatives in the course of performing the services. The Proposer shall explain its familiarity with and knowledge of FEMA requirements and procedures. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.

2. Give the names of the person(s) who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

FIRM QUALIFICATIONS AND EXPERIENCE:
Each Proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

1. **Overview of Company** - Describe the size of Proposer and its ability to provide required services to the Village. Include the location of the office to perform the work and explain the purpose of the Company. Also provide the following: Company name, name of parent Company (if applicable), complete business address, state of incorporation, number of years in business, Dun and Bradstreet number, licenses obtained to conduct business with the Village.

    a. Describe your current operations and the manner and scope of other services provided currently or in the last five (5) years. Describe the Proposer's management capacity and system for coordinating all of the services to be provided under this RFQ and any other contracts of the Proposer. Further, discuss how it plans to handle and coordinate all these efforts, along with the services to be performed pursuant to the RFQ, if awarded a contract.

    b. Detail practical experience, including relevant dates, in all aspects of debris management. Describe, in detail, the Company's experience with and knowledge of FEMA regulations and procedures, to include but not be limited to, methods to meet compliance with all required reporting and tracking overall project progress in compliance with FEMA program guidelines. Indicate familiarity with and knowledge of FEMA requirements and procedures.

    c. Provide information as to whether Proposer has been acquired, plans to be acquired or merged with any other Companies in the future, if known. Explain how said merger with another entity(s) may affect the services to be provided to the Village, if any.

2. **Litigation** – list any and all past and/or pending litigation, lawsuits, disputes, filing of or any pending bankruptcy proceedings, including the disposition of same, filed against the Proposer relating to the work described herein that your firm has been involved in within the last three (3) years. This list shall include each project name and the nature of the litigation, filing or claim.

3. **Financial Information** – Provide financial data for your Company as well as another subcontractor with which you are proposing to use in this project. Provide audited financial statements for the past three (3) years. The Village is interested in awarding this RFQ to an organization that is financially sound. The financial statement, preferably audited, shall be for the Company which is submitting the proposal and shall include the following items: current and net fixed assets and any other assets;

current liabilities, long term liabilities, and other liabilities; and name and address of firm preparing the financial statement and the date of preparation.

4. **Subcontractors** – list any subcontractors that may be used to accomplish this service.

SIMILAR PROJECTS/REFERENCES:
To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar sized projects with appropriate reference information:

1. Client name, address, phone number, and email address
2. Description of all services provided
3. Performance period
4. Total annual amount of contract
5. Name of team members who were actively involved in providing services for the reference.
6. If services terminated prior to the end of the contract term, explain why.

NOTE: Please do not include projects completed or currently underway with the Village.

KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE IN DEBRIS MONITORING:
Provide an organizational chart that includes identification of the project manager and individuals that will perform on-site work for this project:

1. List qualifications of each employee that will be assigned to this contract. Resumes shall be submitted for each person.
2. Identify point of contact for this contract.

All proposed subcontractors shall be identified, and the working relationship between the respondent and the subcontractor shall be explained. Subcontractors shall also provide key personnel resumes.

The Company shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The Company may not make changes in the personnel working on activities pursuant to the Contract without written concurrence of the Village.

Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

OPERATIONAL PLAN:
Describe, in detail, the proposed plan for providing the services identified in this RFQ, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the Village upon which the proposed plan is contingent.

Describe all quality control implementation procedures subcontractor supervision, contract compliance and enforcement of industry standards. Comment on Company's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues.

Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the Village's Project Manager and Village staff. Provide information on any disposal diversion plans utilized previously or proposed as part of this plan. Attach copies or samples of tracking reports and reimbursement requests.

FORMS:
The required proposal submittal forms must be completed and submitted with the proposal (the forms are in section 8 of this RFQ).

PRICE PORPOSAL FORM:
1. Complete and submit the Price Proposal Form in Section 8.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

The below criteria and weighted points will be used to establish a baseline evaluation of the proposals prior to the convening of the Evaluation Committee. Each committee member will then rank the proposals and the ranking of the proposals will be averaged. The Evaluation Committee will make their ultimate decision and recommendation by means of consensus.

Selection and award shall be made to the successful responsible Proposer(s) whose Proposal is determined to be the best value and most advantageous to the Village, taking into consideration the evaluation factors set forth below:

The Village's evaluation criteria will include, but not be limited to, consideration of the following:

Criteria	*Points Allowed*
Qualifications & Relevant Experience	30
Similar Projects/References	10
Key Personnel Qualifications and Experience in Debris Monitoring	25
Operational Plan	15
Price Schedule	20
TOTALS	**100**

*Points for the fee will be determined by the below formula and provided to the evaluation committee by Procurement:

Second lowest cost – lowest cost = X
X divided by lowest cost = Y
Y times the total number of cost points = Z
Total number of cost points – Z = Points assigned to second lowest

SECTION 7.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFQ is advertised and issued by Village	Tuesday, April 30th, 2024	Posted on Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Tuesday, May 14th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, May 21st, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Friday, May 24th, 2024	Posted on Vendor Registry	3:00 p.m.
Proposal Submission Date	Friday, May 31st, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

A. Proposal Retention and Award

The Village reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of the proposal and accept the other, except to the extent that proposals are qualified by specific limitations. The Village reserves the right to retain all proposals for a period of ninety (90) days for examination.

B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

C. Contract Requirement

The Proposer to which award is made shall execute a written Contract with the Village after notice of award. The contract shall be made in the form prepared by the Village Attorney and a draft AIA is included in this Request.

D. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

E. Business License & Tax

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

F. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made (Company) fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Proposal Submittal Forms

PRICE PROPOSAL FORM

The Proposer is required to complete *the Price Proposal Form*, in order for their proposal to be considered.

The fixed, firm price shall include all services, materials inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel, required for complete delivery of Disaster Debris Monitoring Services. Said price should be fixed and firm for the duration of the contract with signature from an authorized representative of the Company.

If it should be necessary for the Village to request the Proposer to render any additional services to either supplement the services requested in the RFQ or to perform additional work as a result of the specific recommendations included in any report issued as a result of this service, then such additional work shall be performed only upon a written agreement between the Village and the Proposer.

PRICE PROPOSAL FORM

The contractor shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). The contractor should add to the list other positions necessary to provide the services outlined in this RFQ and hourly rates for each. Job descriptions for each added position should be included in the proposal.

Item	Description	UOM	Hourly Cost
1	Project Manager	Each	$_____
2	Debris Monitor Supervisor	Each	$_____
3	Debris Monitor	Each	$_____
4	Data Entry Clerk	Each	$_____

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Contractor: _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUBCONTRACTOR LIST

The Proposer shall list all proposed Subcontractors that may be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

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

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Qualifications No. 2024-11-009

Name of Company: _____

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

Contracted Services Information:

Scope of Work: _____
_____
_____

Initial Value of Contract: _____ Final Value of Contract: _____
Length of Contract: _____
Was the work performed timely: ____ Yes ____ No
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
Total number of change orders: _____ Were any contractor driven: _____
Number of RFQ's submitted by the vendor: _____
If you responded no to any of the above please provide details:
_____
_____

Comments:

_____
_____
_____

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by:

_____
_

(print individual's name and title)

for:

_____
_

(print name of entity submitting sworn statement)

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn state:

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

_____

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

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

   Full Legal Name _____ Address _____ Ownership

   _____%

   _____%

   _____%

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

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFQ# 2024-11-009, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

FOREIGN COUNTRY OF CONCERN ATTESTATION

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))
The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard
Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Contractor:

Date: _____ Authorized Signature: _____
Title:_____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Disaster Debris Monitoring Services**
RFQ No. 2024-11-009 in accordance with Contract Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your proposal of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Qualifications met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Disaster Debris Monitoring Services**
RFQ No. 2024-11-009 in accordance with Contract Documents as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is _____, 20___. Completion date shall be _____, 20__ .

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

SECTION 10.0: Exhibits

Draft Contract for: Disaster Debris Monitoring Services

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 20__, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Request for Qualifications ("RFQ") on **April 30th, 2024** for the **Disaster Debris Monitoring Services**; and

WHEREAS, the Company submitted a proposal dated **May 31st, 2024**, in response to **RFQ# 2024-11-009**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded proposal to the Company to provide Disaster Debris Monitoring Services on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFQ (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Construction Supervision/Reports
7. Notices
8. Termination
9. Indemnification
10. Insurance/Bonds
11. Modification Amendment
12. Governing Law

DRAFT

13. Waiver
14. Assignment
15. Prohibition Against Contingent Fees
16. Conflict of Interest
17. Entire Agreement
18. Caption and Paragraph Heading
19. Joint Preparation
20. Counterparts
21. Preservation of Village Property
22. Public and Employee Safety
23. Immigration Act of 1986
24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
27. Severability
28. E-Verify
29. Warranty

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. RFQ# 2024-11-009 issued by the Village.
C. Proposal submitted by the Company.

DRAFT

Article 2. Scope of Work

1. The Work is generally described as follows:

The Company must handle debris management activities in the Village in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), and Miami-Dade County in conjunction with the Village's needs.

1. The Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Company shall, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The contactor shall send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Company shall comply with all provisions of Executive Order 11246 of September 24, 1965, the Davis-Bacon Act, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Company shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Company's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Company shall include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Company shall take such action with respect to any direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency the Company may request the United States to enter into such litigation to protect the interests of the United States.

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFQ# 2024-11-009** and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event

that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing. Failure to do so will result in the Village looking to the Bond posted.

Article 3. Qualifications

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

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional year thereafter not to exceed five (5) consecutive years at the sole discretion of the Village.

Article 5. Contract Price

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

Invoices shall be submitted to the Village's authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked

against Village records. Village records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A five percent (5%) retainage may be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Company must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Company's to public or private property.

Article 6. Construction Supervision/Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dionisio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dionisio Torres, Director of Public Service.

(B) The Project Manager shall supervise and direct the Work using best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or

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liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

~~**C. Liquidated Damages**~~

~~The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.~~

~~Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (l0) days of written demand by the Village.~~

Article 9. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants,

partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs at trial or appellate levels. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 10. Insurance

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.

(B)

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions of liability--$1,000,000

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

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

Article 11. Modification Amendment

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

Article 12. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13. Waiver

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

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend,

or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 19. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20. Counterparts

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

Article 21. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22. Public and Employee Safety

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

Article 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

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Article 24. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 27. Severability

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

Article 28. E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized

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because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

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Attachment to this Solicitation

Exhibit "A": FEMA DEBRIS AND DISPOSAL LITERATURE (ATTACHED AS A SEPARATE .PDF FILE)

(Total of 1 .pdf to download with solicitation)

DEBRISTECH

RFQ# 2024-11-009

DISASTER DEBRIS MONITORING SERVICES

Due: Friday, May 31st, 2024 at 3:00 PM

VILLAGE OF Palmetto Bay FLORIDA Est. 2002



Prepared by:
DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

Contact:
Brooks Wallace, P.E.
601-658-9598
brooks@debristech.com

Real-Time Data. Real-Time Recovery.

www.DebrisTech.com

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May 31, 2024

Village of Palmetto Bay
Attn: Alessia Bencomo
9705 East Hibiscus Street
Palmetto Bay, FL 33157

RE: RFQ# 2024-11-009
Disaster Debris Monitoring Services

To the Selection Committee Members of the Village of Palmetto Bay,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

RECENT, SCALABLE EXPERIENCE: DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Idalia (2023), Hurricanes Ian and Nicole (2022), Kentucky Tornadoes (2021), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

INDUSTRY-LEADING, COST-SAVING TECHNOLOGY: DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's

ADMS is structured so that data is entered once and populates all required documents needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.



SIMPLE, COMPETITIVE PRICING: DebrisTech's pricing structure is simple and straightforward. Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to Clients.

REAL-TIME DATA, FIRST-CLASS SERVICE: All of our data is accessible by our Clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.

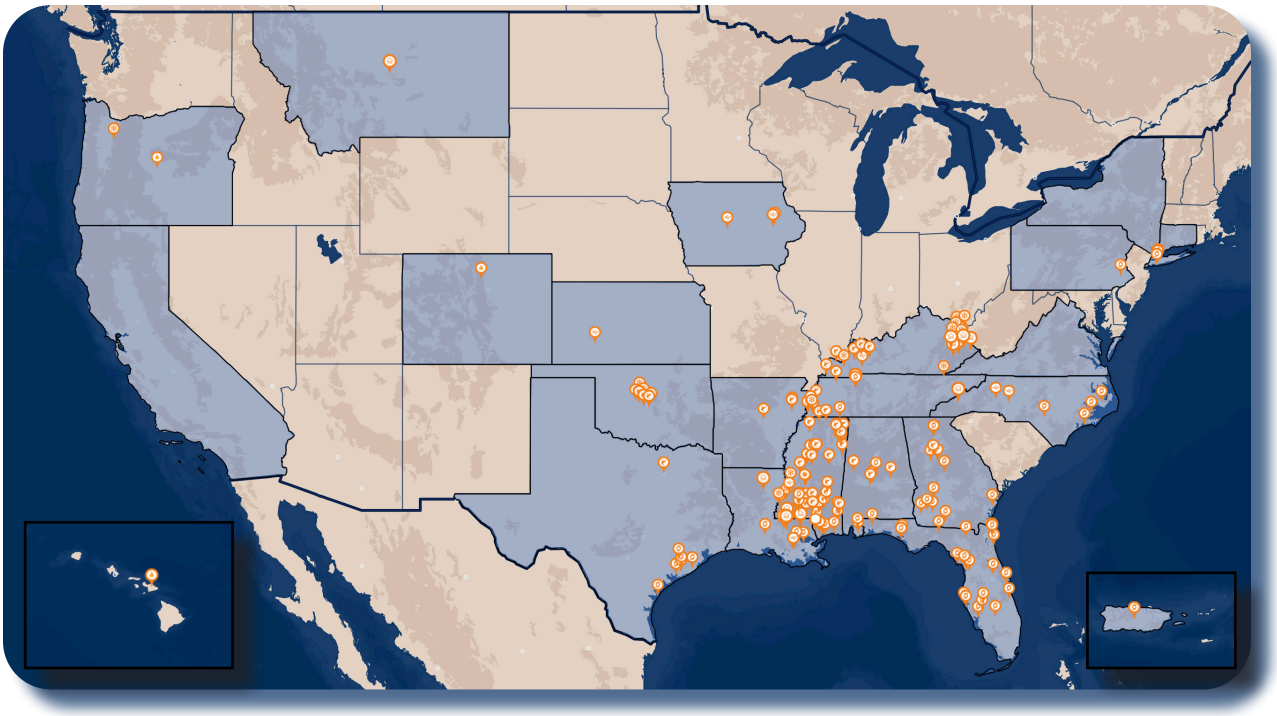


Thank you for your consideration,

Brooks R. Wallace, P.E.
Founder and Managing Principal

DISASTER **EXPERIENCE**

Since 2010, DebrisTech has served every level of government in response to *more than 75 federally declared disasters*. Below is a map showing the hundreds of Clients served throughout the United States:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program documentation in addition to right-of-way debris removal:

HAZARDOUS LIMBS/TREE REMOVAL
Memphis, TN (2022) *DR-4645-TN*
Documented 54,063 hazardous limbs

PRIVATE PROPERTY/ROE WORK
Kentucky Transportation Cabinet
(2022) *DR-4663-KY*, 158 ROE packets

FIRE DEBRIS REMOVAL MONITORING
Oregon Department of Transportation
(2020) *DR-4562-OR*, 69,278 tons of debris

HOUSEHOLD HAZARDOUS WASTE
Maui County, HI (2023) *DR-4724-HI*
Assessed 1625 properties for HHW

SIGNIFICANT CULTURAL CONSIDERATIONS
Puerto Rico (2017) *DR-4339-PR*, 1 million CY debris with significant culture protected

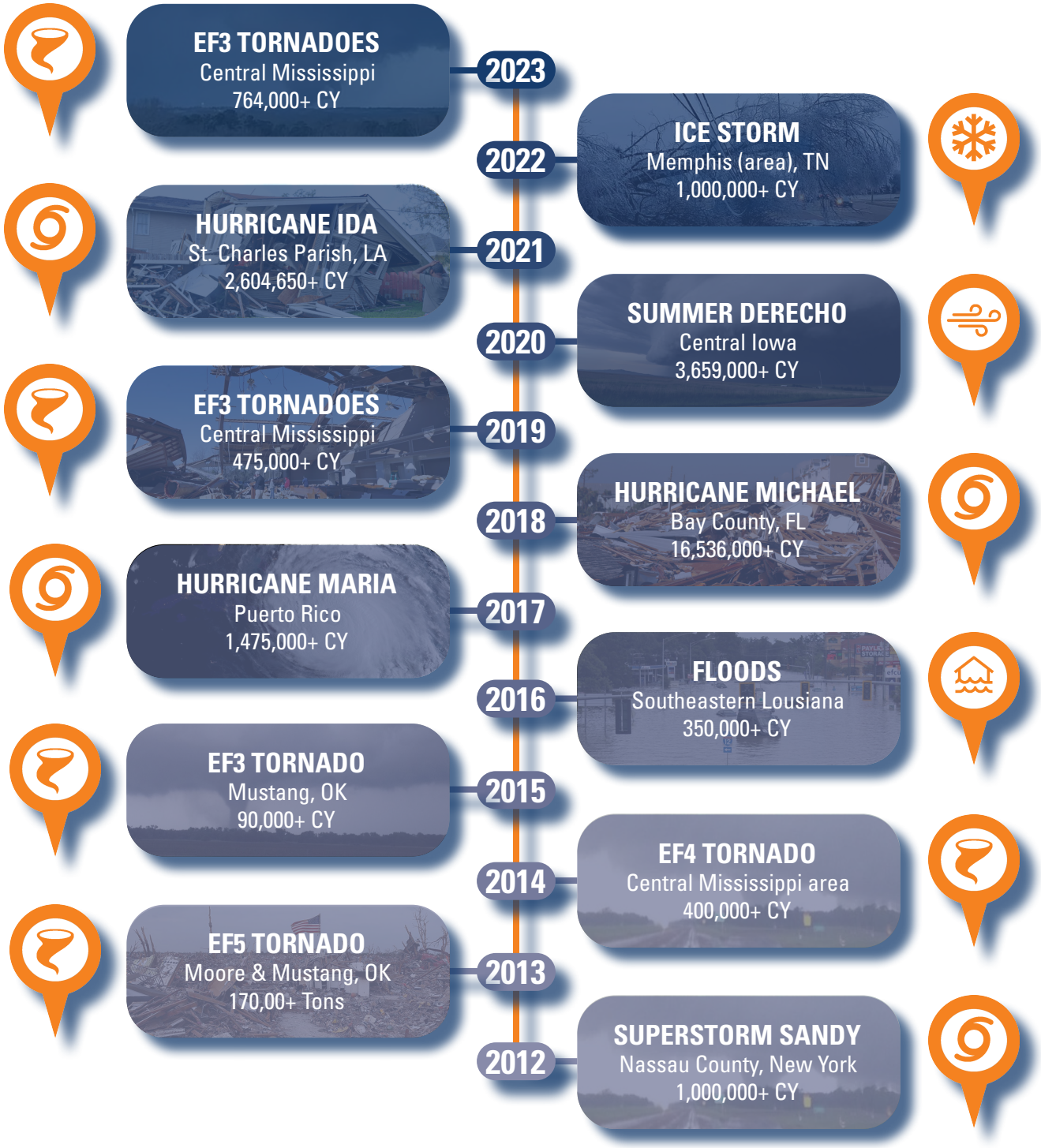
WATERWAYS CLEAN-UP
Montana Dis. & Em. Services *DR-4655-MT*
143,773 CY of waterway debris documented

BEACH RECOVERY/REMEDIATION
Jacksonville Beach, FL (2017) *DR-4337-FL*
Hurricane Irma beach recovery/remediation

VESSEL AND VEHICLE RECOVERY
Bay County, FL (2018) *DR-4399-FL*
10 million+ CY for Hurricane Michael

DEBRIS **HIGHLIGHTS**

Our DebrisTech team has responded to federally declared disasters across the United States and has monitored **over 50 million cubic yards** of debris. Some of our many projects are highlighted below:



FLORIDA **EXPERIENCE**

Since Hurricane Matthew devastated the state of Florida in 2016, the DebrisTech team has been working in Florida to assist cities and counties by monitoring debris removal for maximum FEMA reimbursement. Since 2016, DebrisTech has responded to 7 federally declared disasters in Florida and has assisted 24 entities, including including the Florida Division of Emergency Management. Below is a list of our experience throughout Florida:



DebrisTech Cities Served:

City of Arcadia

City of Atlantic Beach

City of Cedar Key

City of Crystal River

City of Holmes Beach

City of Jacksonville Beach

City of Longwood

City of Neptune Beach

City of Panama City

City of Punta Gorda

City of Rockledge

City of St. Augustine

Town of Longboat Key

Town of Yankeetown

DebrisTech Counties Served:

Bay County

Citrus County

Columbia County

Glades County

Hardee County

Indian River County

Jackson County

Jefferson County

Santa Rosa County

Other Entities Served:

Florida Division of Emergency Management

Federal Disasters in FL:

DR-4283-FL	2016 Hurricane Matthew
DR-4337-FL	2017 Hurricane Irma
DR-4399-FL	2018 Hurricane Michael
DR-4564-FL	2020 Hurricane Sally
DR-4673-FL	2022 Hurricane Ian
DR-4680-FL	2022 Hurricane Nicole
DR-4734-FL	2023 Hurricane Idalia

FIRM **PROFILE**

DebrisTech Profile

DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide (PAPPG) v.4 (June 2020), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:

PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.

RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.

FIRM **PROFILE**



OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery



CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.



QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.

LARGE SCALE **PROJECTS**

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
ICE STORM *(DR-4637-TN)*	City of Memphis area, TN	**1,000,681**	2022
HURRICANE IDA *(DR-4611-LA)*	St. Charles Parish, LA	**1,679,829**	2021
DERECHO *(DR-4557-IA)*	City of Cedar Rapids, IA	**4,618,442**	2020
DERECHO *(DR-4557-IA)*	City of Marion, IA	**1,114,546**	2020
HURRICANE MICHAEL *(DR-4399-FL)*	City of Panama City, FL	**5,843,262**	2018
HURRICANE MICHAEL *(DR-4399-FL)*	Bay County, FL	**10,442,409**	2017
HURRICANE MARIA *(DR-4339-PR)*	Department of Transportation and Public Works, Puerto Rico	**1,475,332**	2017

In addition to large scale projects, DebrisTech has demonstrated experience with large-scaled Clients and contracts. DebrisTech currently works with:

Mississippi Emergency Management Agency

Montana Disaster and Emergency Services

North Carolina Department of Public Safety

Florida Division of Emergency Management

Puerto Rico Department of Transportation and Public Works

PROJECT **LIST**

DebrisTech has worked with entities at the local, county and state level across the United States and Puerto Rico to document and monitor debris removal for maximum FEMA reimbursement. The following pages list a comprehensive look at our extensive debris monitoring experience since 2013:

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2023 HURRICANE	Town of Yankeetown, FL	7,800 CY	Lead	Complete
IDALIA (DR-4734-FL)	Columbia County, FL	52,643.3 CY	Lead	Complete
(DR-4738-GA)	City of Cedar Key, FL	30,600 CY	Lead	Complete
	Citrus County, FL	42,200 CY	Sub	Complete
	City of Crystal River, FL	19,200 CY	Lead	Complete
	Jefferson County, FL	51,183.5 CY	Lead	Complete
	Brooks County, GA	159,667.9 CY	Lead	Complete
	Clinch County, GA	4,500 CY	Lead	Complete
2023 STRAIGHT-LINE WINDS (DR-4727-MS)	Jasper County, MS	39,100 CY	Lead	Complete
2023 NC WIND	City of Newton, NC	28,800 CY	Lead	Complete
EVENT	Town of Landis, NC	4,500 CY	Lead	Complete
2023 WIND EVENT	Forsyth County, GA	20.300 CY	Lead	Complete
2023 STRAIGHT-LINE	City of Memphis, TN	122,800 CY	Lead	Complete
WINDS (DR-4735-TN)	City of Millington, TN	188,200 CY	Lead	Complete
(DR-4729-TN)	City of Germantown, TN	12,700 CY	Lead	Complete
	City of Bartlett, TN	132,300 CY	Lead	Complete
2023 STRAIGHT-LINE WINDS (DR-4702-KY)	City of Hopkinsville, KY	26,400 CY	Sub	Complete

PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
2023 TORNADO (DR-4706-OK)	City of Shawnee, OK	341,600 CY	Lead	Complete
2022 FLOODS	Montana Disater and			
(DR-4655-MT)	Emergency Services	143,800 CY	Lead	Ongoing
2023 TORNADOES	City of Wynne, AR	383,400 CY	Lead	Complete
(DR-4698-AR)	Cross County, AR	34,900 CY	Lead	Complete
	City of Jacksonville, AR	71,400 CY	Lead	Complete
2023 TORNADOES	Carroll County, MS	32,514.2 CY/240.9 Tons	Lead	Complete
(DR-4697-MS)	City of Winona, MS	19,368.5 CY/851.7 Tons	Lead	Complete
	Montgomery County, MS	20,432.3 CY/172.4 Tons	Lead	Complete
	Panola County, MS	15,945.4 CY	Lead	Complete
	City of Amory, MS	565,700 CY	Lead	Ongoing
	Monroe County, MS	218,300 CY	Lead	Complete
	Itawamba County Railroad, MS	Ongoing	Lead	Complete
	Dept Wildlife, Fisheries & Parks	Ongoing	Lead	Complete
2023 STRAIGHT-LINE	Muhlenberg County, KY	62,192.8 CY	Sub	Complete
WINDS (DR-4702-KY)	McCracken County, KY	4,558 CY	Sub	Complete
2023 TORNADOES	Tipton County, TN	53,000 CY	Lead	Complete
(DR-4701-TN)	City of Covington, TN	35,200 CY	Lead	Complete
2023 TORNADOES	Elmore County, AL	49,543.4 CY	Lead	Complete
(DR-4684-AL)	Dallas County, AL	28,861.5 CY	Lead	Complete
(DR-4117-OK)	City of Eutaw, AL	15,001.5 CY	Lead	Complete
2023 TORNADOES				
(DR-4684-AL)	Spalding County, GA	685,300 CY	Lead	Complete
(DR-4685-GA)	Butts County, GA	18,476 CY	Lead	Complete
2022 TROPICAL				
STORM NICOLE	City of St. Augustine, FL	2,577 CY	Sub	Complete
(EM-3587-FL)	City of Rockledge, FL	636 Tons	Sub	Complete
2022 HURRICANE	Glades County, FL	8,992 CY	Lead	Complete
IAN (DR-4673-FL)	Indian River County, FL	11,996 CY	Lead	Complete
	City of St. Augustine, FL	6,267 CY	Sub	Complete
	City of Holmes Beach, FL	10,347.2 CY	Lead	Complete
	Town of Longboat Key, FL	29,510.4 CY	Lead	Complete
	City of Rockledge, FL	362.4 CY	Sub	Complete
	Hardee County, FL	308,453.8 CY	Sub	Complete
	City of Arcadia, FL	115,139.5 CY	Sub	Complete

PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Longwood, FL	18,795.5 CY	Lead	Complete
	City of Punta Gorda, FL	224,056 CY	Sub	Complete
2022 FLOODS	Letcher County, KY	19,682 CY	Sub	Complete
(DR-4663-KY)	Floyd County, KY	PPDR	Sub	Ongoing
	Transportation Cabinet, KY	159,462.2 Tons	Sub	Ongoing
2022 ICE STORM	City of Memphis, TN	959,054.5 CY	Lead	Complete
(DR-4645-TN)	City of Germantown, TN	36,431.2 CY	Lead	Complete
	City of Bartlett, TN	7,767.5 CY	Lead	Complete
2021 TORNADOES	City of Dresden, TN	6,703.9 Tons	Lead	Complete
(DR-4637-TN)	Hopkins County, KY	400,005.9 CY	Sub	Complete
(DR-4630-KY)	Muhlenburg County, KY	87,827.3 CY	Sub	Complete
	Fulton County, KY	38,154.3 CY	Sub	Complete
	Caldwell County, KY	206,958.6 CY	Sub	Complete
	Marshall County, KY	515,737.8 CY	Sub	Complete
2021 HURRICANE	Town of Summit, MS	2,310.7 CY	Lead	Complete
IDA (DR-4626-MS)	Lincoln County, MS	7,946.4 CY	Lead	Complete
(DR-4611-LA)	City of Magnolia, MS	4,229.6 CY	Lead	Complete
(DR-4618-PA)	City of McComb, MS	16,830.2 CY	Lead	Complete
	Pike County, MS	83,401.3 CY	Lead	Complete
	Hancock County, MS	7,894.7 CY	Lead	Complete
	City of Picayune, MS	36,240.1 CY	Lead	Complete
	St. Charles Parish, LA	1,704,613.4 CY	Lead	Complete
	St. Charles Par Schools	24,974.3 CY	Lead	Complete
	City of Baker, LA	13,951.7 CY	Lead	Complete
	City of Kenner, LA	327,060.0 CY	Lead	Complete
	Montgomery County, PA	455,758.1 CY	Lead	Complete
2021 FLOODS				
(DR-4609-TN)	City of Waverly, TN	17,073.9 Tons	Lead	Complete
(DR-4617-NC)	Haywood County, NC	15,538.1 CY	Lead	Complete
2021 ICE STORM	Adams County, MS	67,541.6 CY	Lead	Complete
(DR-4598-MS)	Jefferson County, MS	10,347.2 CY	Lead	Complete
(DR-4595-KY)	Claiborne County, MS	41,007.1 CY	Lead	Complete
	Warren County, MS	19,682.4 CY	Lead	Complete
	City of Natchez, MS	26,934.2 CY	Lead	Complete
	Morgan County, KY	58,524.5 CY	Sub	Complete

PROJECT **LIST**

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Elliott County, KY	89,011.2 CY	Sub	Complete
	Johnson County, KY	165,617.3 CY	Sub	Complete
	Boyd County, KY	12,106 Tons	Sub	Complete
	Carter County, KY	137,379.0 CY	Sub	Complete
2021 HURRICANE	City of Selma, AL	50,563.5 CY	Lead	Complete
ZETA (DR-4573-AL)	Town of Leakesville, MS	65,060.9 CY	Lead	Complete
(DR-4576-MS)	Greene County, MS	166,062.0 CY	Lead	Complete
(DR-4579-GA)	George County, MS	535,527.0 CY	Lead	Complete
	City of Pass Christian, MS	89,8402 CY	Lead	Complete
	City of Bay St. Louis, MS	154,287.60 CY	Lead	Complete
	City of Ocean Springs, MS	55,572.90 CY	Lead	Complete
	Forsyth County, GA	4,391 CY	Lead	Complete
2020 ICE STORM	City of Calumet, OK	9,509.6 CY	Lead	Complete
(DR-4575-OK)	City of Midwest City, OK	22,227.6 Tons	Lead	Complete
	City of Moore, OK	89,668.4 CY	Lead	Complete
	City of Mustang, OK	219,304.4 CY	Lead	Complete
	City of Piedmont, OK	40,573.70 CY	Lead	Complete
	City of Kingfisher, OK	46,241.50 CY	Lead	Complete
	City of El Reno, OK	98,408.50 CY	Lead	Complete
2020 HURRICANE				
LAURA (DR-4572-TX)	Matagorda County, TX	3,109.4 CY	Lead	Complete
2020 HURRICANES	City of Carencro, LA	28,101.60 CY	Lead	Complete
DELTA AND SALLY	City of Baker, LA	8,051.30 CY	Lead	Complete
(DR-4570-LA)	Santa Rosa County, FL	631,230.2 CY	Sub	Complete
(DR-4564-FL)	City of Robertsdale, AL	132,845.4 CY	Lead	Complete
(DR-4563-AL)	City of Foley, AL	965,009.1 CY	Sub	Complete
2020 DERECHO	City of Cedar Rapids, IA	2,519,454.4 CY	Lead	Complete
(DR-4557-IA)	City of Marion, IA	1,114,546 CY	Lead	Complete
	City of Madrid, IA	25,767.40 CY	Lead	Complete
2020 TORNADOES	Jefferson Davis County, MS	80,795.5 CY	Lead	Complete
(DR-4551-MS)	Lawrence County, MS	103,153.3 CY	Lead	Complete
(DR-4550-TN)	Pike County, MS	36,654.60 CY	Lead	Complete
(DR-4536-MS)	City of Memphis, TN	289,485.20 CY	Lead	Complete
	Jasper County, MS	195,024.3 CY	Lead	Complete
	Lawrence County, MS	43,157.8 CY	Lead	Complete

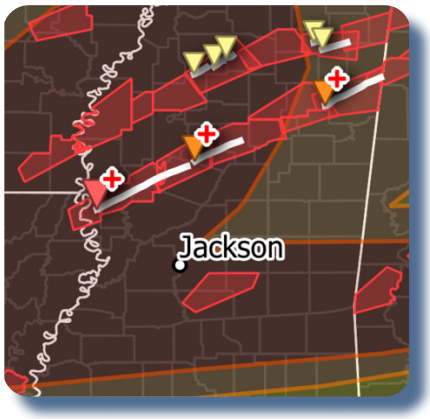
PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	Walthall County, MS	69,040.8 CY	Lead	Complete
	Marion County, MS	60,818.10 CY	Lead	Complete
	City of McComb, MS	107,080.90 CY	Lead	Complete
	Jones County, MS	272,050.60 CY	Lead	Ongoing
	Lamar County, MS	14,790.7 CY	Lead	Ongoing
	Jefferson Davis County, MS	237,697.1 CY	Lead	Complete
2019 STRAIGHT-LINE WINDS (DR-4471-TN)	City of Waverly, TN	22,558.0 CY	Lead	Complete
(DR-4470-MS)	City of Corinth, MS	181,460.9 CY	Lead	Complete
2019 HURRICANE DORIAN (DR-4465-NC)	Hyde County, NC	9,090.7 Tons and 107,136.9 CY	Sub	Complete
2019 TORNADOES	Monroe County, MS	152,784.80 CY	Sub	Complete
(DR-4450-MS)	City of McComb, MS	34,648.70 CY	Sub	Complete
(DR-4439-OK)	City of El Reno, OK	67.5 Tons	Lead	Complete
(DR-4429-MS)	Lee County, MS	138,770.20 CY	Lead	Complete
	Yazoo County, MS	11,843.0 CY	Lead	Complete
	City of Columbus, MS	3,191.8 Tons	Lead	Complete
2018 HURRICANE MICHAEL	Wiregrass Elec., AL	52,094.80 CY	Lead	Complete
	Baker County, GA	110,939.50 CY	Lead	Complete
(DR-4406-AL)	Mitchell County, GA	43,606.0 CY	Lead	Complete
(DR-4400-GA)	Miller County, GA	7,311.50 CY	Lead	Complete
(DR-4399-FL)	Lee County, GA	11,046.0 CY	Lead	Complete
	City of Panama City, FL	5,843,262.9 CY	Sub	Complete
	Bay County, FL	10,442,409.5 CY	Sub	Complete
2018 HURRICANE FLORENCE	Town of Cape Carteret, NC	1,280.90 CY	Lead	Complete
	Town of Hope Mills,NC	8,478.90 CY	Lead	Complete
(DR-4393-NC)	Pamlico County, NC	133,198.10 CY	Lead	Complete
2017 HURRICANE MARIA (DR-4339-DR)	DRD, Puerto Rico	10,902.9 CY	Lead	Complete
	DTOP, Puerto Rico	1,475,332.8 CY	Lead	Complete
(DR-4598-MS)	PRASA, Puerto Rico		Lead	Complete
2018 HURRICANE IRMA	Forsyth County, GA	7,273.3 CY	Lead	Complete
	McIntosh County, GA	40,862.10 CY	Lead	Complete
(DR-4338-GA)	Macon-Bibb County, GA	122,259.10 CY	Lead	Complete
(DR-4337-FL)	City of Neptune Beach, FL	25,348.30 CY	Lead	Complete

PROJECT LIST

EVENT	CLIENT	DEBRIS MONITORED	LEAD/SUB	STATUS
	City of Atlantic Beach, FL	55,283.7 CY	Lead	Complete
	Jacksonville Beach, FL	84,043.10 CY	Lead	Complete
2017 HURRICANE	City of Port Aransas, TX	1,245.5 CY	Lead	Complete
HARVEY	City of Wharton, TX	18,271.8 CY	Lead	Complete
(DR-4332-TX)	Matagorda County, TX	2,322.3 CY	Lead	Complete
2017 TORNADOES	City of Memphis, TN	414,080.90 CY	Lead	Complete
AND STRAIGHT-	Claiborne County, MS	36,410.20 CY	Lead	Complete
LINE WINDS	City of Durant, MS	21,501.60 CY/5,912 Tons	Lead	Complete
(DR-4320-TN)	Holmes County, MS	100,027 CY/5,574.8 Tons	Lead	Complete
(DR-4314-MS)	Yazoo County, MS	8,425,7 Tons	Lead	Complete
(DR-4295-MS)	Montgomery County, MS	46,911 CY/8,411 Tons	Lead	Complete
	City of Hattiesburg, MS	167,771.80 CY	Lead	Complete
	Lamar County, MS		Lead	Complete
2016 HURRICANE	McIntosh County, GA	39,886.80 CY	Lead	Complete
MATTHEW	City of Atlantic Beach, FL	28,173.6 CY/57.4 Tons	Lead	Complete
(DR-4284-GA)	Jacksonville Beach, FL	63,512.9 CY	Lead	Complete
(DR-4283-FL)				
2016 FLOODS	City of Central, LA	328,197 CY/91.8 tons	Lead	Complete
(DR-4277-LA)	Town of Clinton, LA	6,244.6 CY	Lead	Complete
	City of Baker, LA	4,777.1 Tons	Lead	Complete
	Tangipahoa Parish, LA		Sub	Complete
2016 FLOODS	Caldwell Parish, LA		Lead	Complete
(DR-4263-LA)	Tangipahoa Parish, LA	8,056.7 CY	Lead	Complete
2016 TORNADOES	Benton County, MS	24,843.6 CY	Lead	Complete
(DR-4248-MS)	Marshall County, MS	65,228.5 CY	Lead	Complete
2015 TORNADO	City of Mustang, OK	91,345.8 CY	Sub	Complete
(DR-4222-OK)				
2014 TORNADOES	Marion County, MS	50,280.8 CY	Sub	Complete
(DR-4175-MS)	Winston County, MS	20,421.6 Tons	Sub	Complete
	City of Tupelo, MS	289,981.6 CY	Sub	Complete
	Itawamba County, MS	52,325.5 CY	Sub	Complete
	City of Pearl, MS	8,119.2 CY	Sub	Complete
	Pearl River Valley Elec, MS	12,479.9 CY	Sub	Complete
2013 TORNADOES	City of Mustang, OK	37,021.7 CY	Sub	Complete
(DR-4117-OK)	City of Moore, OK	171,511.9 Tons	Sub	Complete

MS TORNADOES (DR-4697-MS)



8 separate tornadoes tore through the state of Mississippi on March 24, 2023, part of a larger tornado outbreak that claimed 14 fatalies and an estimated $1.9 billion in damages. MEMA Regions 1, 3, 4 and 5 were affected simultaneously by this event. In response, DebrisTech activated in four of the seven affected counties, as well two cities and the Department of Wildlife, Fisheries and Parks, covering three MEMA Regions. This was in addition to our ongoing projects, including tornadoes that affected Arkansas, Oklahoma and Tennessee during this same time.

At the height of this Mississisppi response, DebrisTech deployed 290 monitors and supervisors throughout the state of Mississippi to assist three MEMA Regions with their recovery efforts. In all DebrisTech monitored the removal of **764,368.8 CY** of debris and **2,834** hazardous trees and limbs. The tornado outbreak of March 2023 demonstrates DebrisTech's commitment and capability to assist multiple Clients and Regions of Mississippi should a large-scale disaster event occur. Below are our individual project statistics and reference information:

DT176 - City of Amory, MS - *520,202.6 CY* POC: Corey Glenn, Mayor, (662) 256-5721

DT177 - Montgomery County, MS - *20,432.3 CY* POC: Ryan Wood, Chancery Clerk, (662) 283-2333

DT178 - City of Winona, MS - *19,368.5 CY* POC: Aaron Dees, Mayor, (662) 602-0797

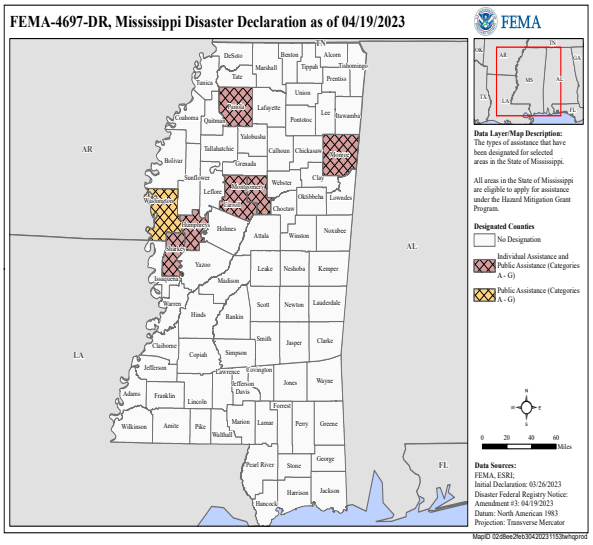
DT179 - Panola County, MS - *15,945.4 CY* POC: Daniel Cole, EM Director, (662) 801-8536

DT180 - Carroll County, MS - *34,613.3 CY* POC: Casey Carpenter, Chancery Clerk, (662) 237-9274

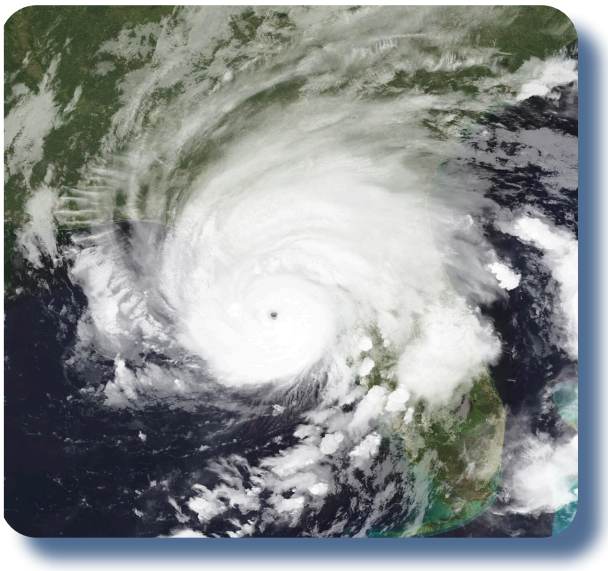
DT181 - Monroe County, MS - *135,129.5 CY* POC: Daniel Williams, Road Manager (662) 304-0019

DT185 - Itawamba County Railroad - *1,714.2 CY* POC: Stephanie Windham, swindham@itawambacoms.com

DT212 - Department of Wildlife, Fisheries and Parks - *16,963.99 CY* POC: John Sykes, Procurement Officer (601) 432-2400



HURRICANE IDALIA (DR-4734-FL)



Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across parts of the southeastern United States, especially in North Florida, in late August 2023. It underwent rapid intensification, briefly becoming a Category 4 hurricane prior to making landfall in the Big Bend region of Florida at Category 3 strength on August 30. Idalia remained a hurricane as it moved through Northern Florida and crossed into Southeast Georgia.

Idalia caused significant damage to thousands of homes, businesses, and other infrastructure along its inland path, primarily in Florida, where winds and the resulting floodwaters were highest. Its storm surge was record-breaking from the Big Bend region south to Tampa Bay. Early estimates placed insured losses at $2.2–5 billion. DebrisTech deployed to eight Clients simultaneously within 24 hours of a Notice to Proceed, monitoring (to date) over 315k CY of debris, over 30k hazardous trees and limbs and deploying 289 field monitors to fully staff all projects.

DT204 - Jefferson County, FL - *36,900 CY* POC: Shannon Metty, County Manager, (850) 997-3083

DT205 - Crystal River, FL - *17,500 CY* POC: Douglas Baker, City Manager, (352) 795-4216

DT206 - Citrus County, FL - *39,900 CY* POC: James Sterling, Public Works, (352) 527-7610

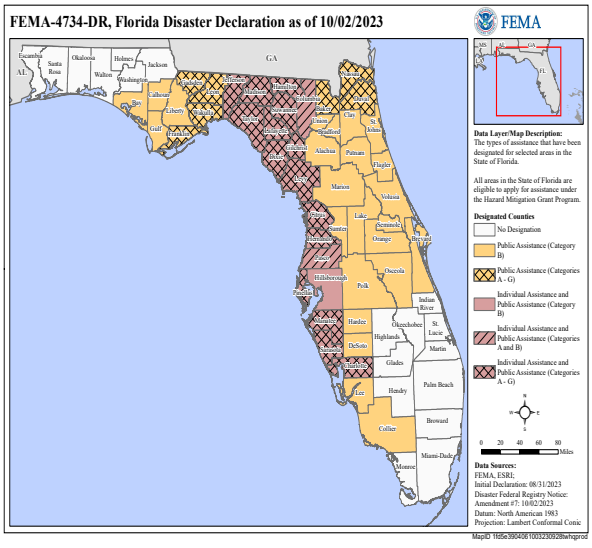
DT207 - Cedar Key, FL - *30,600 CY* POC: Heath Davis, Mayor, (352) 543-5132

DT208 - Brooks County, GA - *112,200 CY* POC: Jessica McKinney, County Manager, (229) 263-5561

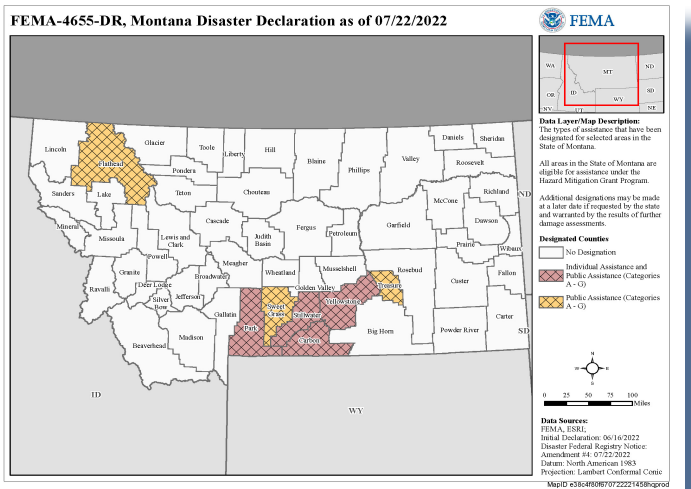
DT209 - Columbia County, FL - *52,700 CY* POC: David Kraus, County Manager, (386) 758-1005

DT211 - Yankeetown, FL - *7,800 CY* POC: William Ary, Town Manager, (352) 447-2511

DT212 - Clinch County, GA - *17,200 CY* POC: Jaclyn James, County Manager, (912) 487-2667



MT FLOODING (DR-4655-MT)

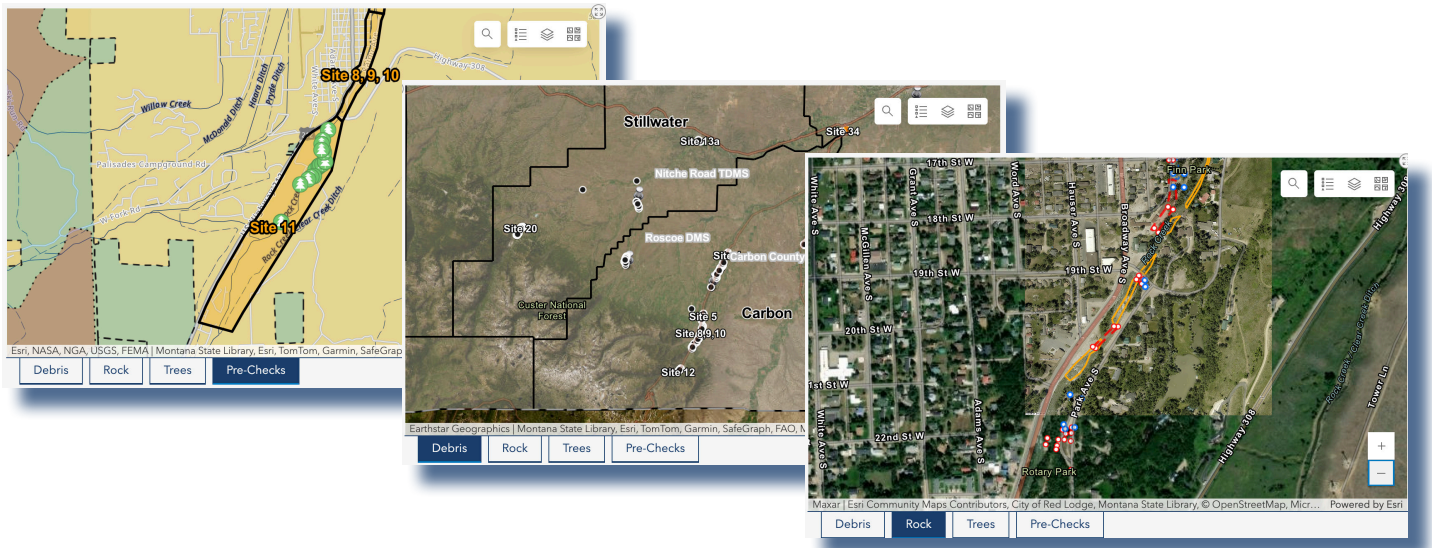


DebrisTech was contracted by Montana Disaster and Emergency Services as a result of the flood in July 2022. The scope of work included the removal of excess rock/ sediment, vegetative debris, c&d debris that posed a threat to public infrastructure or safety from the rivers within Park, Stillwater, Carbon and Yellowstone counties.

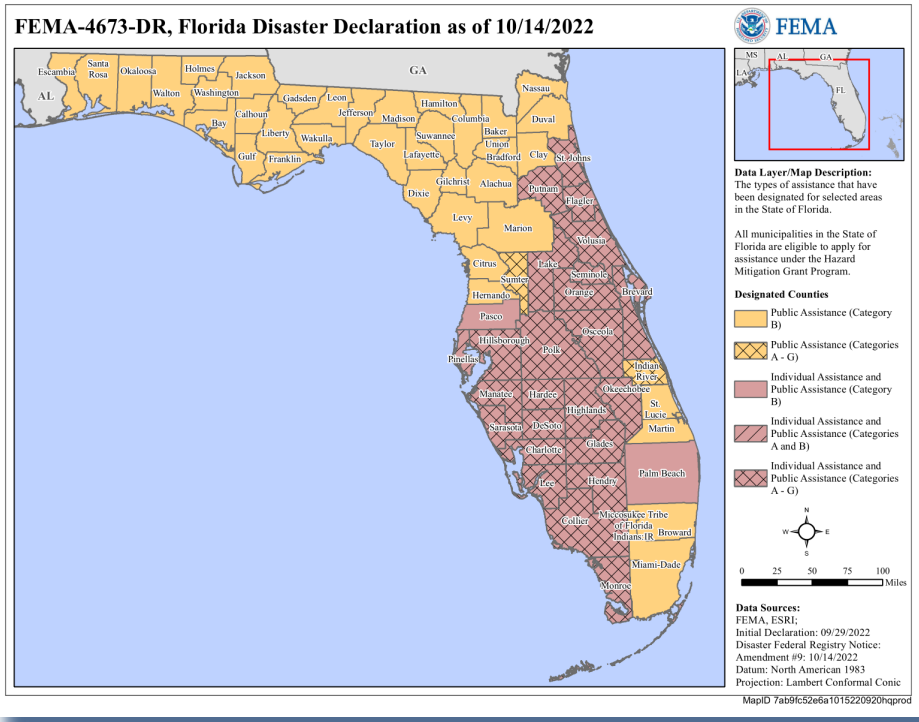
After permits were executed from DEQ, EHP and Montana Fish Wildlife and Parks, debris was removed from the rivers and compiled at established pack out sites. Vegetative debris was transported to temporary debris management sites where the material was quantified and burned. Ash was then hauled to a final disposal location. C&D material was taken to temporary debris management sites, quantified, reduced and hauled to a permanent landfill. Rock and sediment had a similar removal process yet material was weighed at a certified scales and the final disposal site were various quarries in Carbon County near the city of Red Lodge.

All debris was tracked from "cradle to grave" establishing GPS coordinates with time stamps and pictures to ensure that the work done was inside the parameters of the project area. A review of each load of debris was done in "real time" to ensure eligibility and integrity were held to the upmost standards.

DT184 - MT DES - *143,773.1 CY* POC: Jake Ganieany, Bureau Chief of Recovery and Mitigation (406) 417-9234



HURRICANE IAN (DR-4673-FL)



In response to Hurricane Ian DebrisTech met all its own contractual obligations and contracted with Landfall Strategies to fulfill their obligations across the state of Florida. During this recovery process the DebrisTech ADMS was used to simultaneously document the removal of nearly 750,000 cy of debris and track the hours of 200+ monitors.

DT154 - City of Longwood - *18,795 CY* Greg Kirby, Purchasing Manager, gkirby@longwoodfl.org

DT155 - City of Punta Gorda - *224,056 CY* Bryan Clemons, Public Works, bclemons@cityofpuntagordafl.com

DT156 - City of Arcadia - *115,139 CY* Steve Underwood, Public Works, sunderwood@arcadia-fl.gov

DT157 - Hardee County - *308,453 CY* Chris Simpron, Public Works, christopher.simpron@hardeecounty.net

DT158 - City of Rockledge - *362 CY* Victor Karycki, Public Works, vkaryckipw@cityofrockledge.org

DT159 - Town of Longboat Key - *29,510 CY* Kari Kennedy, Procurement Manager kkennedy@longboatkey.org

DT160 - City of Holmes Beach - *10,347 CY* Matt McDonough, Development Sv, bdadministrator@holmesbeachfl.org

DT161 - City of St. Augustine - *6,267 CY* Reuben Franklin, Public Works, PublicWorks@citystaug.com

DT162 - Indian River County - *11,996 CY* Richard Szpyrka Public Works Director, rspyrka@ircgov.com

DT163 - Glades County - *8,992 CY* Marrisia Shiver EM Director, mshiver@myglades.com



www.DebrisTech.com
601-658-9598

DISASTER DEBRIS MONITORING EXPERIENCE WITH HURRICANE MARIA

On September 20, 2017, Puerto Rico was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the entire island leaving devastation in its wake. That record-setting hurricane left more than 90% of the island in the dark with a debris field that encompassed all of Puerto Rico.

DebrisTech was selected to monitor the debris removal from the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government was able to manage the recovery process and ensure the protection of endangered species in these zones with access to real-time information.

1,303,358.2 CY
Vegetative Debris Monitored and Documented

78,358.7 CY
C&D Debris Monitored and Documented

300
Debris Removal/ Trimming Crews

8
Disposal Sites in Operation

DebrisTech was contracted by the **Departamento de Recreación y Deportes** to monitor the removal of the debris from all 325+ parks, sports fields and national parks throughout Puerto Rico. In March of 2021 DebrisTech monitored the removal of debris from the world famous **Parque Nacional de las Cavernas del Río Camuy**, allowing it to reopen to the public.

DebrisTech also contracted with the **Autoridad Acueductos y Alcantarillados de Puerto Rico**. This agency serves a critical need in Puerto Rico by providing quality water and sewer service. DebrisTech monitored the debris removal from its infrastructure and facilities (including pump stations and aqueduct facilities), allowing service to be restored quickly. **DebrisTech is proud to partner with and serve Puerto Rico.**

LITIGATION **SUMMARY**

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employe employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

Audited financial statements will be be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. dbaxter@debristech.com

CLIENT **REFERENCES**

Client: **Jefferson County, FL**
Debris Quantity: 36,900+ CY
Project Dates: Sep-Nov 2023

Contact: **Shannon Metty**, County Manager
Contact Info: 850-997-3083, smetty@jeffersoncountyfl.gov
1484 S. Jefferson St., Monticello, FL 32344

Client: **City of Cedar Key, FL**
Debris Quantity: 30,600+ CY
Project Dates: Sep-Oct 2023

Contact: **Robert Robinson**, Emergency Management Director
Contact Info: 352-543-5192, rrobinson@cedarkeyfl.us
489 1st Street, Cedar Key, FL 32625

Client: **City of Holmes Beach**
Debris Quantity: 10,300+ CY
Project Dates: Sep-Oct 2022

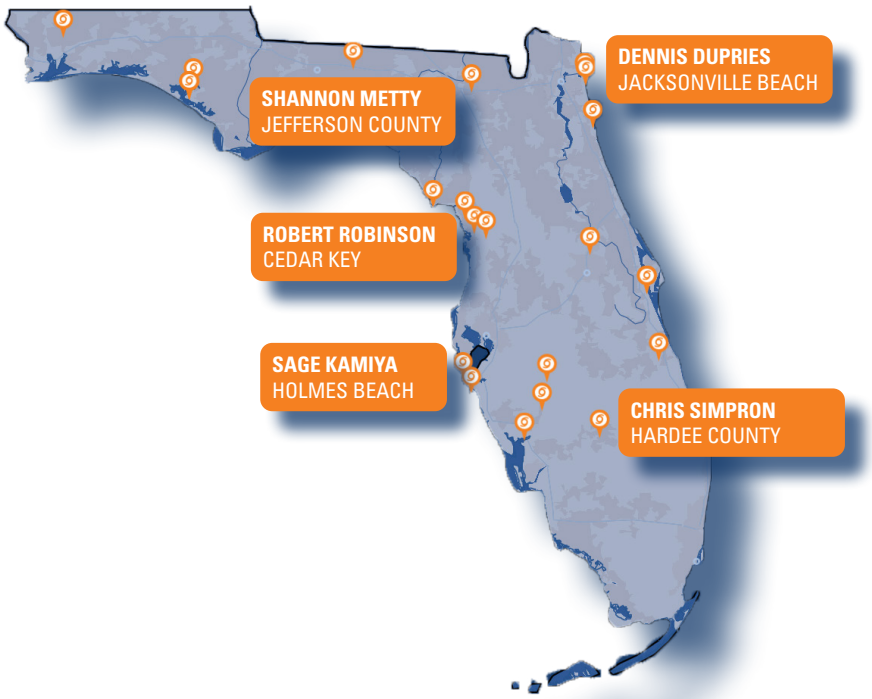
Contact: **Sage Kamiya**, Superintendant of Public Works
Contact Info: 941-708-5768 ext. 245, skamiya@holmesbeachfl.org
5801 Marina Drive, Holmes Beach, FL 34217

Client: **Hardee County, FL**
Debris Quantity: 308,000+ CY
Project Dates: Sep-Nov 2022

Contact: **Chris Simpron**, Public Works Director
Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net
205 Hanchey Road, Wauchula, FL 33873

Client: **Jacksonville Beach, FL**
Debris Quantity: 84,000+ CY
Project Dates: Sep-Nov 2017

Contact: **Dennis Dupries**, Construction Project Manager
Contact Info: 904-509-0268, ddupries@jaxbchfl.net
11 North Third Street, Jacksonville Beach, FL 32250



COMMENDATION LETTER

City of
Neptune Beach

Andrew E. Hyatt
City Manager

October 23, 2018

To Whom It May Concern:

Re: Debris Tech

The City of Neptune Beach appreciates the efforts put forth by Debris Tech in assisting our city with the clean-up effort in the aftermath of Hurricane Irma. It is with great pleasure that I am writing this letter of recommendation on behalf of the residents of Neptune Beach, Florida.

The entire staff of Debris Tech was professional and trained properly in the reporting techniques required by FEMA. The Debris Tech staff worked closely with our debris removal team making the removal and reporting process efficient all the way to the complete removal of all storm debris. The data provided was presented in a manner that made it easy to reconcile invoices.

We had a very positive experience with Debris Tech and we highly recommend their services. Please let me know if you have any questions regarding the services Debris Tech provided the City of Neptune Beach.

Respectfully,

Leon Smith
Director of Public Works

116 First Street • Neptune Beach, Florida 32266-6140
(904) 270-2400 x 31 • FAX (904) 270-2526

COMMENDATION LETTER

DEPARTMENT OF PUBLIC WORKS

JACKSONVILLE BEACH

City of
Jacksonville Beach
Operations &
Maintenance Facility
Department of Public
Works
1460-A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6219
Fax: 904.247.6117

www.jacksonvillebeach.org

October 22, 2018

Mr. Brooks Wallace, P. E.
Principal
DebrisTech, LLC (ARX Disaster Management, Inc)
925 Goodyear Blvd.
Picayune, MS 39466

Subject: Letter of Recommendation

I am very pleased to say that DebrisTech (Formerly ARX Disaster Management, Inc.) is currently under a five (5) year continuing service contract with the City of Jacksonville Beach to provide debris monitoring services during declared emergencies.

In 2016 and 2017 DebrisTech provided debris monitoring services resulting from Hurricanes Matthew & Irma respectively. Members of their staff were very knowledgeable and up to date with all of the FEMA guidelines and regulations, which helped facilitate both of our claims to FEMA. Whenever we had questions, DebrisTech's staff had the answers. DebrisTech's staff worked very closely with our Debris Recovery Contractor and our in-house cleanup crews to make sure all of the debris and related expenses were accounted for and were able to be retrieved after the cleanup was completed. As a result of their efforts, our claims to FEMA went through without a hitch.

Prior to the issuance of DebrisTech's contract, the City of Jacksonville Beach performed debris monitoring with its in house personnel and it turned out to be a total farce. Records were damaged, lost or forgotten and I am positive that the City of Jacksonville never came close to recovering the amount of money that they could have, if they would have had a contractor like DebrisTech to perform the necessary paperwork.

In closing, I would like to state that it has been a pleasure working with all of the members of DebrisTech and I look forward to continue to work with such a well ran organization.

Sincerely,

Dennis R. Dupries

Dennis R. Dupries
Construction Project Manager
City of Jacksonville Beach, FL 32250

COMMENDATION LETTER

David Stevens, Chairman
Bill Watson, Vice-Chairman
Joel Williams, Commissioner
Charles Jordan, Commissioner
Kelly S. Spratt, Commissioner

Adam S. Poppell, III, County Attorney
Richard E. Braun, Jr., Deputy County Attorney
John "Patrick" Zoucks, County Manager
Shawn Jordan, Deputy County Manager
Sherrell D. Davis, County Clerk

McIntosh County Board of Commissioners
P.O. Box 584 • 1200 North Way • Darien, Georgia 31305 • 912-437-6671 • FAX 912-437-6416

October 24, 2018

To Whom It May Concern

In the aftermath of Hurricane Irma McIntosh County contracted with Debris Tech for monitoring debris removal. The staff of Debris Tech were very professional, and they were knowledgeable in the requirements of FEMA and GEMA. They kept detailed records during this event and when FEMA had questions about submitted, debris removal documentation, Debris Tech was always available to answer questions, and provide additional information on documenting debris. There was never a "let me get back to you on that" response.

In the event of another disaster McIntosh County would not hesitate to contact Debris Tech to monitor operations for the county. It was a pleasure working with them and we would recommend their services to anyone in need.

Sincerely,

Ty S. Poppell
Director McIntosh County EMA
/ Public Safety / Homeland Security
/ County Safety Coordinator / CODE Enforcement
1019 Production Row
PO Box 584
Darien, Ga. 31305
Phone: 912-437-5170
Cell: 912-258-1343

COMMENDATION LETTER

COREY GLENN
Mayor

Telephone: 662-256-5635 (ext 2)
Fax: 662-256-6320

City of Amory

P.O. Drawer 457
Amory, Mississippi 38821

ALDERMEN

Joe McGonagill
Mike Edgeworth
Barry Woods, Sr.
Mark Mitchell
Glen Bingham

1/9/2024

I am composing this letter on behalf of the City of Amory to convey our satisfaction and appreciation for the debris monitoring services provided by DebrisTech during our response to the March 2023 tornado. It is with great satisfaction that I endorse DebrisTech as a dependable partner for any community in search of professional debris monitoring solutions.

Amory encountered challenges in the aftermath of the 2023 tornado, and the debris monitoring services provided by DebrisTech played a pivotal role in our recovery efforts. DebrisTech demonstrated professionalism and effectiveness in overseeing debris operations, and we anticipate receiving full reimbursement from FEMA.

Throughout our collaboration, DebrisTech maintained transparent communication and promptly addressed queries or concerns. Their team collaborated seamlessly with our city officials, providing regular updates, and ensuring that our specific needs were met. Specifically, DebrisTech's project manager, Tyler Williamson, was knowledgeable, consistent, and available throughout the debris operations.

In conclusion, based on our positive experience with DebrisTech, I wholeheartedly recommend their debris monitoring services to any community in need of a reliable partner. Their commitment to excellence and dedication to supporting communities during challenging times position them as a valuable asset in the field of debris monitoring.

Feel free to reach out if you need additional information or have further inquiries regarding our collaboration with DebrisTech.

We appreciate DebrisTech's service and will certainly work with them in the future should another disaster occur.

Sincerely,

Mayor
Corey Glenn

COMMENDATION LETTER

City of Wynne

206 S. Falls Blvd
Wynne, Arkansas 72396

JENNIFER HOBBS, MAYOR
jhobbs@cityofwynne.com

(870)238-0027
(870)208-1111 fax

April 1, 2024

To Whom It May Concern,

Our city, Wynne, Arkansas, experienced an EF3 rated tornado on March 31, 2023, causing widespread devastation and resulting in the loss of nearly 200 homes and businesses.

Shortly after the tornado hit, I was faced with selecting a debris monitoring company. I chose to work with Debris Tech, a debris removal monitoring company based in Picayune, MS. Debris Tech worked hand-in-hand with my team and our debris removal contractor. The project manager and team they sent were impeccable and I could not have chosen a better company to partner with.

During the term of their contract, Debris Tech exceeded expectations. Their willingness to educate my team on the debris monitoring process, and their ability to get the job done in a swift and efficient manner places them head and shoulders above other contractors in the business. They were flexible and attuned to the needs of the city, willingly adjusting the plan to appropriately fit the demand, and potentially savings our city thousands of dollars.

I would not wish a tragedy like the one we experienced on anyone, but having a partner like Debris Tech has made the clean-up phase run significantly smoother than I could have ever expected. They were a vital piece of the puzzle, and we would not have been successful without them.

I am happy to answer any questions you may have; I can be reached via telephone at 870-238-0027 or via email at jhobbs@cityofwynne.com.

Sincerely,

Jennifer Hobbs

Jennifer Hobbs
Mayor, Wynne, Ar

COMPANY **CONTACTS**

The authorized contract negotiators for this project are:



Brooks Wallace, Founder and Managing Principal
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-916-1113 (cell)
Email: brooks@debristech.com



Debra McCormick, Business Manager
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-658-9598
Email: debra@debristech.com

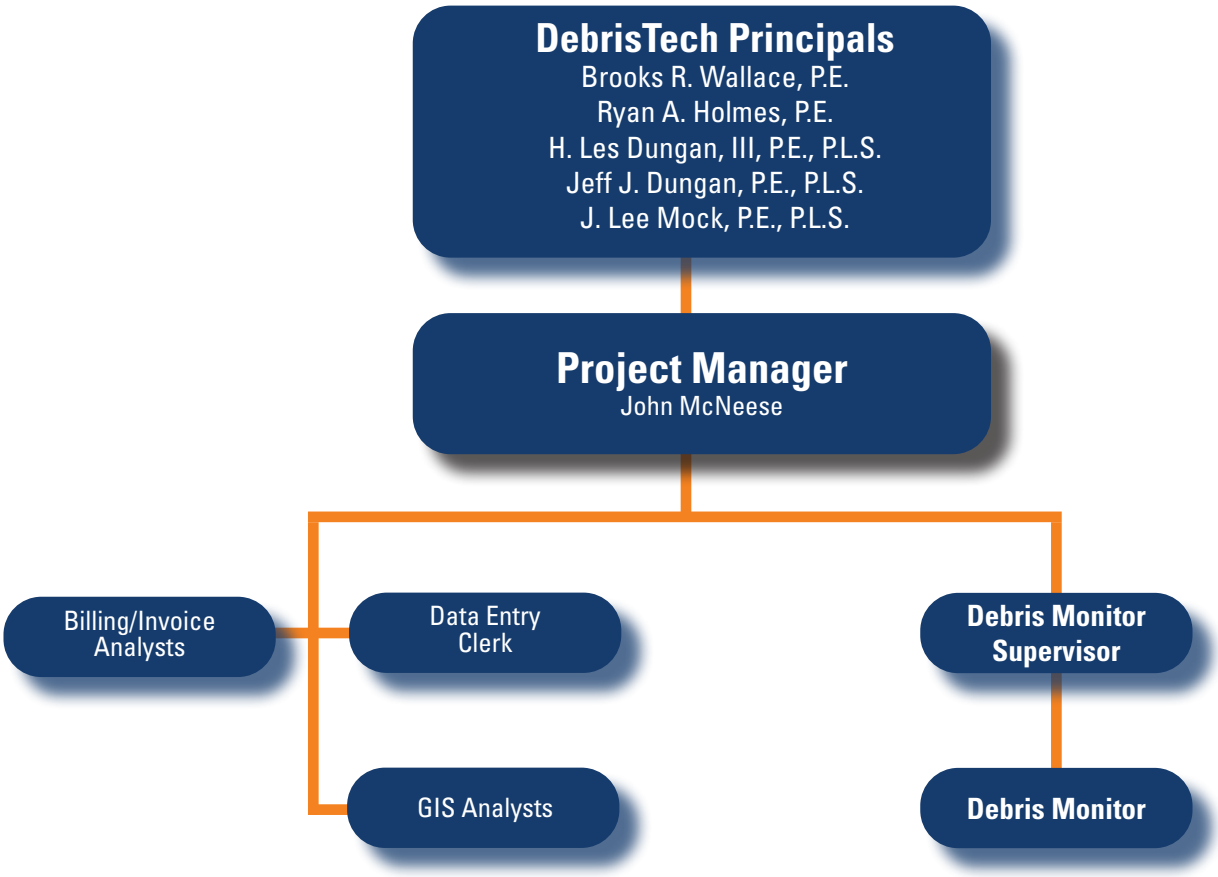


Key Personnel Information and Points of Contact for DebrisTech:
Buck Dickinson, Regional Manager
335 N. Monroe St., Tallahassee FL, 32301
Phone: 601-658-9598
Email: bdickinson@debristech.com



John McNeese, Senior Project Manager
923 Goodyear Blvd., Picayune MS 39466
Phone: 601-658-9598
Email: jmcneese@debristech.com

ORGANIZATIONAL **STRUCTURE**



The number of Monitors will be dependent on the number of loading operations being operated by the Debris Removal Contractor. The Field Supervisor position will be staffed at one Supervisor per six Monitors.

AVAILABLE **STAFF**

MANAGEMENT TEAM

In the event of a contract activation, DebrisTech has a large and highly-trained Management Team available for immediate deployment. The Experience Matrix on the following pages details our extensive experience.

Principals
Brooks Wallace
Jeff Dungan
Ryan Holmes
Lee Mock
Les Dungan

Regional Managers
John McNeese
Dennis Cruthirds
Tyler Williamson
Buck Dickinson

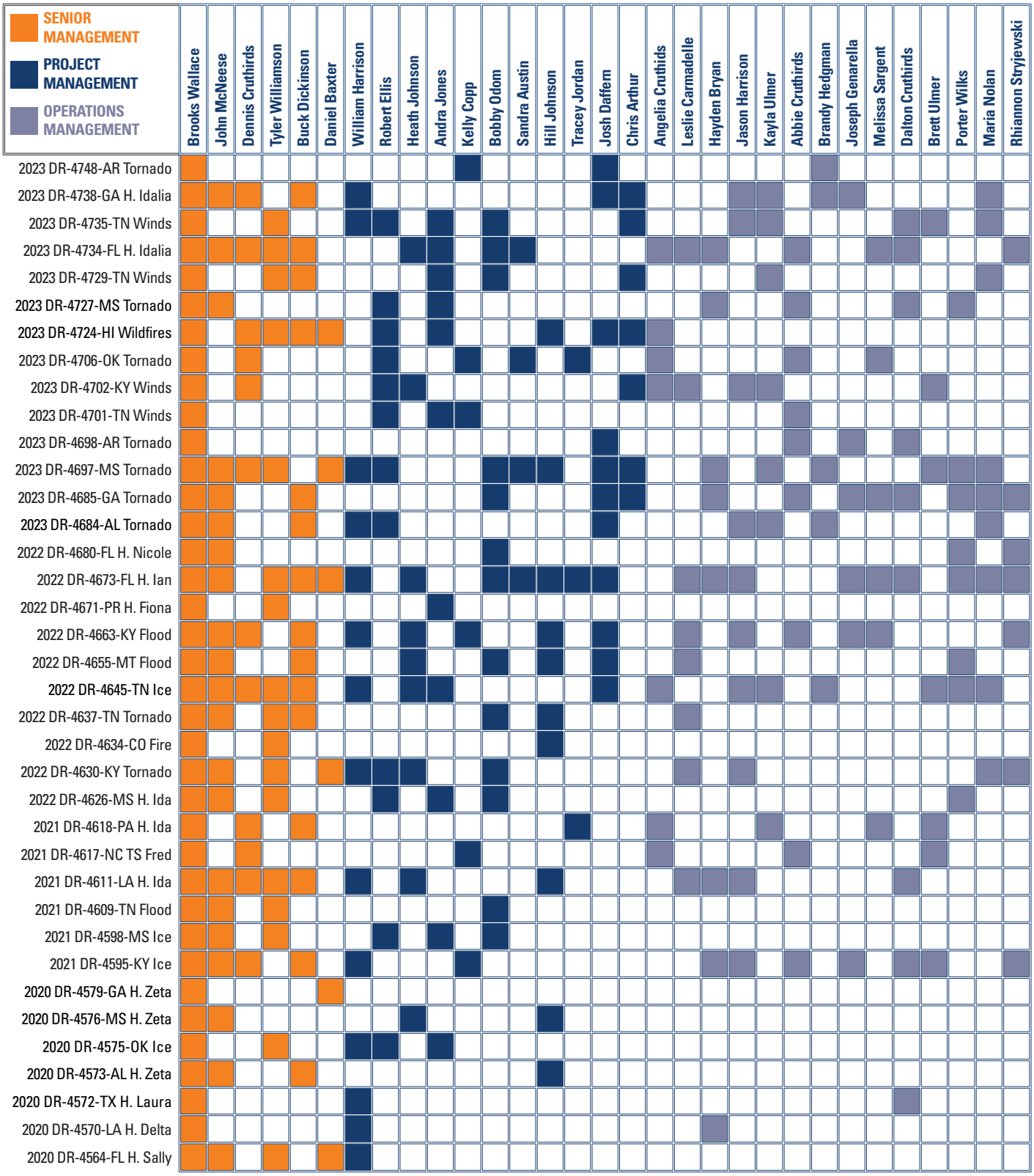
Project Managers
Ivan Ramos
Robert Ellis
William Harrison
Sandra Austin
Josh Daffern
Heath Johnson
Kelly Copp
Bobby Odom
Hill Johnson
Tracey Jordan
Chris Arthur

Operations Managers
Leslie Carmadelle
Hayden Bryant
Abbie Cruthirds
Hunter Austin
Jason Harrison
Will Jordan
Kayla Ulmer
Dalton Cruthirds
Joseph Genarella
Brandy Hedgman
Rianna Stryjewski
Angelia Cruthirds

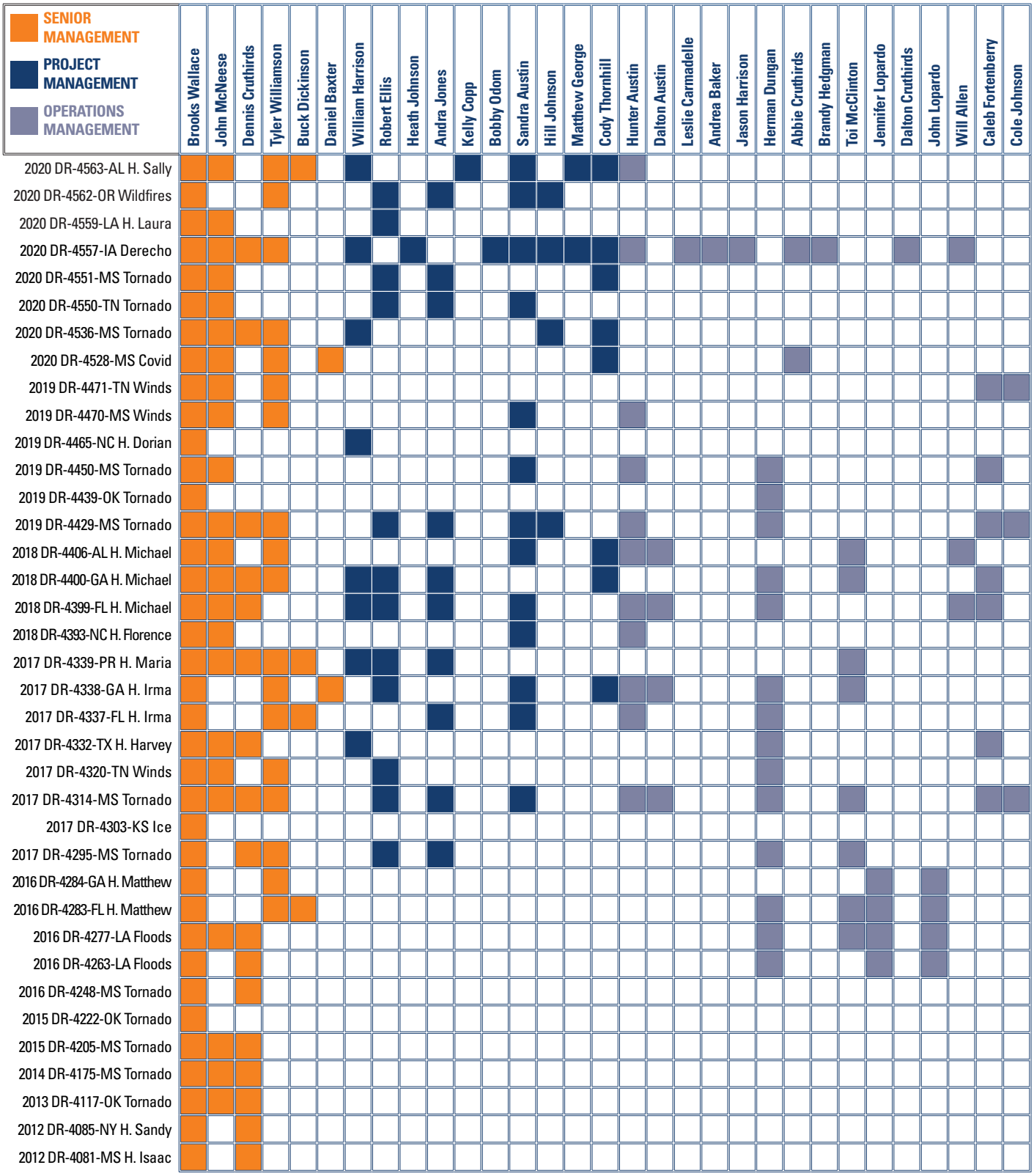
ABILITY TO RESPOND QUICKLY

DebrisTech's Management Team lives throughout the United States, allowing us to respond immediatley to any need. In addition, DebrisTech owns and operates a private jet, which allows DebrisTeach to respond to any disaster within 24 hours of a Noitice to Proceed.

EXPERIENCE **MATRIX**



EXPERIENCE MATRIX



BROOKS WALLACE, P.E., President

brooks@debristech.com



Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering and in debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns. In addition to the DebrisTech Automated Debris Management System, Mr. Wallace custom-designed the Emergency Operations Supply Tracking (EOST) system for the state of Mississippi to track hundreds of millions of dollars of COVID-19 supplies. Additionally, Mr. Wallace custom-designed the Debris Operations Tracking System (DOTS) for the state of Florida to better respond to statewide disaster events.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC
Founder/Creator - 2010 - Present

Dungan Engineering, P.A.
Principal Engineer - 2002 - Present

Education

University of Mississippi
Bachelor of Science, Civil Engineering

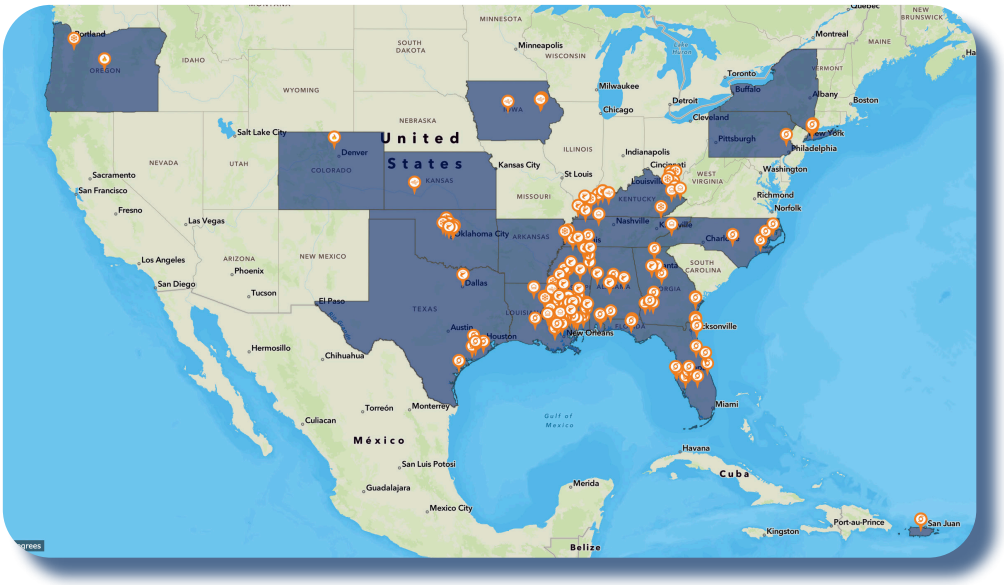
Disasters Worked

2023 DR-4685-GA Tornadoes
2023 DR-4685-AL Tornadoes
2022 EM-3587-FL Tropical Storm Nicole
2022 DR-4673-FL Hurricane Ian
2022 DR-4671-PR Hurricane Fiona
2022 DR-4663-KY Floods
2022 DR-4645-TN Winter Storms
2022 DR-4637-TN Straight-Line Winds
2021 DR-4634-CO Wildfires
2021 DR-4630-KY Tornadoes
2021 DR-4626-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida

EOST DOTS

BROOKS WALLACE, P.E., President

2021 DR-4611-LA Hurricane Ida
2021 DR-4609-TN Floods
2021 DR-4617-NC Floods
2021 DR-4595-KY Ice Storm
2021 DR-4598-MS Ice Storm
2020 DR-4579-GA Hurricane Zeta
2020 DR-4576-MS Hurricane Zeta
2020 DR-4575-OK Ice Storm
2020 DR-4573-AL Hurricane Zeta
2020 EM-3549-LA Hurricane Zeta
2020 DR-4570-LA Hurricane Delta
2020 DR-4563-AL Hurricane Sally
2020 DR-4564-FL Hurricane Sally
2020 DR-4562-OR Wildfires
2020 DR-4572-TX Hurricane Laura
2020 DR-4559-LA Hurricane Laura
2020 DR-4557-IA Derecho
2020 EM-3530-TX Hurricane Hanna
2020 DR-4550-TN Tornadoes
2020 DR-4551-MS Tornadoes
2020 DR-4536-MS Tornadoes
2020 DR-4528-MS COVID-19
2019 DR-4470-MS Straight-Line Winds
2019 DR-4471-TN Straight-Line Winds
2019 DR-4465-NC Hurricane Dorian
2019 DR-4439-OK Tornadoes
2019 DR-4450-MS Tornadoes
2019 DR-4429-MS Tornadoes
2018 DR-4406-GA Hurricane Michael
2018 DR-4400-GA Hurricane Michael
2018 DR-4339-FL Hurricane Micahel
2018 DR-4393-NC Hurricane Florence
2017 DR-4339-PR Hurricane Maria
2017 DR-4338-GA Hurricane Irma
2017 DR-4337-FL Hurricane Irma
2017 DR-4332-TX Hurricane Harvey
2017 DR-4320-TN Straight-Line Winds
2017 DR-4314-MS Straight-Line Winds
2017 DR-4295-MS Tornadoes
2017 DR-4303-KS Winter Storm
2016 DR-4284-GA Hurricane Matthew
2016 DR-4283-FL Hurricane Matthew
2016 DR-4277-LA Floods
2016 DR-4263-LA Floods
2016 DR-4248-MS Tornadoes
2015 DR-4222-OK Tornadoes
2014 DR-4175-MS Tornadoes
2013 DR-4117-OK Tornadoes



JOHN MCNEESE, Sr. Project Manager

jmcneese@debristech.com



John McNeese is a Project Manager and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

Experience

DebrisTech, LLC
Project Manager - 2012 - Present

Wallace Environmental
Project Manager - 2010-2011

TL Wallace Construction
2010 - Project Manager

Holiday Construction
Project Manager - Equipment Operator - 2005-2006

Education

Disasters Worked

2023 DR-4738-GA Hurricane Idalia

2023 DR-4734-FL Hurricane Idalia

2023 DR-4698-AR Tornadoes

2022 DR-4655-MT Flooding

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

DENNIS CRUTHIRDS, Sr. Project Manager

dennis@debristech.com



Dennis Cruthirds is a Project Manager with DebrisTech. His duties include the daily operations of the project, quality assurance/quality control of monitoring operations, the documentation of employee time, and delivering updates to the client's representative. Mr. Cruthirds has 12 years of experience in construction material testing and 16 years of debris monitoring. He brings a wealth of knowledge, capabilities, and experience to our clients and has worked on numerous debris removal monitoring and disaster recovery projects. During his career, Mr. Cruthirds has successfully managed the monitoring of millions of cubic yards of debris for some of the most catastrophic disasters across the nation. He has served as a project/site manager in Iowa, after the effects of a Derecho. He is currently over seeing operations in Kentucky. His personality and experience affords him a perfect relationship with contractors, as well as our clients.

Experience

DebrisTech, LLC
Project Manager - Operations Manager - 2012 - Present
Data Manager - Field Monitor - Field Supervisor - 2014
Dungan Engineering, P.A.
CMT Lab Manager - CMT Inspector - 2007 - 2018
Field Supervisor - Operations Manager 2005 - 2008

Training - Emergency Management Institute - FEMA Certified
IS-00008.a, IS-00019.15, IS-00020.15, IS-00021.15, IS-00022, IS-00026, IS-00027, IS-00029, IS-00033.15, IS-00042, IS-00100.b, IS-00100.pwb, IS-00100.fda, IS-00107.15, IS-00144, IS-00207, IS-00247, IS-00250.a, IS-00265, IS-00293, IS-00324.a, IS-00325, IS-00346, IS-00366, IS-00362.a, IS-00386, IS-00395, IS-00403, IS-00420, IS-00520, IS-00522, IS-00546.a, IS-00547.a, IS-00548, IS-00551, IS-00558, IS-00613, IS00632.a, IS-00634, IS-00660, IS-00662, IS-00701.a, IS-00702.a, IS-00703.a, IS-00706, IS.00720, IS-00775, IS-00801, IS-

Disasters Worked

2023 DR-4734-FL Hurricane Idalia

2023 DR-4727-MS Tornado

2023 DR-4702-KY Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

TYLER WILLIAMSON, Sr. Project Manager

twilliamson@debristech.com



Tyler Williamson is a Regional Manager with DebrisTech. Collateral duties include overseeing the daily operations of the assigned projects, including coordinating the recovery efforts with the client, FEMA PA consultants, local, state and federal agencies. He has exceptional documentation practices and excels in strategical planning. Mr. Williamson has several years of experience with DebrisTech at nearly every position in the company. He has worked on more than 40 debris removal and disaster recovery projects. He is leading our efforts in Oregon with the training and supervision of hundreds of debris monitors. He also manages data, produces daily reports, for the debris monitoring effort for the several project through the southeast. Mr. Williamson has helped clients address their recovery needs through expertise, technology and knowledge. Utilizing past experience, together with these ever developing skills, make him a valuable asset to DebrisTech.

Experience

DebrisTech, LLC
Project Manager - Operations Manager - 2015 - Present
Data Manager - Field Monitor - Field Supervisor - 2014

Education

University of Mississippi
Bachelor of Science in Business Administration, Managerial Finance

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2023 DR-4729-TN Straight-line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 DR-4626-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Wildfires and Straight-Line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Tropical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

BUCK DICKINSON, Public Assistance

bdicksinson@debristech.com



Buck Dickinson is the Public Assistance Director at DebrisTech. He comes with a wealth of experience in all aspects of debris management. His previous experience in emergency management spans every aspect of Public Assistance. As State Public Assistance Officer for the Florida Division of Emergency Management he led teams comprised of state and private sector consultants for all open events in the State of Florida. Buck has experience in the disaster declaration process, project development, programmatic compliance, project and event closeout and facilitating efficient communication between applicants, state entities, and FEMA. His contribution to DebrisTech will provide clients with a subject matter expert of the entire Public Assistance program, with an emphasis on ensuring accurate project obligation to closeout. Buck brings a solution-based perspective to project's unique issues resulting in clients gaining program knowledge which prepares them for future events.

Experience

DebrisTech, LLC
Public Assistance Director - 2022 - Present

Florida Division of Emergency Management
State Public Assistance Officer - 2019 - 2022
Programmatic Review Team Lead - 2018 - 2019
Public Assistance Coordinator - 2007 - 2010

Wheeler EMC
Emergency Management Consultant - 2016 - 2018

ER Asisst
Project Manager - 2012 - 2016

O'Brien's Response Management | BP Oil Spill

Disasters Worked

2023 - DR-4684-AL (Tornado), DR-4685-GA (Tornado), DR-4697-MS (Tornado), DR-4698-AR (Tornado), DR-4702-KY (Severe Storms), DR-4706-OK (Tornado), DR-4711-KY (Floods), DR-4729-TN (Tornado), DR-4734-FL (Idalia), DR-4735-TN (Severe Storms), DR-4738-GA (Idalia), DR-4742-TN (Severe Storms)
2022 - DR-4663-KY (Floods), DR-4671-PR (Fiona), DR-4673-FL (Ian), DR-4680-FL (Nicole)
2021 - DR-4618-PA (Ida), EM-3551-FL (Eta), EM-3560-FL (Surfside Building Collapse), EM-3561-FL (Elsa), EM-3562-FL (Fred)
2020 - DR-4486-FL (COVID), DR-4468-FL (Dorian)
2019 - DR-4468-FL (Dorian)
2018 - DR-4337-FL (Irma)
2017 - DR-4283-FL (Matthew)
2016 - DR-4280-FL (Hermine)
2014 - DR-4205-MS (Tornado), DR-4177-FL (Severe Storms)
2013 - DR-4138-FL (Severe Storms)
2012 - DR-4068-FL (Debby), DR-4068-FL (Isaac)
2010 - BP Oil Spill
2009 - DR-1840-FL (Severe Storms), DR-1831-FL (Flooding)
2008 - DR-3293-FL (Ike), DR-1785-FL (Fay), DR-3288-FL (Fay), DR-1806-FL (Gustav)
2007 - DR-1679-FL (Severe Storms)
2005 - DR-1604-MS (Katrina), DR-1609-FL (Wilma), DR-1602-FL (Katrina), DR-1595-FL (Dennis)
2004 - DR-1551-FL (Ivan), DR-1545-FL (Frances), DR-1539-FL (Charley), DR-1561-FL (Jeanne)

Professional Certifications

Advanced Professional Series in Emergency Management
Professional Development Series in Emergency Management
50+ FEMA Courses

DANIEL BAXTER, C.P.A., Chief Financial Officer

dbaxter@debristech.com



Daniel Baxter is the Chief Financial Officer at DebrisTech. He graduated from the University of Mississippi with a Bachelor of Accountancy and a Master of Accountancy and Data Analytics. He is a licensed certified public accountant in the states of Mississippi and Tennessee and is active in his continued education in the accounting industry. Prior to DebrisTech, Daniel has experience working at a global accounting firm where he audited the financial statements of large public and private companies in the healthcare and manufacturing industries. He has a background that excels in providing data integrity and assurance from financial audits to disaster response. In addition to his auditing and disaster response experience, Daniel worked in Washington as a junior fellow at the Library of Congress appointed by Congressman Gregg Harper, the Chairman of the Committee on House Administration in 2018, where he made connections and learned about the innerworkings of government and documentation between Congress and the Library of Congress. Daniel is active in the disaster response industry by working with fellow debris contractors and lobbying FEMA on behalf of DebrisTech's clients to fulfill the needs required to make a full recovery after a natural disaster.

As a Data Manager for DebrisTech, Daniel was a part of the team credited with the development of the Emergency Operations Supply Tracking Program. Utilizing this internally developed program Daniel, and the teams of asset managers, are still responsible for tracking over $100,000,000.00 of PPE.

While managing the EOST program, Daniel also assisted with invoice reconciliation from debris removal projects across the country. His background in accountancy and law work provide him with the knowledge and experience to parse dense removal contractor invoices. These invoices must be compared to the DebrisTech ADMS data and if correct, recommended payment by the client.

Daniel has assisted cities and communities address their recovery

Experience

DebrisTech, LLC
Chief Financial Officer - 2022 - present
Project/ Data Manager - 2020 - 2022

Audit Intern-BDO USA, LLP
Junior Fellow-Library of Congress
Law Clerk-Swayze Alford Attorney at Law

Education - Emergency Management Institute - FEMA Certified

University of Mississippi
Master of Accountancy and Data Analytics
Bachelor of Accountancy, University of Mississippi
TN – CPA License #28200 (August 2021 – Present)
MS – CPA License #R8152 (September 2021 – Present)

Disasters Worked

2023 DR-4706-OK Tornadoes

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 Mississippi EMA Covid-19 PPE Inventory Allocation

2020 Mississippi Department of Health Covid-19 PE Inventory Allocation

2020 DR-4562-OR-Oregon Wildfires and Straight-Line Winds

CINDY CARTER, Senior Data Analyst

cindy@debristech.com



Mrs. Carter has 20 years experience in real estate as a licensed agent. In 2018 she joined DebrisTech to reconcile contractor invoices with our recorded data. Her responsibilities include communicating effectively with DebrisTech clients and removal contractors to correctly and efficiently evaluate invoices. Mrs. Carter is detail oriented with a solid reputation as efficient and highly-dependable. She has navigated multiple projects while maintaining a professional, quality relationship with the clients. Her largest projects to includes Puerto Rico - DRD following Hurricane Maria and is currently assisting the clients in Mississippi, Kentucky, Tennessee and Louisianna. These clients include invoices from St. Charles Parish (Hurricane Ida), Mississippi Dep. of Health (Covid), and Mississippi EMA (Covid).

Experience

DebrisTech, LLC
Invoice Analyst - 2018 - Present

Education

University of Southern Mississippi
Bachelor of Science, Criminal Justice

Disasters Worked

2023 DR-4724-HI Maui Wildfires

2023 DR-4734-FL Hurricane Idalia

2023 DR-4735-TN Straight-Line Winds

2022 DR-4637-TN Severe Storms, Tornadoes, Straight-line Winds, and Flooding

2021 4630-DR-KY Tornadoes

2021 4626-DR-MS Hurricane Ida

2021 DR-4618-PA Hurricane Ida

2021 DR-4611-LA-Hurricane Ida

2020 DR-4562-OR-Oregon Wildfires and Straight-line Winds

2021 DR-4598-MS-Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes,Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

GARRETT SAULS, Data Manager

gsauls@debristech.com



At DebrisTech Mr. Sauls has been responsible for developing all of our ADMS, GIS, Drone, and roadway video documentation services. He, along with the owner Brooks Wallace, customize the ADMS to meet the exact needs of every client. In his first few years Garrett has made a lasting impact on the level of services our clients receive. As ADMS and QA/QC specialist he has verified that each ticket on every project is complete and meets the standards that FEMA requires. His most impressive work was for the City of Selma where he used satellite imagery to verify the location of hazardous trees endangering the right-of-way.

Experience

DebrisTech, LLC
Data Manager - 2021 to present

NASA OCIO Development Intern - Fall
Implementing both previous projects along with other new projects to come.

NASA OCIO Development Intern - Summer
Developed a networkable Foot Traffic Counter for Return to Work scenarios

Networking Assistant
Assisting in complete renovation and reorganization of a 100+ line network.

NASA OCIO Development Intern - Summer
Developed an Asset Tracking system using Bluetooth Low Energy and a Raspberry Pi.

NASA STEM Engagement Intern - Spring
Organized and started the development of a regional wide robotics event.

Education

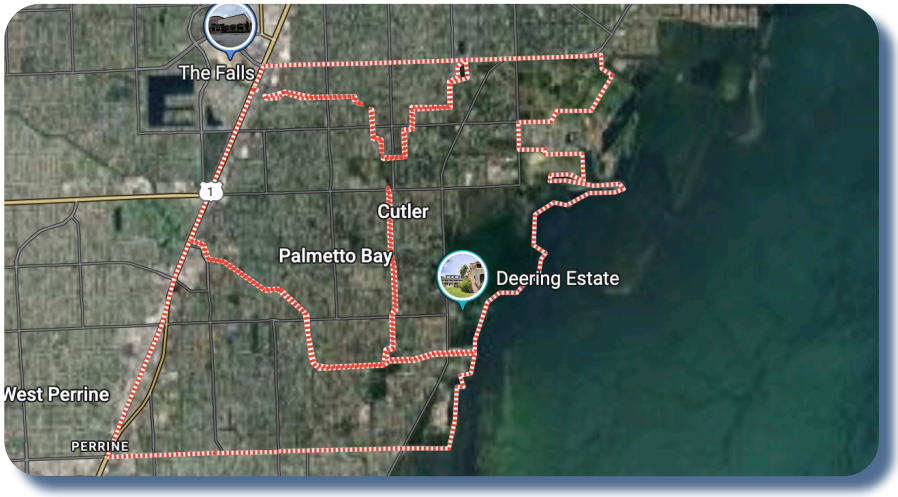
University of Southern Mississippi
Bachelors of Computer Science
Managerial Finance

Disasters Worked

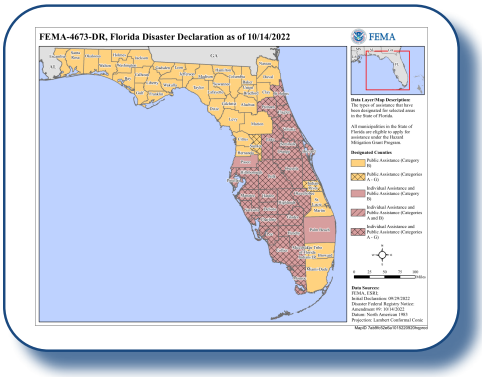
2023 DR-4724-HI Maui Wildfires
2023 DR-4734-FL Hurricane Idalia
2023 DR-4735-TN Straight-Line Winds
2023 DR-4685-GA Tornadoes
2023 DR-4685-AL Tornadoes
2022 EM-3587-FL Tropical Storm Nicole
2022 DR-4673-FL Hurricane Ian
2022 DR-4671-PR Hurricane Fiona
2022 DR-4663-KY Floods
2022 DR-4645-TN Winter Storms
2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding
2021 DR-4630-KY Tornadoes
2021 DR-4626-MS Hurricane Ida
2021 DR-4618-PA Hurricane Ida
2021 DR-4611-LA-Hurricane Ida

DISASTER **RESPONSE**

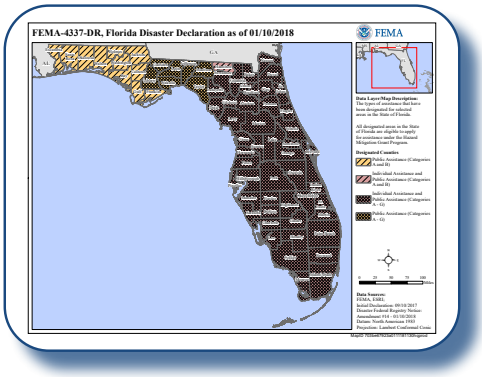
The Village of Palmetto Bay is a located within Miami-Dade County and comprises 8.44 square miles. Its population (2020) is 24,439. Over the past several years, **Palmetto Bay** has been impacted by several natural disasters, including threats from flooding and hurricanes.



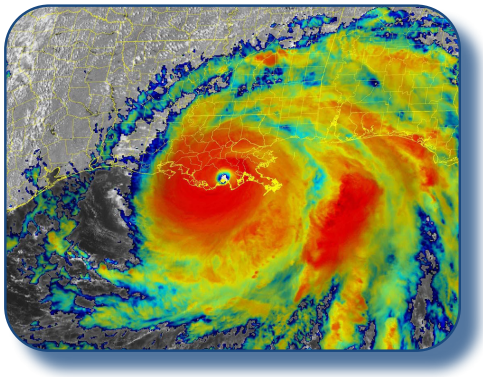
Hurricane Ian
DR-4673-FL (2022)



Hurricane Irma
DR-4337-FL (2017)



Future Threat:
Hurricane



Utilizing a Debris Management Plan adopted by **Palmetto Bay**, DebrisTech proposes to implement its decades of expertise to assist the Client through all phases of a natural disaster, in this case a theoretical Category 3 Storm.

PHASE 1: PREPARED READINESS (Pre-Event to Incident)

PHASE 2: IMMEDIATE RESPONSE (Day 0 to Response End)

PHASE 3: SUSTAINED RESPONSE (72 hrs to Debris Operations End)

PHASE 4: DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

TIMELINE **PHASES**

Disaster Phases	Pre-Event to Incident	0-72 hrs	72 hrs to Debris Operations End	Post Debris Operations
PREPARED READINESS				
IMMEDIATE RESPONSE				
SUSTAINED RESPONSE				
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY				

PREPARED READINESS (Pre-Event to Incident)

Normal Operations

- Maintain pre-event contract packets
- Logistics team maintains debris monitoring support equipment
- Administration team monitors Federal/State/Local guidelines to ensure regulatory changes are incorporated in debris monitoring processes and procedures

Elevated Threat

- DebrisTech notifies key personnel to be prepared to deploy within 24 hours of activation
- Closely monitor potential area of impact and type of potential event

Credible Threat

- Contact Client point of contact informing them that DebrisTech is prepared to deploy if needed
- Mobilize Project Management Team to safe location that is near the potential area of impact
- Contact previously hired monitors who live in the impacted and surrounding areas and placing on stand-by

TIMELINE **PHASES**



PREPARED READINESS Quality Assurance/Quality Control

Starting well before any event occurs, DebrisTech's Administrative Team stays engaged with policy makers by attending trainings at conferences and by being active members in organizations such as Disaster Recovery Coalition of America (DRCA). DebrisTech stays ahead of all policy changes through these engagements.

DebrisTech's Administrative Team is available to meet with Clients in-person or virtually for pre-season training events to ensure the Client's Emergency Management Team is prepared for potential disasters.

IMMEDIATE RESPONSE (Day 0 to Debris Operations End)

Immediate Response Team Arrives – First 24 to 48 hrs (depending on level of impact)

Project Management Team to perform administrative tasks:

- Notice to proceed
- Consulting on emergency procurement (if needed)
- Consult on Client's force account debris operations to ensure compliance with reimbursement requirements

Operations Team:

- Set up Mobile Command Unit
- Activate pre-hired monitors to area of response
- Monitor first-push road clearing debris operations (if needed)

Project Startup – 48 hrs to 72 hrs

Project Management assists/consults with Client for:

- Estimating debris quantities
- Identifying areas of impact
- Debris Management Site activation/authorization
- Coordinating with Debris Removal Contractors to determine staffing needs

TIMELINE **PHASES**

- Operations Team:
  - Advertising for local hiring
  - Training new hires
  - Certifying truck capacity, placarding trucks, and registering trucks in ADMS
  - Ensure debris management site is compliant with Local/State/Federal regulations
  - Begin monitoring right-of-way debris removal operations

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control

DebrisTech's ADMS system includes QA/QC in each process step. This reduces the potential for human error in any step that can rely on automation. There are many processes that cannot be automated and allowing team members to focus exclusively on these steps increases efficiency.

DebrisTech's Truck Certification Software was custom designed to allow truck certifications to be quickly measured, data entered, volumes calculated and placards affixed to each truck. Calculations are performed within the system which removes the possibility of calculation errors. Trucks are randomly re-certified throughout operations. DebrisTech's ADMS system will not allow for new trucks to be brought into operations without the truck certification process.

*DebrisTech deploys **DT360** vehicles to every job to capture a visual baseline of the impacted area. This footage is captured exclusively for QA/QC purposes and can be referenced for a variety of uses.*

SUSTAINED **RESPONSE** (72 hrs to Response End)

Project Management

- Ensures daily debris reports are received by client representatives and contracted debris removal contractor management
- Assists with expedited project worksheet development (if needed)
- Ensures number of debris monitors is appropriate to the number of debris trucks, tree crews, and private property debris removal (PPDR) teams

TIMELINE **PHASES**

- Coordinates with Client and Debris Removal Contractors on different potential debris operations:
  - ROW Debris
  - Leaner/Hanger/Stump removal
  - Private Roads ROW Debris – Non-gated and open to public
  - Private Roads ROW Debris – Gated, Restricted Access, or infrequently used road.
  - PPDR
  - Waterway debris removal
- Ensures accurate and timely invoices are produced and submitted to Client representative

Operations Team

- Ensures safety compliance through daily safety briefing
- Maintains operational control of debris monitoring by:
  - Ensuring monitors are knowledgeable of debris regulation and guidance
  - Managing daily schedules to prevent burn-out
  - Clearly communicating operational changes to all debris monitors
  - Ensures quality of debris tickets through daily ticket reviews
- Communicates daily activities to Project Management

DEBRISTECH QA/QC

SUSTAINED RESPONSE Quality Assurance/Quality Control

DebrisTech iPads capture location by GPS and correlate the GPS location to the address, eliminating the need for monitors to manually type in this data. Images are taken of every debris load at pickup, entry and exit of Debris Management Sites to ensure eligibility. Images are captured of every hazardous limb, hazardous tree, along with measurements to ensure accuracy for invoicing and reimbursement. Project Managers review load tickets in real-time to provide immediate feedback to field monitors which can include field monitors having to recapture images.

Because DebrisTech maintains real-time ticket reviews, this allows every debris ticket to be reconciled at the close of business daily. DebrisTech Project Managers reconcile every ticket with Debris Removal Contractors prior to the Daily Reports going out each evening. Daily reconciliation identifies potential reimbursement issues before they become a costly error.

TIMELINE **PHASES**

DEBRISTECH QA/QC

IMMEDIATE RESPONSE Quality Assurance/Quality Control *(continued)*

DebrisTech's Administrative Team reviews Debris Removal invoices and provides recommended payment to each Client. Since data is reconciled daily accurate invoices are developed in a timely manner.

DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY

Project Management

- Debris Management Site closeout and reclamation
- Assist client with after-action-reports
- Maintain administrative support for Project Worksheet development, obligation, payment, and closeout

DEBRISTECH QA/QC

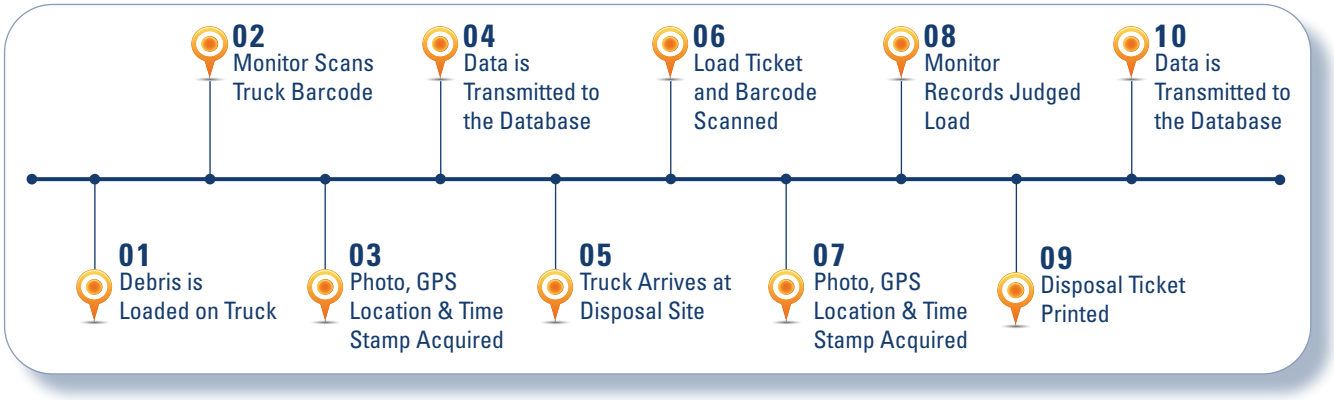
DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY
Quality Assurance/Quality Control

DebrisTech field operations end when debris operations conclude but DebrisTech's Administrative Team stays in close contact with every Client through every step of the reimbursement process. DebrisTech also performs project After Action Reviews with each Client to ensure a continual improvement of processes and procedures.

AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*.



DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.



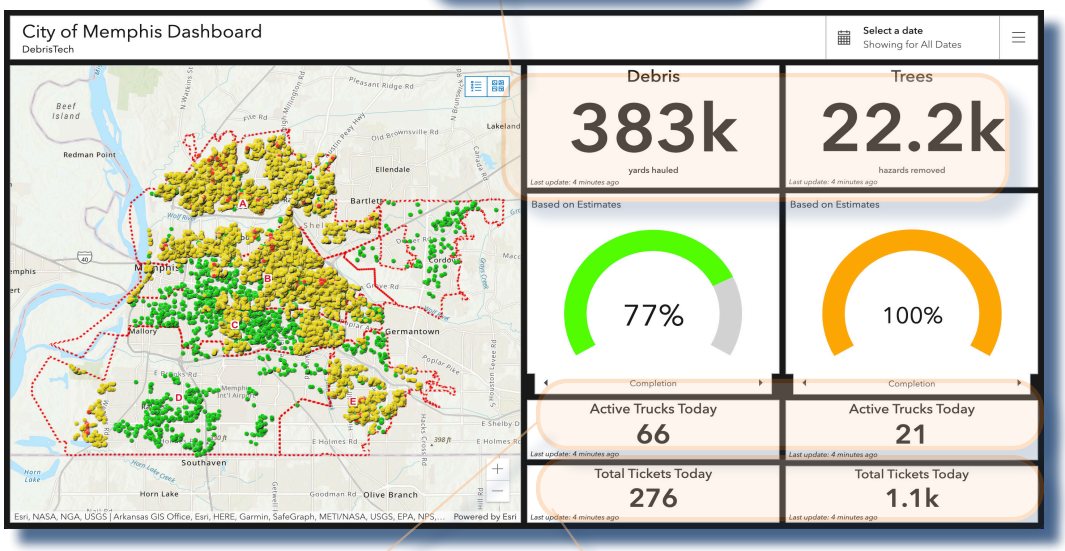
At NO additional cost, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential Clients, which is best accomplished with an in-person presentation.**

SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

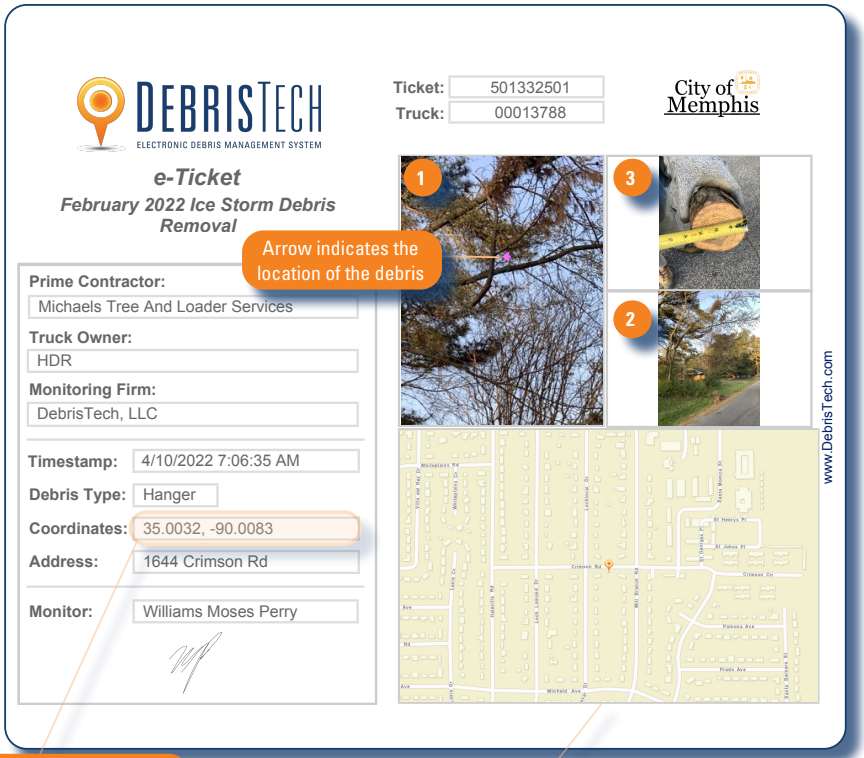
Green Dots - Vegetative Debris
Yellow Dots - Hangers
Red Dots - Leaners

Up-to-date totals of total CY of debris hauled and tree hazards removed



Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors



Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/ Leaner ticket: 1). Documentation of the debris pre-work
2). Infrastructure at risk by the debris (showing the right-of-way)
3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)

2). Load call when the truck enters the disposal site to document the percentage full

3). Validation that the truck disposes of the entire load and leaves the disposal site empty

DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

e-Ticket 001206810

Truck Nums: 00009113

ROE Numbers:

Project: December 2021 Tornado Debris Removal | Sub: County Waste

Prime: Ashbritt | Owner: County waste

Contract: | Road: CS-2011 | Debris Type: C & D

Zone: Dawson Springs | % Full: 75 | Capacity (CY): 74 | Pay (CY): 55.5

Transit Time 14:32 | Haul(d)* 6.2 | Haul(r)* 8.4

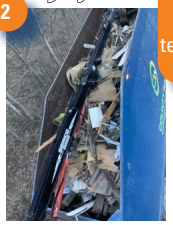
Load Info		Measurement Info		Disposal Info	
Time: 16:30:28	Date: 3/15/22	Time: 7:02:36	Date: 3/16/22	Time: 7:25:23	Date: 3/16/22
Loc: 37.1683, -87.6956		Loc: 37.1708, -87.5827		Loc: 37.1708, -87.5828	
Mon: Joseph James Gray		Site ID: RIAFDS		Site ID: RIAFDS	
		Mon: Jacob Michael Todd		Mon: CHRISTOPHER ALLEN	

1



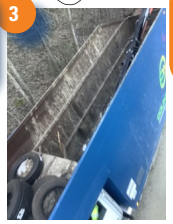
Customizable zones as defined by the Client

2



Site ID indicates temporary or final disposal site

3



Load call percentage full

www.DebrisTech.com *(d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com

DEBRISTECH ELECTRONIC DEBRIS MANAGEMENT SYSTEM

St. Charles Parish Government
Hurricane Ida Debris Removal

Debris Removal Daily Report - 11/08/2021

Contractor: DRC | Total Work Days To Date: 64

Monitoring Firm: DebrisTech, LLC | Total Days into Contract Period: 67

Production Data

			Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production:	5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production:	19,487.3	9.9

Debris Quantity Summary - Right of Way

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project

	Today	To Date		Volume (CY) Today	Volume (CY) To Date	Weight (Tons) Today	Weight (Tons) To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items

	Today	To Date		Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222
Leaning Trees (13"-23"):	0	32	Stumps:	0	0
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0
Hanging Limbs:	0	1,844	Separation Crew:	0	0
			Consolidation Crew:	0	0

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quanties.

www.DebrisTech.com

Total active trucks on that date

Daily load total

Daily total of debris removed

Cumulative total of debris removed

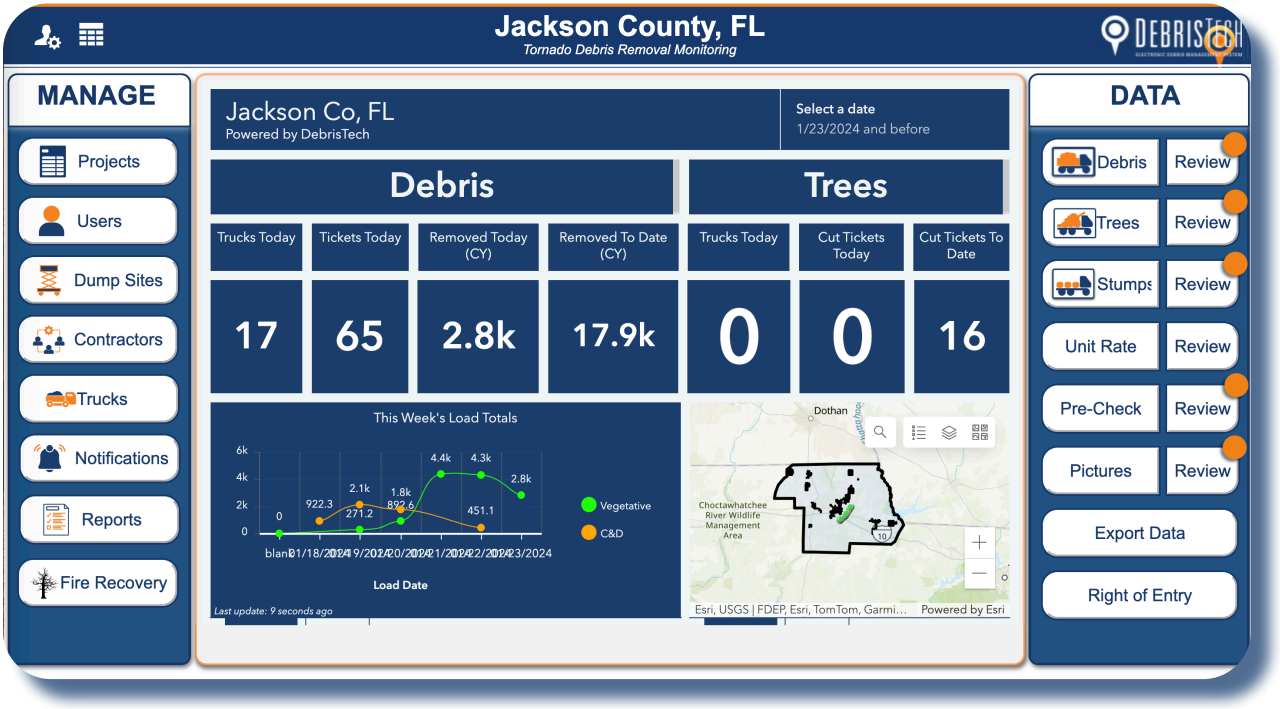
DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

REAL-TIME DATA

Real-Time Data

The DebrisTech Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management 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 a large administrative staff to manually enter paper tickets.



Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The

SCALABILITY

Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains a minimum of 1000 devices.

Paper Tickets Not Necessary



The DebrisTech ADMS is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system 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. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

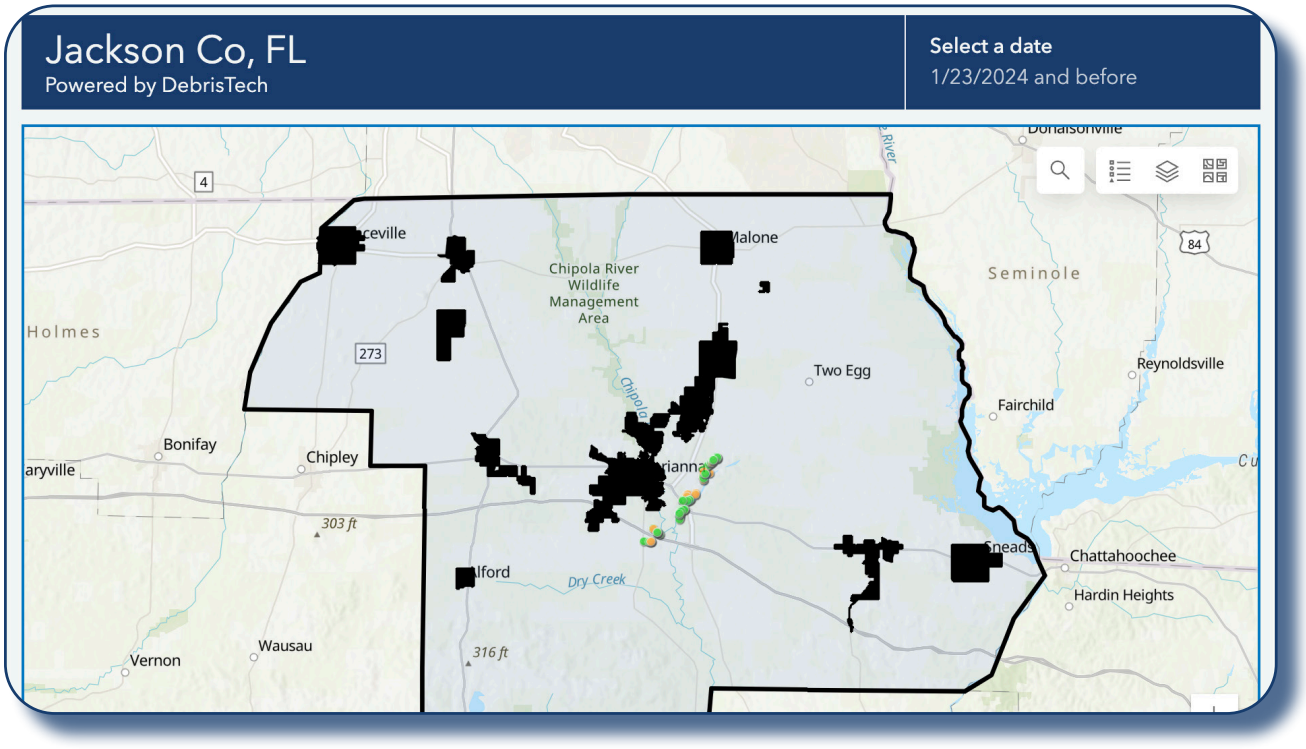
GIS FEATURES

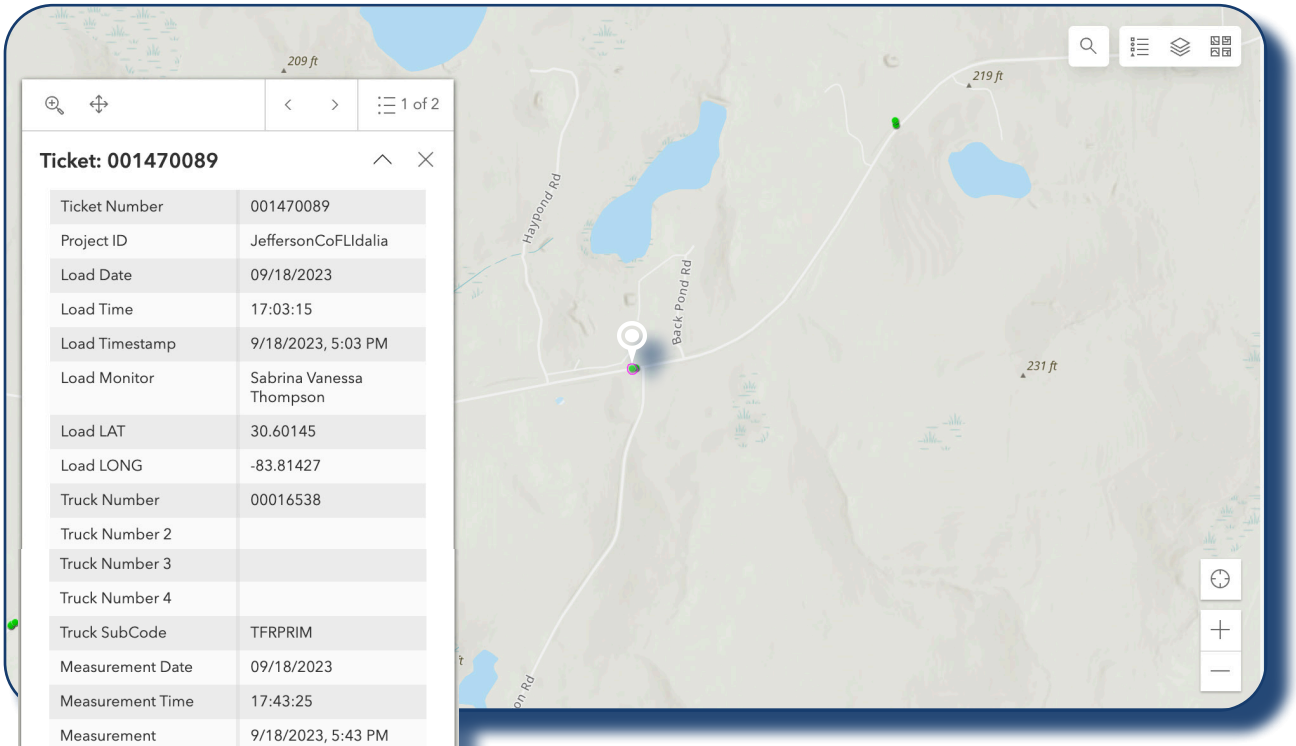
The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management 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 a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

In the example below, Jackson County, FL is eligible for debris pickup while the individual cities within the County are excluded. Through DebrisTech's GIS capabilities, debris monitors would be unable to produce a load ticket within the excluded entities or outside of the Jackson County limits.





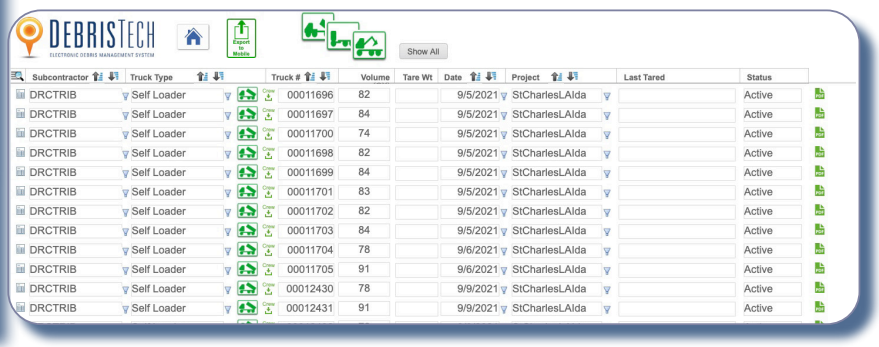
Ticket: 001470089

Ticket Number	001470089
Project ID	JeffersonCoFLIdalia
Load Date	09/18/2023
Load Time	17:03:15
Load Timestamp	9/18/2023, 5:03 PM
Load Monitor	Sabrina Vanessa Thompson
Load LAT	30.60145
Load LONG	-83.81427
Truck Number	00016538
Truck Number 2	
Truck Number 3	
Truck Number 4	
Truck SubCode	TFRPRIM
Measurement Date	09/18/2023
Measurement Time	17:43:25
Measurement Timestamp	9/18/2023, 5:43 PM
Measurement Monitor	
Measurement Site ID	GOLDMS
Measurement LAT	30.55652
Measurement LONG	-83.85581
Debris Type	Vegetative
Percent Full	60
Truck Capacity	82
Pay Volume	49.2
Truck Tare Weight	
Truck Gross Weight	
Pay Weight	
Disposal Date	09/18/2023
Disposal Time	17:56:13
Disposal Monitor	Jazmine V Watkins
Disposal Site ID	GOLDMS
Disposal LAT	30.55654
Disposal LONG	-83.85583
Contract	
Parcel Address	
Parcel Number	
ROE Number	
Road Ownership	County
Road Shape Name	DILLS RD
Street Number	
Street	Dills Rd
Zone Number	1
Zone Name	Jefferson County
Haul Distance	4.0
Haul Distance by Route	4.7

Every load ticket created through DebrisTech's ADMS has detailed information captured, including load, measurement and disposal information, allowing the Client to track every debris load in real-time from cradle-to-grave with pinpoint accuracy.

Administration View

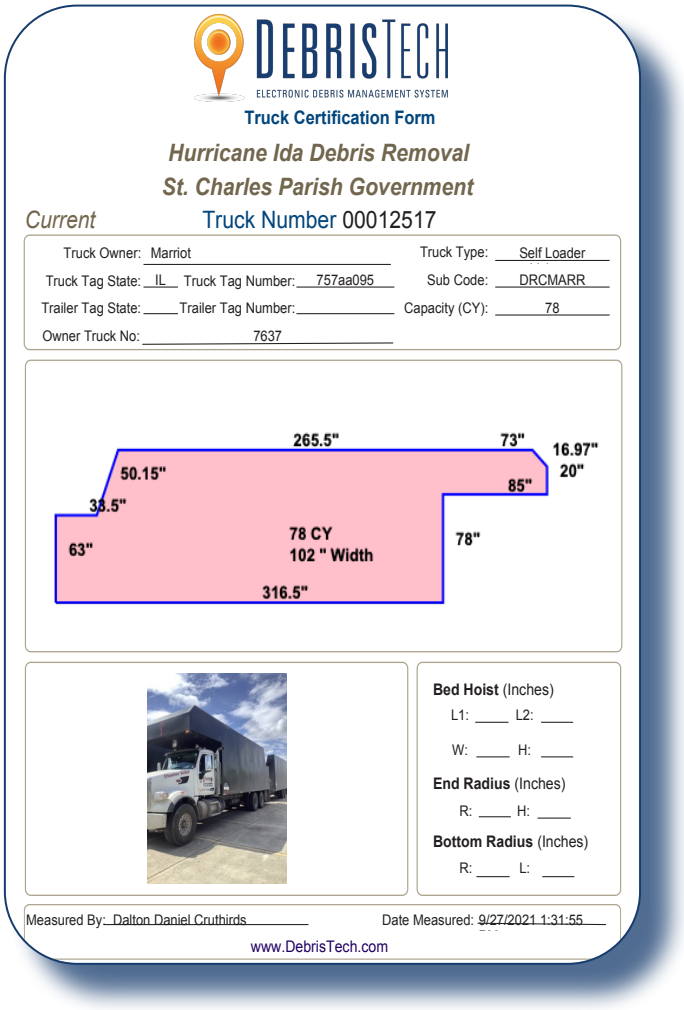
In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in DebrisTech's ADMS system.



VEHICLE REGISTRATION

Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech ADMS automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.


DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM
Truck Certification Form
Hurricane Ida Debris Removal
St. Charles Parish Government
Current Truck Number 00012517
Truck Owner: Marriot
Truck Type: Self Loader
Truck Tag State: IL Truck Tag Number: 757aa095
Sub Code: DRCMARR
Trailer Tag State: Trailer Tag Number:
Capacity (CY): 78
Owner Truck No: 7637
265.5"
73"
16.97"
20"
50.15"
85"
33.5"
78 CY
102 " Width
63"
78"
316.5"
Bed Hoist (Inches)
L1: L2:
W: H:
End Radius (Inches)
R: H:
Bottom Radius (Inches)
R: L:
Measured By: Dalton Daniel Cruthirds
Date Measured: 9/27/2021 1:31:55
www.DebrisTech.com

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Each ticket has its barcode scanned using specially configured iPads. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

MOBILE **CAPACITY**

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with hundreds of full-time team members.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. For longer term projects (recent examples would be Memphis, TN and St. Charles, LA) we rent local office space to house our local headquarters for the duration of the project.





DEPLOYABLE **EQUIPMENT**

DebrisTech, LLC is solely focused on providing its clients across the United States with a personalized and professional debris monitoring solution utilizing the following resources:

Mobile Command Units
DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

Mobile Fuel and Water Storage Units
With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

Staffing
DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees on a single project.

Drones and Cameras
DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

Equipment, Software, and Supplies
All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

Company Fleet
DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meets the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.

DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. Click this link or scan the QR code to see sample **DT360** footage.

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company: DebrisTech, LLC

Date: 5-24-24

SUBCONTRACTOR LIST

The Proposer shall list all proposed Subcontractors that may be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
	N/A		

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company: DebrisTech, LLC

Date: 5-24-24

NON-COLLUSIVE AFFIDAVIT

STATE OF ~~FLORIDA~~ MISSISSIPPI }
}
COUNTY OF ~~MIAMI-DADE~~ PEARL RIVER } SS:

Debra McCormick being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: DebrisTech, LLC the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company: DebrisTech, LLC

Date: 5-24-24

Continued Next Page

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

On this 24th of May day of, 2024, before me, the undersigned Notary Public of the State of ~~Florida~~ Mississippi personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

On this 24th of May day of, 2024, before me, the undersigned Notary Public of the State of ~~Florida~~ Mississippi personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Debra McCormick

For DebrisTech, LLC

Whose business address is: 923 Goodyear Boulevard, Picayune, MS 39466

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-3362906

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company Name: DebrisTech, LLC

Date: 5-24-24

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

Mississippi

On this 24th of May day of, 2024, before me, the undersigned Notary Public of the State of ~~Florida~~ personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2025 PEARL RIVER COUNTY

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Debra McCormick, Business Manager

(print individual's name and title)

for: DebrisTech, LLC

(print name of entity submitting sworn statement)

whose business address is: 923 Goodyear Boulevard, Picayune, MS 39466

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-3362906

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

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

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

Continued Next Page

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Coordinator

Company: DebrisTech, LLC

Date: 5-24-24

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

On this 24th of May day of, 20 24, before me, the undersigned Notary Public of the State of ~~Florida~~ Mississippi personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Coordinator

Company: DebrisTech, LLC

Date: 5-24-24

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

On this 24th of May day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI



BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Debra McCormick being first duly sworn state:

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

27-3362906

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

DebrisTech, LLC

Name of Entity, Individual, Partners or Corporation

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

923 Goodyear Boulevard, Picayune, MS 39466

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
		%
		%
		%

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

N/A

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company: DebrisTech, LLC

Date: 5-24-24

ACKNOWLEDGMENT

State of ~~Florida~~ MISSISSIPPI

County of PEARL RIVER

On this 24th of May day of, 2024, before me, the undersigned Notary Public of the State of ~~Florida~~ Mississippi personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We DebrisTech, LLC Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, RFQ# 2024-11-009, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A (Subcontractor's Names) to comply with such act or regulation.

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company Name: DebrisTech, LLC

Date: 5-24-24

Attest: Josh Daffern

Print Name: Josh Daffern

Attest: Daniel Baxter

Print Name: Daniel Baxter

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ MISSISSIPPI }
} SS:
COUNTY OF ~~MIAMI-DADE~~ PEARL RIVER }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and DebrisTech, LLC or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company Name: DebrisTech, LLC

Date: 5-24-24

ACKNOWLEDGMENT

State of ~~Florida~~ Mississippi

County of PEARL RIVER

On this 24th of May day of, 20 24, before me, the undersigned Notary Public of the State of ~~Florida~~ Mississippi personally appeared Debra McCormick and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lacey Lee

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ MISSISSIPPI

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 315269 LACEY LEE Commission Expires June 7, 2026 PEARL RIVER COUNTY

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on May 24th, 2024 at Pearl River County, MS under penalty of perjury of the laws of the State of ~~Florida~~ Mississippi, that the foregoing is true and correct.

Signature of Official: Debra McCormick

Name (typed): Debra McCormick

Title: Business Manager

Company Name: DebrisTech, LLC

Date: 5-24-24

E-VERIFY AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

I, Debra McCormick (the individual attesting below), being duly authorized by and on behalf of DebrisTech, LLC (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ✓
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 24th day of May, 2024.

Debra McCormick

Signature of Affiant

Print or Type Name: Debra McCormick

State of MISSISSIPPI

County of PEARL RIVER

Signed and sworn to (or affirmed) before me,

this the 24th day of May, 20 24.

My Commission Expires: June 7, 2026

Notary Public

NHCS – E-Verify 081815

FOREIGN COUNTRY OF CONCERN ATTESTATION

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Debra McCormick

Title: Business Manager

Signature: Debra McCormick Date: 5-24-24

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))
The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard
Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Contractor: DebrisTech, LLC

Date: 5-24-24 Authorized Signature: Debra Mahonick

Title: Business Manager

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DebrisTech, LLC

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
923 Goodyear Blvd

Requester's name and address (optional)

City, state, and ZIP code
Picayune, MS 39466

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

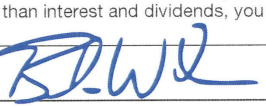
Employer identification number
2 7 - 3 3 6 2 9 0 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ January 1, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

ADDENDUM NO. 1

Date: May 24th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Qualifications No. 2024-11-009
Disaster Debris Monitoring Services

This Addendum forms part of the Request for Qualifications (RFQ) Package advertised on April 30th, 2024, and with a proposal opening date of May 31st, 2024, with any amendments and/or additions noted below.

Question No. 1: Will the City accept Reference Letters in place of the provided reference form?

Response: *Any reference letters provided in a different format may be considered by the Village.*

Question No. 2: How many roads are in the Village of Palmetto Bay?

Response: *There are about one hundred twenty-five (125) miles of roaway in the Village.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

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

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFQ No: 2024-11-009

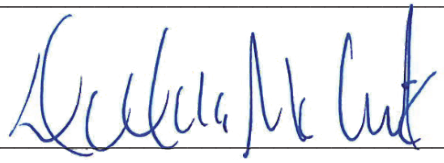
Title: Disaster Debris Monitoring Services

Name of Contractor DebrisTech, LLC

Date Addendum Received 5-24-24

Total Pages of Addendum including Acknowledgement 2

Print Name Debra McCormick

Signature 

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Qualifications shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your proposal.

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

SECTION 8.0: Required Proposal Submittal Forms

PRICE PROPOSAL FORM

The Proposer is required to complete *the Price Proposal Form*, in order for their proposal to be considered.

The fixed, firm price shall include all services, materials inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel, required for complete delivery of Disaster Debris Monitoring Services. Said price should be fixed and firm for the duration of the contract with signature from an authorized representative of the Company.

If it should be necessary for the Village to request the Proposer to render any additional services to either supplement the services requested in the RFQ or to perform additional work as a result of the specific recommendations included in any report issued as a result of this service, then such additional work shall be performed only upon a written agreement between the Village and the Proposer.

PRICE PROPOSAL FORM

The contractor shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). The contractor should add to the list other positions necessary to provide the services outlined in this RFQ and hourly rates for each. Job descriptions for each added position should be included in the proposal.

Item	Description	UOM	Hourly Cost
1	Project Manager	Each	$ 65.00
2	Debris Monitor Supervisor	Each	$ 55.00
3	Debris Monitor	Each	$ 42.00
4	Data Entry Clerk	Each	$ 0.00

Signature of Official: Debra McCormick Name (typed): Debra McCormick

Title: Business Manager Date: 5-24-24

Contractor: DebrisTech, LLC

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DEBRISTECH



CONTACT US

DebrisTech.com

601-658-9598

335 N. Monroe St., Tallahassee FL 32301

Date: June 5th, 2024

TO: DebrisTech, LLC
335 N. Monroe Street
Tallahassee, FL 32301

ATT: Brooks Wallace, Founder and Managing Principal

PROJECT DESCRIPTION: **RFQ No. 2024-11-009 - Disaster Debris Monitoring Services**

DebrisTech, LLC submitted a proposal in response to the above referenced Request for Qualifications (RFQ) on May 31st, 2024.

The Evaluation Committee Members would like to include in their assessment the attached scenario listed in Exhibit "A". The scenario must be received by the Procurement Division no later than 4:00 p.m. on Wednesday, June 12th, 2024, in a sealed envelope. The package must be clearly addressed as described below to ensure proper delivery:

Delivery Location:
Village of Palmetto Bay
Finance Department, Procurement Division
Attn: Alessia Bencomo, Procurement Specialist
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

If you have any questions, please do not hesitate to call me at 305-259-1289 or you may contact me via email at abencomo@palmettobay-fl.gov.

Sincerely,

ABencomo

Alessia Bencomo, Procurement Specialist

Exhibit "A"

The Governor has declared a state of emergency, and the Village will be activating their Disaster Debris Monitoring Services contract. Please provide a two (2) week scenario of the services that the Company will be providing to the Village such as the rates, number of hours per staff member (per week), and the duties each staff member will be providing.

(-72 hrs. to 00 hrs.) DebrisTech Manager, Buck Dickinson, maintains daily communication with Palmetto Bay. During this time DebrisTech and Palmetto Bay will ensure there is situational awareness of anticipated disaster impacts. Notice to Proceed can be issued at this time and DebrisTech will pre-position operational assets in a safe location that are able to mobilize in moment's notice. This would include Management Staff, including a Project Manager, Operations Manager, and sufficient Supervisors to match the anticipated impact of the weather event, as well as Mobile Command Trailer equipped with enough ADMS iPads to cover the extent of debris to be monitored.

(00 hrs. to 72 hrs.) During the first 72 hrs. Palmetto Bay will perform Emergency Protective measures such as road clearing and search and rescue. Once roads are cleared and the immediate emergency needs are in hand Palmetto Bay will issue a Notice to Proceed (if not already issued prior to event landfall). DebrisTech will coordinate with Palmetto Bay's operations management and disaster debris contractor to perform assessments on estimated quantities and types of debris. As roads are cleared, DebrisTech will utilize one of its DT360 vehicles to capture post-event documentation of every street in Palmetto Bay with 360 degree cameras, providing an extra level of documentation for Palmetto Bay that will be utilized at every stage of the project.

(72-hrs to 1 Week Post Impact) DebrisTech Project Managers and Supervisors will certify all contracted debris removal trucks, hire, and train an appropriate number of local hires to perform debris monitoring, provide updates via dashboard and nightly emails to city decision makers, and adjust overall work force as needed. *The number of debris monitors hired is completely dependent upon the quantity of debris generated and the overall number of trucks provided by the contracted debris removal contractor.* DebrisTech will hire and train additional monitors as operations expand, conversely, as debris operation contract, so will the number of debris monitors. Hours per staff member per week could be up to 84 hours, depending on the operating hours of the debris removal contractor and the DMS sites in operation. The rates for each of the staff members would be those proposed by DebrisTech in the proposal.

(1 Week to 2 Weeks and to the end of operations) DebrisTech's daily reporting and operational planning with Palmetto Bay operations ensures there are no unforeseen expenses throughout the debris operations. Daily reports are validated within 24 hours of each ticket being created, this quick turnaround means debris contractors are made aware of operational corrections as they happen instead of weeks or more afterwards. Validated data also means contractors can submit invoices to Palmetto Bay timely with accurate documentation. Debris reports empower Palmetto Bay with the data needed to determine when operations will move to phase II and phase III of removal operations. Validated invoices plus clear operational planning are the tools needed for Palmetto Bay to confidently request reimbursement from FEMA. DebrisTech clients realize very quick turn arounds on project formulation, reimbursement, and closeout that all result from accurate data collection and management.

TAB 1: TITLE PAGE

DISASTER PROGRAM & OPERATIONS, INC.

Village of Palmetto Bay, Florida

REQUEST FOR Quote for

Disaster Debris Monitoring Services

RFQ No.: 2024-11-009

DUE: May 31st, 2024, at 3:00 PM

Proposer: Disaster Program & Operations Inc.
Address: 404 West Palm Drive, #101, Florida City, FL 33034
Authorized Contact: Gabrielle Benigni- President of DP&O
Phone Numbers: 561-436-3383
Email Address: Gbenigni@dpando.com

Department of MANAGEMENT SERVICES Office of Supplier Diversity

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 12/16/2020 to 12/16/2022

FDOT MBE CERTIFIED

GSA

CERTIFIED MINORITY WOMEN OWNED BUSINESS
47QSWA21D006N

FEATURING WEB AND MOBILE APPS

-

eXACT RECOVERY BOLT EOC TRKR

FIRSTNET.
AT&T FirstNet Responder
Member ID M5763234

E-Verify
#1353845

TAB 2: TABLE OF CONTENTS

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TAB 3: LETTER OF TRANSMITTAL/APPROACH

Disaster Program & Operations Inc

May 31st, 2024

Village of Palmetto Bay, Florida
Attn: Alessia Bencomo, Procurement Specialist
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: Proposal Submittal: RFQ No.: 2024-11-009 for "Disaster Debris Monitoring Services"

Disaster Program & Operations, Inc. (DP&O) is pleased to submit this proposal for **"RFQ No.: 2024-11-009 for "Disaster Debris Monitoring Services"** for the Village of Palmetto Bay, Florida (Village). DP&O understands the City is seeking proposals from a qualified and experienced contractor with extensive expertise in Disaster Debris Monitoring Services as required by the RFQ. DP&O is committed to provide a successful time-tested technical approach for debris monitoring of field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, debris site management, and the final disposal of debris to an approved facility. DP&O performs monitoring of all debris removal operations in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), and Miami-Dade County in conjunction with the Village's needs. DP&O's automated debris management system ADMS TRKR™ ensure that all FEMA required documentation for debris hazards removal is in compliance with FEMA Category A debris removal reimbursement criteria and includes mapping of each debris removal hazard locations, photos, auto generated e-tickets and equipment certifications. DP&O's staff are highly experienced with preparation of the FEMA claims submittals (Project Worksheets), highly knowledge using the FEMA PA portal system and tracking FEMA's review and approval through successful project close out. We are prepared to supply the experienced staff to perform the following services (to include but not limited to):

- **Pre-Event Services:** Debris Management Planning, Training, Workshops and Exercises, FEMA Policy guides, Debris management site (DMS) review, Debris Removal Contractor bid preparation and review.
- **Post-Event Services:** Debris Damage Assessments, Truck/Equipment Certification, Disaster Debris Monitoring Services, DMS Site Operations Compliance, FEMA PA Services and Disaster Claims Reimbursement Submittals, FEMA Portal Project Submittal and Tracking, and FEMA Appeals Assistance if necessary.

As the primary contractor, DP&O is capable of providing all services required to execute and manage the services as required by the Village for Disaster Debris Monitoring Services. DP&O will not be utilizing any sub-contractors for this project.

DP&O and its management staff are the best qualified to perform this Scope of Work as we have a successful track record and experience with the entire disaster management, debris operations and disaster reimbursement administration process, from performing mobilizing to assist with damage assessment, documentation of emergency repair, emergency road clearing, donated resources management, documentation of debris management, maintaining FEMA compliance throughout the entire process. Our well-seasoned staff emphasize from day one audit ready documents and utilizing TRKR™ ADMS exceeds the FEMA documentation requirements.

DP&O has an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, FDOT or other State and Federal Agencies, and other State relief programs regulations regarding eligibility. We have developed the below technical approach which facilities for Rapid mobilization, scale up and modify operations as the situation and challenges require, and provide a seamless operation while effectively communicating and facilitating our clients' needs and maintain federal compliance. Our project management approach below allows us to coordinate with all client departments and partner agencies to ensure the most time and cost-effective debris management operations.

Key aspects that the DP&O Team provides in each phase are provided below.

Phase I - Rapid Response/Client Meeting 0-60 Days	Phase II - Long-Term Recovery 60-120 Days	Phase III - Project Closeout 120-180 Days
• Pre-Event Coordination Planning, Training, Workshops, Exercises • Project Management, Key Staff, meet with the Client's Department. • Damage's Inventory review; Debris Damage Assessment; Estimated Quantities • Identify Special Debris • Emergency Road Clearance; coordination in monitoring. • Truck Certification and Equipment. • Safety plan and QAQC program. • Monitor Placement: Hire and Train Local Monitors if needed. • Monitor Placement, DMS Site staffing • Environmental Compliance • Emergency Issues • ADMS TRKR™ Debris Progress Mapping, Quantities, and other reports. • Other client recovery request/needs: • -Damages Inventory • Update Identification of FEMA Projects • Contracts & Internal Policy Review Mutual Aid Agreements (MAA), & Invoices Compliance • HMGP Identify opportunities • Initial Project Formulation, Damages descriptions and dimensions • PW Preparation- Small PW & Priority work	• Data Management • Data Entry • QAQC, Daily Reports, Meetings, Progress Maps • Contractor compliance invoice reconciliation • Final Disposal, Final Haul Out Completion • DMS Site Closures • FEMA PW & Debris Cost Documentation Submittals. • Continued FEMA and FHWA Program Support • PW Preparation Continued- PW scope and costing. • Project Prioritization, implementation, and timelines • Electronic Records database-Ongoing • Disaster Cost Reconciliation, as needed • Pre-Audit-FEMA submittals and records • Recovery Projects Monitoring & Environmental compliance • Timely reimbursement requests • Timely Progress Reporting	• Project Tracking • Reimbursement Coordination • Project Completion • Project Closeout • Grant Closeout • Audit support, defense if needed • Continued FEMA and FHWA Program Support • The Client Staff Training - as needed • Update Disaster/ Debris Plans - as Needed

The best advantage for selecting DP&O is that from day one you will be dealing with DP&O's President and key management staff for this project, so any client needs, requests or adjustments to work are made promptly. WE are flexible, nimble, and dedicated to the success of our client's full financial recovery to be better and more resilient to future disasters.

Our key Management includes: **Gabrielle Benigni**, President (recognized industry leader for FEMA Policy and Disaster Debris Management, Expert Federal Disaster Claims Management and Hazard Mitigation Projects qualifying; **John Copenhaver**, CEO, former FEMA Region IV Director (applicant advocate, FEMA Region IV level); **John O'Dell**, CTO (Creator of WebEOC, used in 52 U.S. States including Florida and all Florida counties, and FEMA HQ). We are supported by Baker Donelson, Ernie Abott (Former National FEMA Council) and appeals expert. **Rob Russakoff,** Senior VP Recovery/ QAQC. **Liz Valdes,** VP Recovery Debris Management Expert/Project Manager. **Urban Hammarstedt** Operations Director and Product Manager.

DP&O's headquarters is located at 404 West Palm Drive, #100, Florida City, 33034 with our corporate office located at 10033 Sawgrass Dr West Suite 121, Ponte Vedra, FL 32082. Our staff is located proximal to County and utilizing our TRKR™ ADMS our client has 24-hour access to all project data in real time view of all debris removal progress and operations. Recovery EOC™ maintains all disaster project costs and back up documentation in audit ready format, allows clients visibility to work in progress and enables DP&O to ramp up with the Client's project expediently to assist with Disaster Related Recovery Services.

Primary Authorized Contact Information: Gabrielle Benigni, President, gbenigni@dpando.com; Phone: 24/7 (800)753-8563 or (561)436-3383.

"Our company mission statement is to embrace the disaster challenges that unforeseen obstacles bring and remain flexible, and leverage our experience to make order out of disorder. Our goal is to promote the return to "Normal Operations", reduce financial devastation, decreasing economic impact, and providing business continuity resulting in successful disaster recovery and maintaining compliance with State and Federal regulations."

DP&O utilizes an electronic documentation system (TRKR™, ADMS) to control, track, and document all work in full compliance with federal and state cost reimbursement requirements to ensure the applicant is reimbursed for all eligible disaster recovery costs and shall use efficient methods and effective cost controls. TRKR™ exceeds the FEMA ADMS tracking requirements.

DP&O is an approved AT&T FirstNet Responder, Member ID M-5763234, registered with NPPGov. This allows DP&O and our clients priority access to cell and internet post disaster as a first responder with AT&T FirstNet. DP&O maintains over 150+ AT&T FirstNet cellphones.

We appreciate the opportunity to submit this proposal. In selecting our approach, processes, and staff, we have made selections that are progressive, flexible, innovative, and industry leading. We are excited to have this opportunity to support you and your business objectives and we look forward to the next steps in your decision-making process, if you have questions about any of the material contained in this response, please do not hesitate to contact us.

Sincerely,

Gabrielle E. Benigni, President DP&O

TAB 4: FIRM QUALIFICATIONS & EXPERIENCE

1. Overview of Company

DP&O is a Florida Subchapter S Corporation, incorporated in 2015 and is owned by Gabrielle Benigni, President. DP&O has been in business for 9+ years and was a sister company to Disaster Operations and Training, Inc. incorporated in 2005 by Gabrielle Benigni.

DP&O's headquarters is located at 404 West Palm Drive, #100, Florida City, 33034 with our corporate office located at 10033 Sawgrass Dr West Suite 121, Ponte Vedra, FL 32082.

DP&O has 25 Full time Professional Staff consisting of Debris Management Planners, Emergency Management Directors, Public Assistance Recovery experts, IT developers, Electric Utility Engineers, Civil Engineers, Degreed Environmental Professionals/Geologists. All staff hold advanced FEMA ICS and Debris Management Certificates including National Incident Management Systems (NIMS). We maintain 150+ on- call trained professional debris management and monitoring staff, and FEMA SME, Environmental professionals, and damage assessment technicians.

DP&O is Federal GSA Minority, WOSB (Woman Owned Small Business) and minority certified with the State of Florida, Federal Department of Transportation (FDOT) for Disaster Recovery, Environmental Services, IT and Demolition Services. DP&O, Inc. is a Florida Subchapter S Corporation registered with Federal FEIN # 47-3936181, Federal Cage Code: 82LX4, and DUNS Number 88882339.

DP&O has over 19 years of client representation including Disaster Monitoring, Disaster Planning, Response, and Recovery services for **Municipalities, Counties, Public Utilities, County Public Schools and State Universities with National Clients from California, Mississippi, Texas, Florida, Alabama, Oklahoma and Puerto Rico.** Our successful track record and strategic client approach has minimized Disaster recovery time, prevented FEMA obligation delays, maximized reimbursement dollars, and qualified our clients for disaster federal grants and qualified Millions in hazard mitigation 404 and 406 funds.

Our firm specializes in Monitoring, Response & Recovery Services, Disaster Debris Management Planning, FEMA Public Assistance Program Policy, Grant Management, Disaster Financial Recovery, Training and Exercises.

DP&O has supported our clients "Making order out of disorder", through our Disaster planning and training: preparing for, responding to disasters leveraging lessons learned, streamlining the financial recovery process to minimize the client business down time due to severe weather events (Ice storms, floods, fires) Hurricanes and EF4 tornadoes.

DP&O has decades of success and experience with the entire Disaster & Debris management Planning, Debris Monitoring and FEMA PA disaster reimbursement administration process. We provide services including mobilizing to assist with damage assessment, emergency repairs documentation, donated resources management, debris management logistics, while maintaining FEMA compliance throughout the entire process. We also provide our clients pre – disaster asset status inventory utilizing our "Recovery EOC™" BoltEOC™ web and mobile apps. Our well-seasoned staff emphasize from day one audit ready documents and support through the entire FEMA PA review and approval process including; post disaster grant management and administration for simultaneous Multi Grant Funding Sources, FEMA, other Grant Programs (FEMA Covid-19, Cares Act, HMPG 404, and 406, LMS (local mitigation strategy)… which are listed below and demonstrates the highest level of in-depth understanding Disaster Management and Administrative Services in accordance with FEMA policies, OIG audit principals resulting in decades of successful financial recovery for our clients from disasters.

DP&O's excellent disaster programs emphasize planning to promote pre–disaster preparedness, efficient restoration, while adhering to federal reimbursement requirements, which decreases financial impact to our clients, and maximizes eligible FEMA reimbursement in the event of a federally declared disaster. Hence, rapid mobilization of emergency resources, documentation of emergency road clearing and repairs, transitioning to full debris removal operations and recovery while maintaining accurate daily documentation, progress reports and establishing recovery milestones ensures an effective financial recovery.

a. Current Operations

DP&O has no restraints nor any conflicts of interest and or work assignments due to any current contracts.

DP&O has never failed to provide mobilizing or maintaining the key project management and or monitoring staff as required to fulfill the Villages Scope of Work requirements. DP&O always maintains alternate key position staff available in the event of staff illnesses and other emergencies.

DP&O has a dedicated local Project Management Team and provides support staff who can work onsite or remotely using our shared document management system. This will enable us to scale up and down as required by the Villages Project needs.

The Project Director, Project Manager and key team staff are local and can be available to work with the Village Departments as required by the Client. The Project Director and Project Manager hold the ultimate responsibility to the client for resourcing and approving support on-call staff, use of temporary staffing companies and other project needed items for example field office mobilization and other critical resources to support the field efforts.

DP&O's project manager provides Logistics to ensure the most time and cost-efficient procedures and processes are maintained. Monitor activities of the field staff to ensure ongoing compliance with applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies. Ensure all costs are per FEMA Debris Management guidelines as well as the FEMA Public Assistance Program Guidelines; inform Client and Staff of any updates. Perform FEMA Contract Compliance and invoicing per contracts line items. Assess /Review changes in Debris Operations. Review daily progress reports; Prepare if needed any Reports for Manager and finance Director.

PM performs Selection, hiring, training, and deploying data entry, administrative staff, and QA/QC reconciliation staff. DP&O is committed to hiring from the local talent pool on every contract.

DP&O holds Daily Project Briefings including Communicating Staff Planning, Assessing Project needs and identifying obstacles is critical to the success of our project. To ensure our team stays well informed we hold Daily project status reports with the entire working group therefore addressing any special project needs or Staff assistance. This Daily briefing ensures sharing of project knowledge while maintaining a keen focus on cost effective and quality services.

List of Contracts

Client Name and Contract Date	Description of Services
CITY OF HOMESTEAD, FLORIDA **Awarded: 09/18/2018** **Expires: 05/25/2028** **Term: 3 Year 5/25/2026 with an add'l- 2 years till 2028**	***Debris Management Planning & Audit Monitoring; Pre-Disaster Response and Recovery Planning; Disaster Emergency /Recovery Services; FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery***
CITY OF FLORIDA CITY, FLORIDA **Awarded: 9/15/2016** **Expires: 5/25/2028** **Term: 3 years 5/25/2026 with an add'l- 2 years till 2028**	***Debris Management & Monitoring; Pre-Disaster Response and Recovery Planning; Disaster Emergency /Recovery Services; FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery***
MIAMI DADE COUNTY PUBLIC SCHOOLS, FL **Awarded: 5/11/2028** **Expires: 5/18/2026** **Term: 5 year period W/addl 1-two year ext and another 90 day ext if needed**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance including Disaster Planning.***

SEMINOLE COUNTY PUBLIC SCHOOLS, FL **Awarded: 08/22/2018** **Expires:11/26/2024** **Term: extended 11.17.21 to 11.16.24**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance including Disaster Planning***
HOMESTEAD ENERGY SERVICES (HES), FL **Awarded: 09/18/2018** **Expires: 05/25/2028** **Term: 3 Year 5/25/2026 with an add'l- 2 years till 2028**	***Hurricane IRMA Disaster Recovery, Utility restoration, Monitoring Services, Asset Inventory, Hazard Mitigation.***
BREVARD COUNTY PUBLIC SCHOOLS, FL **Awarded: 08/14/2019** **Expires: 08/13/2024** **Term: 3 years 8/13/2022 with additional one 2 year periods till 8/13/2024**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance.***
FLORIDA COLLEGE CONSORTIUM; 28 **Awarded: 5/1/2024** **Expires: 04/30/2026** **Term: May 2021 - April 2024 ext 2 years till 4/30/2026**	***28 Florida Colleges Debris Management Planning, Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance.***
CITY OF NEWBERRY, FLORIDA **Awarded: 06/21/2022** **Expires: 06/21/2024** **Term: 5 years**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance***
MIAMI DADE COLLEGES, FLORIDA **Awarded: 05/11/2018** **Expires: 12/31/2024** **Term: Annual term for 4 Addl years 12/31/2028**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance***
CITY OF EDGEWATER, FLORIDA **Awarded: 10/7/2019** **Expires: 10/06/2024** **Term: 3 years 10/6/22 with 2 add'l - 1 year terms till 10/2024**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance.***
SUNNY ISLES, FLORIDA **Awarded: 06/18/2018** **Expires: 06/30/2028** **Term: 3 years- 6/30/2026 W/ ext of 2 years -2028**	***Debris Monitoring / Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance***

b. Experience

DP&O has decades of success and experience with the entire disaster management and disaster reimbursement administration process, ensuring FEMA compliance throughout the entire process. Our well-seasoned staff emphasize from day one, emphasize on audit ready documents to support project closeout, and we maintain this audit readiness through the entire FEMA PA review and approval process including post disaster grant management and administration. We have successfully obtained clients obligations of the FEMA Covid-19, & Cares Act claims, and are successful in qualifying, implementing the HMPG 404, and 406, LMS (local mitigation strategy) programs. Our technical approach demonstrates the highest level of in-depth understanding Disaster Management and Administrative Services in accordance with FEMA policies, OIG audit principals resulting in decades of successful financial recovery for our clients from disasters during the disaster recovery life cycle, maintaining stringent documentation, requirements for Federal Disaster reimbursement, successful "Project Closeout and Flawless State/Federal Audits.

As Prime Contractor DP&O has demonstrated that it's experience and knowledge in handling and executing Disaster Debris Management, Monitoring and Recovery in compliance and consistent with the policies, publications, guidelines, of FEMA, FHWA and OIG, and all applicable other federal regulations in effect at the time of the work performance. DP&O shall further demonstrate compliance with, including but not limited to, the following:

FEMA Public Assistance Program and Policy Guide (latest edition)
FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
Title 2 U.S. Code of Federal Regulations, Part 200
41 C.F.R. Part 60-1.4 Equal Opportunity Clause
29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
Clean Air Act and Federal Water Pollution Control Act
2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
Section 6002 Solid Waste Disposal Act
31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
Emergency Relief Manual (Federal-Aid Highways) (latest edition)
FEMA and Federal Requirements for Access to Records
Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
State of Florida Administrative Regulations for Public Assistance.
Compliance with 2. C.F.R. 200.318(j)(1) – (j)(2) contract requirements for time and materials contracts.
And all other applicable Federal, State and local regulations **2 C.F.R. §200.321.**

FEMA PA Portal Experience: All of our staff and audit team have in-depth, Hands-on experience using the FEMA and FDEM PA Portals for Disaster Project submittals, and PW tracking. We are in the know of the latest updates to the FEMA PA Portal and the "Hidden" obstacles of the FEMA PA Portal which can be detrimental to a client**.**
DP&O's excellent disaster programs emphasize planning to promote pre–disaster preparedness, efficient restoration, while maintaining federal reimbursement requirements, which decreases financial impact to our clients and maximizes eligible FEMA reimbursement in the event of a federally declared disaster.

Our management team and professional staff excels with FEMA Policy compliance consulting, representation assistance, Disaster claims preparation, Request for information (RFI's) replies, Costs records reconciliation, Disaster document management, PW review tracking, FEMA negotiations and any appeals associated with disasters and reporting responsibilities to the federal and State government. Most importantly, our knowledge of the FEMA PA Portal, and State Portal System enables our team to timely identify and resolve potential discrepancies, clarify questionable items and turn projects around quickly to obligation and payment.

Maximize funding and Expedite the PA process: From day one DP&O's approach will be to target ALL ELIGIBLE PROJECT COST and prioritize the quickest turnaround of project funding for the Village maximizing funding opportunities overlooked including Hazard Mitigation. We have a time-tested successful client approach to expedite the PA Process ensuring that all funds are allocated and are reconciled and reimbursed by federal or state assistance. DP&O will ensure that the County receives and retains funding expeditiously and that ALL Deadlines regarding grant reimbursement requirements are met.

We are acutely aware of the ever-changing guidelines put out by FEMA, DOJ, CARES ACT and FDEM and continue to adjust claims to increase potential additional line items. Our teams experience in filing claims correctly the first time with the appropriate documentation has resulted in a very rapid reimbursement timeframe with extremely few RFI's.

We have had tremendous success with high reimbursements from $350,000 to over $5,000,000 whether our client began appropriate documentation of their expenses and labor costs from the beginning or not and we look forward to doing our very best for the County.

Our approach is tried and true that focuses on each of the following Guidelines but is not limited to:

- Safe Opening and Operation Work Eligible for Public Assistance (Interim) - FEMA Policy 104-21-0003, Version 2.
- Work Eligible for Public Assistance (Interim) FEMA Policy FP 104-009-19 (after 9/15/20).
- FEMA Eligible Emergency Protective Measures (Prior to 9/15/20.
- FEMA Funds Community Engagement for COVID-19 Vaccinations.
- DOJ Fund Recipient Reporting and Record Retention Requirements OIG-CA-20-021.
- FDEM Request for Public Assistance Guidance.
- FDEM CAT B Public Assistance Eligible Activities.

Progress Reporting: DP&O's Recovery EOC Disaster Claims Management System Produces client specific Disaster Project financial reports and PW Tracking reports as needed. A common practice of our Program Approach is providing weekly progress reports for; PW's submittals/reviews, PW's obligated and PW's payments status. Progress reports include details of each PW's review status, RFI replies through obligation. Additionally, the Request for Reimbursement and payments are reconciled to the penny and included on the weekly progress reports.

We leverage our decades of experience with working with Municipalities, Public Schools, Colleges and Public Utilities, post event to strategize, identify, and prioritize the most critical, time and audit sensitive projects. Our audit team excels reconciliation of all FEMA Federal disaster data quickly identifying missing or inconsistent data to correct before audits or submittals therefore increasing efficiency and decreasing delays for FEMA obligations and reimbursements.

Detailed Experience

DP&O has represented similar client Disaster Debris Monitoring Services projects that are similar in scope and size such as: The City of Homestead, Florida City, Miami-Dade Colleges, Miami-Dade Public Schools, Homestead Public Utilities, Seminole County Public Schools and Florida Collage Consortium and we have worked in the States of Oklahoma, Mississippi, North Carolina and California. Our Debris monitoring & recovery contracts have ranged in size from under $350,000 to $5+ Million and we maintain adherence within the client's budget, scope and requirements/needs.

DP&O's Project experience below demonstrates an in-depth understanding of disaster debris monitoring in accordance with State Environmental and FEMA Federal policies as follows:

- Recent experience demonstrating current capacity and current expertise in monitoring and management of debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience coordinating with Federal, State and local emergency agencies.
- Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA and FHWA.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

DP&O uses our RecoveryEOC™ **(BOLTEOC™, TRKR™)** web and mobile app which provides Disaster Claims & Document Management system and maintains all supporting documents required per FEMA Category for each Project in audit ready format with all supporting documents to facilitate a quick project close out. This allows our clients to have 24/7 access to all project records and to view our work in progress. RecoveryEOC™ maintains projects in audit proof format and audits and prevents duplication of efforts and maintains data integrity and provides long term document storage. DP&O documents all FEMA PA Portal submittals via screenshot and prepares a summary spread-sheet per project, and maintains PW tracking progress of FEMA & State review, all FEMA RFI's and State VIR's.

NEW COLLEGE OF FLORIDA, SARASOTA: **Project Description:** ***Hurricane Ian DR 4673, Disaster Debris Management and Monitoring; Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance.***

Contract Date: May 2021 – April 2026; 150 Hazard Trees and 1200 hazard limbs.
Client Contact: Yosef Shapiro Email: yshapiro@ncf.eu; Phone: 941-487-4449; 305-790-5789
Address: 5800 Bay Shore Road, Sarasota, FL 34243

Hurricane Ian's heavy wind driven rains caused massive flooding which exceeded the 500-year flood plain predictions. The Sarasota campus is located along the Bay. Most all of the Campus had extensive flood damage to historic property and massive amounts of hazard tress and limbs throughout the campus and debris washed up along the Bay shoreline. DP&O coordinated with NCF Recovery Manager Yosef, the Debris Removal crews and equipment necessary to remove all the debris hazards and worked from September 2022 to December 23, 20222.

DP&O coordinated the disaster hazards identification team to work a day ahead of debris removal contractor identifying all disaster debris hazards that posed a threat to the health, safety and welfare of the campus, students, faculty and community. During these inspections, DP&O identified critical safety hazards as well and coordinated removal of damaged trees near powerlines proximal or on school properties.

Additionally, DP&O identified buried beach debris which created a serious environmental impact to the sea turtle and protected birds. DP&O monitors staked /secured these areas and successfully tracked the hourly debris removal operations using TRKR™ ADMS including photos and maps of areas worked.

DP&O performed all Debris removal documentation using TRKR™ ADMS and submitted the FEMA Category A and B Disaster projects submittals to FEMA PA Portal. Most all of the schools had extensive flood damage in the parking lots, uplifted storm drains, culverts, slopes and embankments washed out, and many concrete sidewalks were washed away. The flood debris was deposited in several areas of the school's campus.

DP&O performs Disaster Recovery Planning Training per FEMA requirements for (Pre and Post disaster records for Emergency Repairs, Assets Inventory, Damage assessments, Long Term Recovery). DP&O met with each college departments and held webinars to provide Disaster Recovery Planning training and Disaster Cost Tracking process review.

We provided Debriefing report for the college with Disaster Recovery Cost templates and checklist to ensure FEMA Compliance for each Colleges Department.

DP&O submitted 2 Category A's and 1 Category B : Total PWs reimbursed $1.1 Million.

CITY OF FLORIDA CITY, FLORIDA: Project Description: ***Hurricane IRMA DR4337: Monitoring & Debris Management; Pre-Disaster Response and Recovery Planning; Disaster Emergency / Recovery Services; FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery***

Contract Date: September 2016 – May 2028 **Cubic Yard: 300,000cy; 1500 hazard Trees & 2000 hazard limbs**
Client Contact: Eugene Leon, Project Mgr. – (C) 786-304-8230 Email: proj-mngr@floridacityfl.gov
Jennifer Evelyn, City Clerk – (C) 305-242-8218 Email: cityclerk@floridacity.gov
Address: 404 W Palm Dr, FL City, FL 33034: DR 4337

DP&O has performed debris management planning training and meetings annually with the City.

Category A Debris Monitoring and Debris Management Planning/Logistics

- **Category A Debris Removal Records Reconciliation**

DP&O maintains a Document Management system for PW per FEMA Category both electronically which client has access to and maintains projects in audit proof format with supporting documents to facilitate a quick project close out and or audit.

PW's Submittals/Obligated: 4 Category A's Debris Removal PW's (Per FEMA Accelerated PAAP), 1 Category B Emergency Services PW, 3 Category C Roads PW's, 6 Category E Buildings/ Equipment PW's, 4 Category F Utilities PW's with 85 separate locations, and 3 Category G Parks PW's; 1 DR 4337 Florida Local Mitigation Strategy approval and project application.

- **Category A Debris Monitoring and Debris Management Logistics 300,000 cy:** DP&O performed all debris management logistics including Emergency Road Clearing, Critical Hazard Tree identifications and Monitoring of Debris Removal hiring & training local monitors. All debris removal operations and data were maintained per FEMAs Pilot program for Accelerated Debris removal. Hurricane Irma left large mixed debris piles and huge trees uprooted in the cities Right of Way onto houses, vehicles, and fences. DP&O coordinated and negotiated the Florida City debris management site (DMS), obtained FDEM DMS site permit and final closure. DP&O managed all DMS site operations, ensured the grinding operations were performed to optimize land space and reduce cubic yards to 1/3 for final haul out to a disposal facility. Additionally, we provided Submittal of daily debris removal progress reports to Mayor; coordinated with the Mayor any special requests and performed a debris costs analysis for replanting of trees that Florida city requested to save.
- **ROE:** Florida City had many residences where Hurricane damaged trees form Public Right of Way and fell into or on Residential properties. DP&O coordinated all properties with Florida City Project Manager and Mayor for "Right of Entry" (ROE) forms, and cleanup and final inspections**. DP&O** worked closely with the Debris Removal Contractor to coordinate and schedule the ROE crews. The ROE work was documented with Daily labor and equipment logs and maps of each crew location and Photos of the work performed. All records were maintained in our TRKR™ web and mobile app.
- **Category A Debris Removal Records Reconciliation:** Per FEMA Accelerated Debris Removal Program dates of reimbursement DP&O reconciled daily the Debris Removal load haul tickets, and removal of hazard trees (leaners) and hazard limbs (hangers) including load haul tickets and truck certifications capacities. DP&O performed an in-depth audit of leaner/hanger tickets cross checking each photo with the ticket and ticket ledger for accuracy of GPS location, type of hazard, proof of

hazard in the city right of way. All tickets were dropped into DP&O **TRKR™** to verify each ticket was within the formal city boundaries.

DP&O reconciled all Debris Removal contractor invoices and ensured invoice errors were corrected before approval for Florida County final payment. **DP&O reconciled all Reduced Debris taken to final disposal at Waste Management facility and all Waste Management invoices** with quantity corrected ticket discrepancies prior to submittal.

- **Category B Emergency Costs and Recovery costs records reconciliation, and final approval for PW submittal:** DP&O worked close with the Florida City Project Manager and Finance Director and ensured all emergency repairs and recovery contractor invoices, discrepancies were corrected before final approval with FEMA PW.

Post Irma the Recovery team coordinated with the City Engineer, Public Works and Water Control facilities Directors, all damage assessments; gathered and reconciled emergency services costs documentation work orders, force labor, payroll and equipment used, field logs and reconciled with payroll ledger. DP&O ensured all tasks were properly described and hours matched.

- **Disaster Materials Inventory:** DP&O created the pre-disaster inventory for Several Departments (Water/Sewer, and Public Works) from purchase records, and reconciled all purchased Materials with receipts and inventory.
- **Donated Resources:** DP&O maintained a donated resources list to include quantities, value, and volunteer staff for distribution, Police for inventory security. All inventory items distributed included support receipts for FEMA State credit to offset the Florida county share.

Hazard Mitigation Grant Management/Local Mitigation Strategy: DP&O obtained DR 4337 LMS project approval for Storm drainage improvement system of $1.2 Million dollars and prepared the submittal application with supporting documents for funding which included coordinating with engineer scope of work and reviewing estimate, gathering field and environmental compliance data, flood zone/ map data, and obtaining site specific details including photos, coordinates and special requirements (Right of Way Purchase).

CITY OF HOMESTEAD, FLORIDA: Project Description: ***Hurricane Irma DR4337 Monitoring & Debris Management; Pre-Disaster Response and Recovery Planning; Disaster Recovery Consulting Services, FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery.***

Contract Date: September 2018 - May 2028 **CY: 350,000+; 900 Hazard Trees & 2500 hazard limbs**
Client Contact: Steve Taylor, EM Director – (C) 305-283-9241 email: staylor@cityofhomestead.com
Address: 100 Civic Ct., Homestead, FL 33030

DP&O performed all **Debris Removal and Monitoring for Homestead Public Right of Way, City Parks and Utilities and permitted and managed supervision of 2 Debris management sites; DP&O mobilized 25 monitors and 4 Roving/Supervisor monitors; DP&O reconciled all debris removal contractor's data, and supporting documents as follows and input the data into TRKR™ ADMS system** for long term data storage and to facilitate reconciliation and mapping of all tickets to verify locations in city limits.

DP&O gathered and reconciled all Debris Removal and Monitoring Data for 4 Cat A debris removal periods identifying discrepancies between monitoring data and debris removal records including: Leaner/Hanger's duplication, improper invoicing for leaners which were actual hanger hazard limbs, equipment invoiced with no certifications, waste management disposal errors and 150,000 dollars of cubic yards hauled invoiced which had no load haul tickets. Both Debris Removal and Monitoring contractor submitted invoices overlapping Category A reimbursement periods which DP&O had to separate all invoices and Monitoring documents and data to be consistent with FEMA Category A reimbursement periods for FEMA Portal submittal to each Category A Debris Removal project.

- **ROW to DMS** Ticket ledgers were audited with tickets, truck certifications, monitor logs data, and plotted on TRKR™ ADMS mapping system to identify tickets that fell out of city limits or that had

incorrect GPS coordinates in order we could quickly correct.

- Solid Waste, Force labor and equipment used for debris removal was audited/ reconciled with Time Sheets, payroll ledgers, Daily logs, Tickets and Force equipment truck certifications.
- **DMS to Disposal (Final Haul out)** was reconciled with DMS load haul ticket, and disposal tickets for Correct quantities, DMS information and Disposal turn- around time.
- Leaners/ Hangers ticket ledgers were audited and reconciled with tickets, photos journals, for eligibility, GPS accuracy, address, measurements, and proof of hazard over public right of way. DP&O also plotted on TRKR™ ADMS mapping system leaner hanger tickets to identify those out of city limits or that had incorrect GPS coordinates so that we could quickly correct the leaner hanger ticket ledger, photo journal and tickets.

All discrepancies were corrected prior to FEMA final submittal. All Debris Files submitted to FEMA PA Portal were labeled per FEMA labeling requirements.

Audit and Records Reconciliation services Category A (Debris Removal), B, C, E, G: 4 Category A PW's; 5 Category E (Building & Equip) PW's; 1 Category B (Emergency Services) PW; 1 Category G (Parks) PW

DP&O provided audit and record reconciliation services for all Hurricane Irma Recovery per FEMA compliance which included preparing Irma Homestead Document management system for each FEMA category per project, per department all cost records, reconciling the data and obtaining missing information.

The Audit included Contracts review and Invoice reconciliation with City daily logs; between invoices, contract rates, task orders, and daily logs; There were Multiple Departments Force labor, Equipment, (including Police and EOC) records review.

Emphasis was placed on Category A (Debris Removal) and B (Emergency Services) for first submittal.

We have supported Homestead through all FEMA and FDEM RFI's for each FEMA Category and have obtained Category A, B, E and G (Buildings and Equipment obligations and Category F obligations. We submitted all FEMA documents utilizing the FEMA PA Portal. Each PW per FEMA Category is maintained both electronically, and manually in audit proof format with supporting documents in DP&O's XACT RECOVERY Disaster Claims/Document Management system, and TRKR™ ADMS to facilitate project close out and audits. All projects' financial supporting documents are 100% accurate and audit ready.

- **CATEGORY A -** DP&O assimilated and reconciled multiple departments (Parks and Recreation, Public Works, Streets and Stormwater) disaster costs documents and accounting information for Force labor, force equipment, materials, and contractors: This included a review and reconciliation of Debris Monitoring and Debris Removal Records, invoices, load haul and disposal tickets including Hazard limbs/trees per FEMA requirements. DP&O had to update GPS on all tickets and photo for proper reconciliation and per FEMA Pilot program for Accelerated Debris removal.
- **CATEGORY B, C, E and G -** for Category B DP&O performed assimilation and review of all Disaster cost data including force labor and equipment (Parks/Rec, Streets/Stormwater, Customer Service, and Police Departments) with payroll ledgers, Work orders and timesheets. For Category B, C, E and G DP&O reviewed all contractors invoices, detailed items missing, and cross checked with contractor rates and terms to reconcile payments with invoices and supporting documentation, and all data submitted into the FEMA PA Grants Portal.

Project Closeout: DP&O obtained obligation of all projects at 100%-dollar value of submitted cost, a total of 15 Million dollars and successfully managed closeout with the state. DP&O performed project close out and submitted all request for reimbursement within 2.5 years of the disaster.

HOMESTEAD ENERGY SERVICES (HES), FLORIDA: **Project Description:** ***Hurricane Irma DR4337 Monitoring Services; Disaster Recovery Consulting, FEMA PA submittals; Asset Inventory, Power Pole and Substation Inventory; Hazard Mitigation Project Management.***

Contract Date: September 2018 – May 2028
Debris Monitoring 8500+ Utility Line Clearing
Utility Asset Inventory & HMP Monitoring Date of Completion: In Progress
Client Contact: Billy Branch, Asst Dir. – (O) 305-224-4707 Email: wbranch@cityofhomestead.com
Address: 675 N. Flagler Ave., Homestead, FL 33030

DP&O utilized XACT Recovery BOLTEOC™ for documenting all HES 8,500+ damaged repaired power pole inventory with equipment construction unit details mapping and photos of damaged repaired poles. DP&O performed utility line clearing, monitoring, tracking and contractor data invoice and reconciliation for successful FEMA obligation. **UTILITY DEBRIS CLEARING:** DP&O monitored and maintained Asplundh's debris removal of debris hazards from utility power lines, utility substations and other critical facilities including the power generating station and utilities over waterways. Massive mixed Debris Piles prevented utility restoration and especially the utilities over or near waterways. DP&O used TRKR™ to track to document all Asplundh's debris removal hourly work, with locations, date, time, debris type, proof of hazard, and crew's equipment and labor staff with photos. Each grid section was reconciled with tickets, GPS locations and proof of hazard in public right of way and to critical facilities.

ASSET INVENTORY UPDATES/INSPECTIONS: DP&O performed inspection and inventory on all HES Power poles, new poles installed, substations, buildings, and other assets of the entire HES grid system. This inventory/inspection includes mapping, GPS, Photos, assigning RUS construction units to each power pole, identifying safety issues and poles with no IDs or duplicated IDs.

Category F Utility Restoration + Hazard Mitigation: DP&O performed assimilation and reconciliation of costs documentation of Force Labor, Equipment, Materials Used and Purchased; Asplundh Debris Removal and **50+ Mutual -Aid Contractors (MAA)** Invoices, supporting documentation (daily logs, work orders etc.). DP&O utilized our Utility /Asset Mobile app BOLTEOC™ to document **all 8,500+ Damaged repaired power poles, with mapping GPS coordinates, and identified all RUS construction units and crossed referenced to emergency repairs and updated to an exported excel with images and maps for FEMA Submittal.**

DP&O created the **Damaged Power Pole inventory using BOLTEOC™** which prepared the power pole database with equipment/RUS construction units for damaged items and costs, mapping and photos; All **materials used for damaged repaired power poles** were cross referenced with materials purchased and materials used in stock. DP&O reconciled all materials purchased, used in stock with vendor POs, invoices and payments and prepared a detailed spreadsheet of the reconciled materials purchase and used in stock.

MAA Crew and Force Labor Reconciliation; DP&O prepared detailed spreadsheets summarizing MAA and Force labor Daily logs with crew location per grid worked and cross referenced verified with Pole ID numbers per grid.

Hazard Mitigation Grant Management: DP&O obtained DR 4337 HMP project approval for Concrete power pole installation for $**2.4 Million Dollars.** DP&O prepared the submittal application with supporting documents for funding which included coordinating with engineer scope of work and preparing HMP project estimate, gathering field and environmental compliance data, flood zone/ map data, and obtaining site specific details including photos, coordinates and special requirements (Right of Way Purchase).

DP&O prepared all FEMA cost templates and FEMA PA portal entry of all project narratives, and supporting FEMA required information per FEMA Portal EEi's. DP&O successfully supported the client with all replies to FEMA RFI's and State FDEM VIR's for final payment.

Project Closeout: DP&O obtained obligation of all projects at 100%-dollar value of submitted cost. DP&O performed project close out and submitted all request for reimbursement within 1.5 year of the disaster.

SEMINOLE COUNTY PUBLIC SCHOOLS (SCPS): **Project Description*: Hurricane Ian DR4673: Debris Monitoring; Debris Removal Audit; Disaster Recovery Services; FEMA PA Program Assistance.***

Contract Date: August 2018 – November 2024 **Cubic Yard: 150,000 CY; 2000+ Hazard trees and limbs**
Client Contact: Greg Long, Purchasing Officer (O) 407-320-0243
(E) longga@scps.k12.fl.us
Client Contact: Chris Brees, Contactor Admin. (O) 407-421-1271 (E) breesecz@scps.k12.fl.us
Address: 400 East Lake Mary Blvd, Sanford, FL 32773

SCPS requested DP&O's Disaster Recovery and Monitoring services on October 1, 2022, in which DP&O mobilized in less the 24 hours with Key Management and 35 +Support Monitoring Staff. DP&O immediately held meetings with disaster removal contractor, Facilities and risk management to detail a plan of action to identify all disaster debris hazards at each of the 80 SCPS campus with included 650 buildings, parks, recreational and sensitive areas along lakes, and protected areas including a plan to assimilate and each School damage assessment reports.

DP&O performed the insurance adjusters' inspections for all 80 campus and all buildings which included roofs, building interior and exterior to assess and quantify all Hurricane IAN disaster damages. DP&O, utilizing our **BOLTEOC™** mobile and web apps created a detailed damage assessment data base identifying all damages per school with details descriptions and photograph which allowed SCPS real time view of damage site inspections, progress and priorities.

Debris Hazards Identification Team: DP&O's Operations Manager Urban Hammarstedt, and Gabrielle, President meet with Facilities and Debris Removal contractor and DP&O laid out a plan of action which included: Project Manager Liz Valdes initiate a Debris Hazards Identification team to inspect each of the 80 School Campuses with over 660 buildings and associated recreational and nature trails areas, lakes and GPS map and photo each of the debris hazard locations; DP&O assisted facilities to prioritize the initial locations by inputting the School's Principal reports on an organized excel sheet per school; The monitors worked 7 days per week 12-15 HR days until Christmas break to ensure every debris hazard at each school was removed.

DP&O coordinated the disaster hazards identification team to work a day ahead of debris removal contractor identifying all disaster debris hazards that posed a threat to the health, safety and welfare of the SCPS students, faculty and community. During these inspections, DP&O identified critical power pole safety hazards as well and coordinated removal of damaged trees near powerlines proximal or on school properties.

Disaster Debris Monitoring Team: DP&O scaled up the project per Debris Removal Contractor crews. Each monitor was SCPS school certified per Jessica Lungsford Act for working and supervising a debris crew at each school and with several crew locations. The monitors had to also ensure NO Children or pedestrians entered or came near the working areas. Each monitor was assigned a DP&O First Net AT&T Cell phone with TRKR™ ADMs mobile app which ensured collection of Debris removal data when Internet was not available as AT&T First net allows DP&O to have First Responder internet access, and TRKR™ can collect data and synchronize all photos when internet signal is back ensuring no loss of critical data.

Flood Debris: DP&O Monitored the Flood debris clean out of Storm Drains and Culverts with Ray Valdes, Jose Arocha, Fabiana Cova, as DP&O's Task Managers to assess each of the School's campus Flooded Storm Drains and Culverts. SCPS did not have the storm drains mapped, **so DP&O used our BOLT EOC™ mobile app to GPS map all storm drains and culverts at each of the 80 Schools campuses including photos and details of the flood disaster debris.** Urban Hammarstedt, DP&O's Operations Manager detailed a plan of action to identify all flood disaster debris hazards at each of the 80 SCPS campuses and included a plan to prioritize high flood risk schools and coordinate the storm drain and covert clean out with the SCPS contractor.

DP&O performed monitoring of the flood storm drain and covert clean out with the FEMA documentation including date, time location, with maps photos.

Ian Erosion Areas: Due to the massive flooding many of the school campuses have severe erosion where sidewalks, asphalt parking areas are damaged, retention ponds sumps not functioning, and where storm drains are pushed up with surrounding infrastructure damaged due to massive water force. DP&O documented every

erosion area with GPS mapping and photos with details to qualify SCPS for FEMA reimbursement and flood hazard mitigation.

Insurance Damage Inspections: DP&O performed monitoring the insurance adjusters' inspections for all 80 campus and all buildings which included roofs, building interior and exterior to assess and quantify all Hurricane IAN disaster damages. DP&O, utilizing our **BOLTEOC™** mobile and web apps created a detailed damage assessment data base identifying all damages per school with details descriptions and photograph and allowing SCPS real time view of damage site inspection damage site inspections, progress and priorities.

Disaster Records Reconciliation Team: DP&O has assigned several disaster records reconciliation teams as follows to review all SCPS documents, damage assessment reports, financial cost records, facilities work orders and engineering estimates to identify missing items and organize per project with all FEMA required documentations. **CAT E:** Buildings, Interiors, Exteriors and Roofs Team: DP&O has reconciled and organized all facilities work orders from work completed to confirmed 100% complete, cross referencing the work order to back up documentation (contractor invoices, damage assessment photos, work order description details, etc.). The team is identifying per each school all FEMA required items to document quantities and dimensions. The field recon team will gather all missing FEMA required information (dimensions, quantities, etc.) to ensure complete accurate disaster work is verified for FEMA reimbursement.

Contractor Invoice Records Reconciliation Team: This team is reconciling all SCPS contractor invoices with payments, SCPS workorders, and backup daily logs detailing contractor's work. The team is reviewing the contractor invoice with the contract line items to identify discrepancy for the need for change orders and contractor addendums in order to qualify for FEMA reimbursement.

CAT B Emergency Services Recon Team: This team is reviewing an assimilating force labor disaster cost, revieing payroll records, cross referencing disaster work performed. Force equipment is being reconciled for each of the SCPS staff vehicles used for disaster pre and post disaster emergency services. The force equipment will be crossed reference and matched with the force labor. Materials: All SCPS materials used in stock will be reconciled and cross reference to SCPS work orders, vendor PO's, invoices and payments made. Material purchased are being reconciled with vendor PO, vendor payments and vendors payments.

FEMA Recovery Scoping Meeting (RSM) and Damage Assessment Inventory Team: DP&O represents SCPS with all FEMA meetings and site inspections. DP&O is preparing a detailed damage inventory so that FEMA can create the projects for disaster reimbursement. DP&O is grouping the projects to the best financial benefit for SCPS (for example, projects that are 100% work completed are being grouped by either school zone and per roofs interior and exterior) this will allow SCPS to submit projects less than 100 million for quicker FEMA review and project obligation. Larger projects which included work to complete and can quality for hazard mitigation, DP&O grouped these projects to best qualify for hazard mitigation (example, storm drains and roof projects).

DP&O is Florida Schools Contractor Certified per Jessica Lungsford Act. All DP&O staff hold Florida School Contract badges allowing us to work at school properties.

DP&O Submitted Category A 100% Debris Removal with all FEMA required documentation for $2.2Millon and Category A 75% for $1.2 Millon Dollars. Both Category A 100% and 75% projects are being submitted to the FDEM FROC program for reimbursement.

ALCORN COUNTY ELECTRIC POWER ASSOCIATION (ACE), CORINTH MISSISSIPPI: Project Description*: Storm Olga: Disaster Debris Monitoring & Management; Disaster Recovery & Grant Management Services; Documentations of Damaged Repaired Down Poles.*

Contract Date: December 2019 – Current
Debris Monitoring of 22,000 down power poles and documentation of damaged repaired down poles
Client Contact: Sean McGrath, CFO – (O) 662-287-4402 email: smcgrath@ace-power.com
Marci Gurley, Finance Director – (O) 662-415-1085 email: mgurley@ace-power.com
Address:1909 S Tate St, Corinth, MS 38834

Debris Monitoring and Debris Management Logistics (500,000cy+): DP&O performed all debris management

logistics including Monitoring utilizing TRKR™ ADMS which included Emergency Road Clearing, Critical Hazard Tree identifications, Debris Removal to Disposal facility and hiring & training local monitors. All **Debris Removal and Monitoring data, and supporting documents were input the data into TRKR™ ADMS syste**m for long term data storage and to facilitate reconciliation and mapping of all tickets to verify locations in city limits.

- All debris removal operations and data were maintained per FEMA's Pilot program for Accelerated Debris removal. Hurricane Olga left large mixed debris piles and huge trees uprooted in the cities Right of Way onto houses, vehicles, and fences. DP&O coordinated and negotiated the debris management site (DMS), obtained DMS site permit and final closure. DP&O managed all DMS site operations, ensured the grinding operations were performed to optimize land space and reduce cubic yards to 1/3 for final haul out to a disposal facility. In addition
- **Debris Removal Records Reconciliation:** Per FEMA Accelerated Debris Removal Program dates of reimbursement DP&O reconciled daily the Debris Removal load haul tickets, and removal of hazard trees (leaners) and hazard limbs (hangers) including load haul tickets and truck certifications capacities. DP&O performed an in-depth audit of leaner/hanger tickets cross checking each photo with the ticket and ticket ledger for accuracy of GPS location, type of hazard, proof of hazard in the city right of way. All tickets were dropped into **TRKR™,** to verify each ticket was within the formal city boundaries.

PWs obligated and funds Recovered: ACE received all disaster costs reimbursement for 2 Category F PWs $2.5 Million.

DP&O performed assimilation and reconciliation of all Hurricane Olga October 2019 costs documentation of Force labor, Equipment, and 30+ Mutual Aid Contractors (MAA) Invoices, supporting documentation (daily logs, work orders etc.). DP&O utilized our Utility/Asset Mobile app to map/inventory and photograph all 20,000+ Damaged repaired power poles. DP&O created the Damaged Power Pole inventory with equipment and RUS construction units for damaged items and costing submittal. DP&O reconciled all materials purchased, used in stock with vendor Pos, invoices and payments. DP&O prepared all FEMA cost templates and FEMA PA portal entry of all project narratives, and supporting FEMA required information per FEMA Portal EEI's. DP&O also qualified Hazard Mitigation for.

DP&O successfully supported the client with all FEMA PA Portal submittals and the Category F project is 90% complete with ACE Field crews completing final recovery tasks.

DP&O is utilizing DP&O's Utility and Asset Mobile app "XACT Recovery", "Bolt" which allows all Utility Damaged Repaired poles to be inventoried, mapped and tracks equipment and maintenance updates.

DP&O Also utilized XACT Recovery BOLTEOC™ for documenting all HES power pole inventory with equipment and damaged repaired poles. This data exists on a secured database for HES to use for tracking daily maintenance of power poles.

- **2 CATEGORY F PW's + Hazard Mitigation, and Category A -** DP&O performed assimilation and reconciliation of costs documentation of Force Labor, Equipment, Materials, Asplundh Debris Removal, and **50+ Mutual Aid Contractors (MAA)** Invoices, supporting documentation (daily logs, work orders etc.). DP&O utilized our Utility /Asset Mobile app BOLTEOC™ to map/inventory and photograph **all 60,000+ Damaged repaired power poles.**

DP&O created the **Damaged Power Pole inventory using BOLTEOC™** which prepared the power pole database with equipment/RUS construction units for damaged items and costs, mapping and photos; All **materials used for damaged repaired power poles** were cross referenced with materials purchased and materials used in stock. DP&O reconciled all materials purchased, used in stock with vendor Pos, invoices and payments and prepared a detailed spreadsheet of the reconciled materials purchase and used in stock.

MAA Crew and Force labor reconciliation; DP&O prepared detailed spreadsheets summarizing MAA and Force labor Daily logs crew location per grid worked and cross referenced with Pole ID numbers per grid.

- **UTILITY DEBRIS CLEARING 500,000 CY:** DP&O monitored and maintained Asplundh's debris

removal of debris hazards from utility power lines, utility substations and other critical facilities including the power generating station and utilities over waterways. Massive mixed Debris Piles prevented utility restoration and especially the utilities over or near waterways. DP&O used TRKR™ to monitor all Asplundh's debris removal hourly work, documenting locations, date, time, debris type, proof of hazard, and crews equipment and labor staff. Each grid section was reconciled with tickets, GPS locations and proof of hazard in public right of way and to critical facilities.

DP&O prepared all FEMA cost templates and FEMA PA portal entry of all project narratives, and supporting FEMA required information per FEMA Portal EEi's. DP&O successfully supported the client with all replies to FEMA RFI's.

DP&O successfully supported the client with all FEMA submittals within 6 months of Project Submittals.

MIAMI- DADE COUNTY PUBLIC SCHOOLS (MDCPS), FLORIDA: Project Description: ***Debris Monitoring & Debris Management; Disaster Financial Recovery Planning & Training; Debris Management Planning with Facilities; Risk Management.***

Contact Date: May 2018 – May 2026
Client Contact: William Wever, Director Risk Mgmt. (P) 480-921-3091 Email: bwever@dadeschools.net
Address: 1450 NE 2nd Ave, Miami, FL 33132

MDCPS is the nation's 5th largest school district with over 584 facility locations divided between 4 maintenance centers and 3 geographic regions. DP&O has performed debris management planning and Disaster Planning meetings with MDCPS for Maintenance Service Centers (MSC) Supervisors, Director of facilities, Risk management, the Executive Director, and other key department to strategize the most time and cost effective process for streamlining the debris removal operations including debris damage assessments, infrastructure damage assessments and prioritizing debris hazards and monitoring/tracking all emergency repairs and debris removal operations, MDCPS brings unique challenges to monitoring debris removal process and ensuring that debris is picked up and removed only from MDCPS properties and facilities. DP&O utilizing TRKR™ ADMS mapping capabilities was able to establish the critical MDCPS boundaries for the 3 GEO zones 4 MSC and had to map each of the 585 facility boundaries. MDCSP school boundaries proximal park or have parcels that are not part of MDCPS. DP&O was tasked to reviewed MDCPS existing Draft Financial Recovery plan and held meetings with key departments to identify pre and post disaster documentation issues and gaps in the department process. As a follow up we provide Internal Recovery documentation process flow with templates and checklist to ensure all FEMA required cost documentation and backup is accounted for. We provide multiple planning meetings with key executive level stakeholders to discuss next steps in Department planning & training for Disaster cost recovery readiness. The Department training includes FEMA requirements for (Pre and Post disaster records for Emergency Repairs, Assets Inventory, Damage assessments, Long Term Recovery project cost documentation; documentation management, and gaps analysis; lessons learned discussion).

Hurricane Irma – Subject Matter Expert assistance: DP&O/ Gabrielle Benigni, President, provided guidance to MDCPS post Hurricane Irma to resolve conflict between the Debris Removal Contractor and Monitoring company due to removing Disaster Debris from Dade County Parks that were not part of the MDCPS schools boundaries but were adjacent the schools where Disaster debris was located. Gabrielle strategized and coordinated a Mutual Aid agreement with Miami Dade county (Parks and Rec) to use MDCPS debris removal contractors and monitoring company to remove Parks debris which was eligible for FEMA disaster reimbursement and facilitated a successful reimbursement of Disaster debris removed from outside MDCPS school properties.

Federal Contract Compliance Reviews: Preformed all disaster contractors and emergency vendors, contract reviewed for compliance for 2CFR200 compliance. Detailed issues and discrepancies and provided corrections to update contract amendments change orders and task order to ensure disaster reimbursement. Reviewed mutual aid contracts contractors and inter agency council contracts for federal compliance. Prepared suggestions for backup clarification of scope of services, notice to proceed and justified change orders.

Hazard Mitigation Grant Planning (HMGP): DP&O is assisting MDCPS with the Federal (BRIC, FMA) and State LMS policy requirements guidance to identify and qualify projects for HMGP grants.

DP&O is Florida Schools Contractor Certified. All DP&O staff hold Florida School Contract badges allowing us to work at school properties.

MIAMI DADE COLLEGE: **Project Description:** ***Disaster Recovery Services; FEMA Program Assistance, Debris management planning, Department Training, Hurricane Dorian Monitoring Assistance; Debris Monitoring / Debris Removal Audit***

Contract Date: May, 2018 - December 2024, Contract rewarded to Dec 21, 2026.
Client Contact: Yakir Fernandez, Director (O) 305-766-8243 email: Yfernan5@mdc.edu
Prosper Herrera Assistant Vice Provost (C) 305-237-0721 email: Pherrera@mdc.edu
Address: 2700 Judge Fran Jamieson Way, Viera FL 32940

Debris Management Planning: DP&O prepared MDC's Debris management plan to include 8 separate campus facilities/ college annexes. Detailed each campus environmentally sensitive areas, critical facilities, surface water features, and areas of limited access. DP&O identified strategic debris management sites to facilitate large scale disaster.

Hurricane Dorian 2019:
Category A: Debris Monitoring and Debris Management Logistics (50,000cy+) DP&O performed Monitoring of Debris Removal, Hazards limbs/trees and stumps per FEMAs Pilot program for Accelerated Debris removal; Hurricane Dorian left large mixed debris piles and huge trees uprooted in the cities Right of Way onto houses, vehicles, and fences. DP&O coordinated and permitted the MDC debris management site (DMS), obtained FDEM DMS site permit and final closure. DP&O maintained all DMS site operations, ensured the grinding operations were performed to optimize land space and minimize cubic yards for final haul out and provided Submittal of daily debris removal progress reports to MDC leaders; coordinated with the MDC facilities any special requests at the 8 different campuses; DP&O prepared a debris costs analysis for replanting of trees that MDC requested to save.

Category A: Debris Removal Records Reconciliation per FEMA Accelerated Debris Removal Program dates of reimbursement DP&O reconciled daily the Debris Removal load haul tickets, and removal of hazard trees (leaners) and hazard limbs (hangers) including load haul tickets, truck certifications certified no duplicate tickets; leaner/hanger tickets were reviewed for accuracy, readability, and GPS coordinates.

DP&O reconciled all Debris Removal contractor invoices and ensured invoice errors were corrected before approval for MDC final payment. **DP&O reconciled all Reduced Debris taken to final disposal at Waste Management facility and all Waste Management invoices** with quantity corrected ticket discrepancies prior to submittal.

c. Acquisitions and Mergers

DP&O has no current or future plans for any acquisitions and mergers. Our projected direction of business is to continue to provide our clients with Disaster Planning, Monitoring, Response & Recovery Services, emphasizing client Disaster Readiness training; Disaster Debris Monitoring and Disaster Debris Management Planning, FEMA Public Assistance Program Policy, Grant Management and Disaster Financial Recovery, Training and Exercises. A key business initiative is to continue to support our clients to leverage State and Federal Grants for Hazard Mitigation focusing on Flood prevention and critical infrastructure upgrades to enable our clients to be more resilient to disasters. Additionally, we require our staff to maintain FEMA Public Assistance FEMA Portal Training classes, FEMA VAYGO, Federal Grant Management and Emergency Management courses and participate in annual OSHA 40 Hr. Hazwoper Site Supervisor, and CPR AED updates.

2. Litigation

DP&O has no past and/or pending litigation, lawsuits, disputes filing of or any pending bankruptcy proceedings, including the disposition of same, filed against DP&O relating to work described herein withing the last three years.

3. Financial Information

DP&O is a debt free company with the financial capability to cash flow regional largescale mobilization of all management and monitoring staff for debris removal and recovery projects. DP&O has never had a contract cancelled and has never had any negative findings against our company. DP&O maintains and updates our monitors safety supplies and equipment for rapid mobilization to support our management and monitoring staff. DP&O supplies all of our staff with hotels, per diems and needed cashflow for supplies to successfully perform their duties.

DP&O has never failed to provide mobilizing or maintaining the key project management and or monitoring staff as required to fulfill the Village scope of work requirements. DP&O always maintains alternate key position staff available in the event of staff illnesses and other emergencies.

Please see attached financial data as required.

4. Subcontractors

DP&O will not be utilizing any Subcontractors to assist in the performance of Disaster Debris Monitoring Services for the Village.

TAB 5: SIMILAR PROJECTS / REFERENCES

NEW COLLEGE OF FLORIDA, SARASOTA: **Project Description:** ***Hurricane Ian DR 4673, Disaster Debris Management and Monitoring; Debris Removal Audit; Disaster Recovery Services; FEMA Program Assistance.***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr QAQC Auditor, Ray Valdes: DMS Site Manager, Jose Arocha: Scheduler / Expeditor / Task Manager; Fabiana Cova: Field Supervisor; Eddie Sanchez: Data Manager; Nick Evelyn: Roving Monitor, Joeamy Suarez: Recovery Specialist**

Contract Date: May 2021 – April 2026; 150 Hazard Trees and 1200 hazard limbs.
Total Contract Amount: $625K
Client Contact: Yosef Shapiro Email: yshapiro@ncf.eu; Phone: 941-487-4449; 305-790-5789
Address: 5800 Bay Shore Road, Sarasota, FL 34243

CITY OF FLORIDA CITY, FLORIDA: **Project Description:** ***Hurricane IRMA DR4337: Monitoring & Debris Management; Pre-Disaster Response and Recovery Planning; Disaster Emergency / Recovery Services; FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr Recovery Specialist, Ray Valdes: Field Supervisor, Nick Evelyn: Field Supervisor, Steve Stark: Data Manager; Fabiana Cova: Field Supervisor; Eddie Sanchez: Data Manager**

Contract Date: September 2016 – May 2028 **Cubic Yard: 300,000cy; 1500 hazard Trees & 2000 hazard limbs**
Total Contract Amount: $3.2M
Client Contact: Eugene Leon, Project Mgr. – (C) 786-304-8230 Email: proj-mngr@floridacityfl.gov
Jennifer Evelyn, City Clerk – (C) 305-242-8218 Email: cityclerk@floridacity.gov
Address: 404 W Palm Dr, FL City, FL 33034: DR 4337

CITY OF HOMESTEAD, FLORIDA: **Project Description:** ***Hurricane Irma DR4337 Monitoring & Debris Management; Pre-Disaster Response and Recovery Planning; Disaster Recovery Consulting Services, FEMA PA Program Management; Hazard Mitigation Grant Management/ COVID-19 FEMA Recovery; CARES ACT Recovery.***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr QAQC Auditor, Ray Valdes: DMS Site Manager, Nick Evelyn: Roving Monitor, Joeamy Suarez: Data Manager**

Contract Date: September 2018 - May 2028 **CY: 350,000+; 900 Hazard Trees & 2500 hazard limbs**
Total Contract Amount: $3.5 M
Client Contact: Steve Taylor, EM Director – (C) 305-283-9241 email: staylor@cityofhomestead.com
Address: 100 Civic Ct., Homestead, FL 33030

HOMESTEAD ENERGY SERVICES (HES), FLORIDA: **Project Description:** ***Hurricane Irma DR4337 Monitoring Services; Disaster Recovery Consulting, FEMA PA submittals; Asset Inventory, Power Pole and Substation Inventory; Hazard Mitigation Project Management.***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr QAQC Auditor, Ray Valdes: DMS Site Manager, Jose Arocha: Scheduler / Expeditor / Task Manager; Fabiana Cova: Field Supervisor; Eddie Sanchez: Data Manager; Nick Evelyn: Roving Monitor, Joeamy Suarez: Recovery Specialist**

Contract Date: September 2018 – May 2028
Debris Monitoring 8500+ Utility Line Clearing
Utility Asset Inventory & HMP Monitoring Date of Completion: In Progress
Client Contact: Billy Branch, Asst Dir. – (O) 305-224-4707 Email: wbranch@cityofhomestead.com
Address: 675 N. Flagler Ave., Homestead, FL 33030

SEMINOLE COUNTY PUBLIC SCHOOLS (SCPS): **Project Description*: Hurricane Ian DR4673: Debris Monitoring; Debris Removal Audit; Disaster Recovery Services; FEMA PA Program Assistance.***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr QAQC Auditor, Ray Valdes: DMS Site Manager, Jose Arocha: Scheduler / Expeditor / Task Manager; Fabiana Cova: Field Supervisor; Eddie Sanchez: Data Manager; Nick Evelyn: Roving Monitor, Joeamy Suarez: Recovery Specialist**

Contract Date: August 2018 – November 2024 **Cubic Yard: 150,000 CY; 2000+ Hazard trees and limbs**
Total Contract Amount: $1M
Client Contact: Greg Long, Purchasing Officer (O) 407-320-0243
(E) longga@scps.k12.fl.us
Client Contact: Chris Brees, Contactor Admin. (O) 407-421-1271 (E) breesecz@scps.k12.fl.us
Address: 400 East Lake Mary Blvd, Sanford, FL 32773

ALCORN COUNTY ELECTRIC POWER ASSOCIATION (ACE), CORINTH MISSISSIPPI: **Project Description*: Storm Olga: Disaster Debris Monitoring & Management; Disaster Recovery & Grant Management Services; Documentations of Damaged Repaired Down Poles.***

Key Staff: **Gabrielle Benigni: Project Director, Liz Valdes: Project Manager, Urban Hammarstedt: Operations Manager, Rob Russakoff: Sr QAQC Auditor, Ray Valdes: DMS Site Manager, Nick Evelyn: Roving Monitor, Joeamy Suarez: Data Manager**

Contract Date: December 2019 – Current
Total Contract Amount: $900K
Debris Monitoring of 22,000 down power poles and documentation of damaged repaired down poles
Client Contact: Sean McGrath, CFO – (O) 662-287-4402 email: smcgrath@ace-power.com
Marci Gurley, Finance Director – (O) 662-415-1085 email: mgurley@ace-power.com
Address:1909 S Tate St, Corinth, MS 38834

MIAMI- DADE COUNTY PUBLIC SCHOOLS (MDCPS), FLORIDA: **Project Description:** ***Debris Monitoring & Debris Management; Disaster Financial Recovery Planning & Training; Debris Management Planning with Facilities; Risk Management.***

Contact Date: May 2018 – May 2026
Client Contact: William Wever, Director Risk Mgmt. (P) 480-921-3091 Email: bwever@dadeschools.net
Address: 1450 NE 2nd Ave, Miami, FL 33132

MIAMI DADE COLLEGE: **Project Description:** ***Disaster Recovery Services; FEMA Program Assistance, Debris management planning, Department Training, Hurricane Dorian Monitoring Assistance; Debris Monitoring / Debris Removal Audit***

Contract Date: May, 2018 - December 2024, Contract rewarded to Dec 21, 2026.
Client Contact: Yakir Fernandez, Director (O) 305-766-8243 email: Yfernan5@mdc.edu
Prosper Herrera Assistant Vice Provost (C) 305-237-0721 email: Pherrera@mdc.edu
Address: 2700 Judge Fran Jamieson Way, Viera FL 32940

TAB 6: KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

DP&O's staff and management have decades of experience with Debris Management Planning and the stringent documentation requirements of all debris removal requirements. FEMA Public Assistance (PA) Advisory Services, managing multiple Federal Grant Program occurring simultaneously during the disaster recovery life cycle, maintaining stringent documentation, requirements for Federal Disaster reimbursement, successful "Project Closeout" and Flawless State/Federal Audits. DP&O staff and management are extremely experienced with Hazard Mitigation (404 and 406), FEMA negotiations, and FEMA Appeals representation.

The DP&O Team is Extremely Skilled, Highly Experienced, Well Prepared and Ready to Provide the Highest Quality Disaster Debris Monitoring Services & Support!

DP&O has 25 Full time Professional Staff consisting of Debris Management Planners, Emergency Management Directors, Public Assistance Recovery experts, IT developers, Electric Utility Engineers, Civil Engineers, Degreed Environmental Professionals/Geologists. All staff hold advanced FEMA ICS and Debris Management Certificates including National Incident Management Systems (NIMS). **All of our staff are experienced using FEMA PA Portal systems. All of our staff hold 40-hour HAZWOPER Site Supervisor Certification and are CPR AED / Basic First Aid Certified.**

DP&O maintains 150+ on- call trained professional debris management and monitoring staff, and FEMA SME, Environmental professionals, and damage assessment technicians. **Most of our staff have Florida college degrees in accounting, environmental, geology, and engineering and have a direct project knowledge and experience working with FDEM Recovery staff and consultant auditors.**

Our professional staff consist of Former EM Directors, and Nationally recognized experts with FEMA Policy, Emergency Management, Debris Management Specialists, and IT software specialist, FEMA Public Assistance Program Policy & Grant Management. DP&O is supported by seasoned Debris Management Specialists, Former EM Directors, Environmental Professionals, Utility Engineers and Nationally recognized experts with FEMA Policy, Emergency Management, and IT software specialist.

All our professional staff have extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FWC and other applicable Federal, State or local agency laws, regulations and policies and hold FEMA certifications for advanced debris management planning and public assistance advisory services.

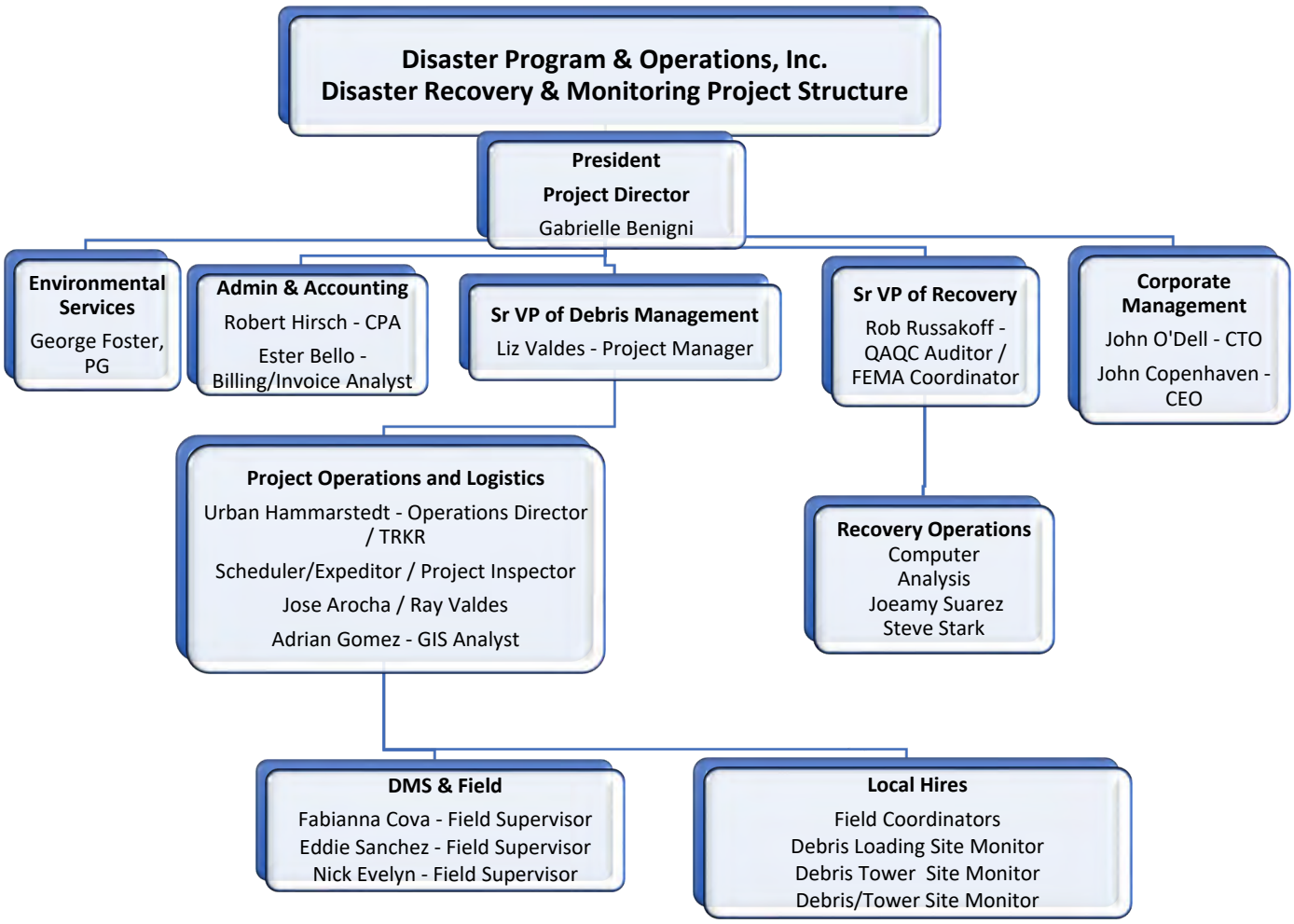
DP&O's staff and management have decades of experience with Debris Management Planning and the stringent documentation requirements of all debris removal requirements. FEMA Public Assistance (PA) Advisory Services, managing multiple Federal Grant Program occurring simultaneously during the disaster recovery life cycle, maintaining stringent documentation, requirements for Federal Disaster reimbursement, successful "Project Closeout" and Flawless State/Federal Audits. DP&O staff and management are extremely experienced with Hazard Mitigation (404 and 406), FEMA negotiations, and FEMA Appeals representation.

DP&O's staff and management are prepared for rapid mobilization to assist with damage assessments, emergency repairs documentation, donated resources management, debris management and disaster claims submittals, maintaining FEMA compliance throughout the entire process. Our well-seasoned staff emphasize from day one, audit ready documents to support smooth project closeout, and we maintain this audit readiness through the entire FEMA PA review and approval process including post disaster funds and payment tracking. Our technical approach demonstrates the highest level of in-depth understanding Disaster Management and Administrative Services in accordance with FEMA policies, OIG audit principals resulting in successful financial recovery for our clients from disasters.

Additionally, our management team excels with Request for information (RFI's) replies, Disaster document management, PW review tracking, FEMA negotiations and any appeals associated with disasters and reporting responsibilities to the federal and State government. Most importantly, our knowledge of the FEMA PA Portal, and State Portal System enables our team to timely identify and resolve potential discrepancies, clarify questionable items, and turn projects around quickly to obligation and payment.

Organizational Chart

Below is DP&O's organizational chart. We have the capability to ramp up our trained, on call support professional staff and scale up based on the severity of the disaster.



Key Personnel

For this contract, Elizabeth Valdes, Project Manager will be the primary point of contact. Below is a list of key personnel that would be assigned to this project:

DP&O Primary Team Members:	
President / Project Director: Gabrielle Benigni	Billing Invoice Analyst: Ester Bello
Project Manager: Liz Valdez	Scheduler/Expeditor; Project Inspector: Ray Valdes
QAQC Auditor / FEMA Coor.: Rob Russakoff	Field Supervisor: Eddie Sanchez
Operations Manager: Urban Hammarstedt	Field Supervisor: Nick Evelyn
Computer Analysis/Recovery Specialist: Joeamy	Scheduler/Expeditor; Project Inspector: Jose Arocha
Computer Analysis/Recovery Specialist: Steve Stark	Field Supervisor: Fabiana Cova
GIS Analyst: Adrian Gomez	

In the event that a key member of the staff needs to be substituted, DP&O will substitute that key staff with personnel who possess qualifications equal to or exceeding the qualifications of the personnel being replaced.

Experience Of Key Project Personnel

KEY PERSONNEL	POSITIONS / TITLE	DISASTER MONITORING PROJECTS
Gabrielle Benigni **25+ Years Experience**	President / Project Director	**Hurricane:** 1998 Georges; 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2008 IKE; 2012 Sandy; 2017 IRMA; 2018 Michael; 2019 Olga, 2022 Ian. **Tornado**: 2014 Tupelo MS EF4; 2016 Mississippi EF4
Liz Valdes **25+ Years Experience**	Project Manager – Sr VP	**Hurricane:** 1998 Georges; 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2008 IKE; 2012 Sandy; 2017 IRMA; 2018 Michael; 2019 Olga, 2022 Ian. **Tornado**: 2014 Tupelo MS EF4; 2016 Mississippi EF4
Rob Russakoff **19 Years Experience**	QAQC Auditor /FEMA Coordinator – Sr VP	**Hurricane**: 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2012 Sandy; 2017 IRMA; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4, 2016 Mississippi EF4
Urban Hammarstedt **18 Years Experience**	Operations Manager	**Hurricane:** 2005 Katrina/Wilma; 2012 Sandy; 2017 Irma; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4; 2016 Mississippi EF4
Nicolas Evelyn **18 Years Experience**	Field Supervisor	**Hurricane:** 2005 Katrina/Wilma; 2012 Sandy; 2017 Irma; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4; 2016 Mississippi EF4
Joeamy Suarez **19 Years Experience**	Computer Analysis/Recovery Specialist	**Hurricane**: 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2012 Sandy; 2017 IRMA; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4, 2016 Mississippi EF4
Ester Bello **20+ Years Experience**	Billing/Invoice Analyst	**Hurricane**: 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2012 Sandy; 2017 IRMA; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4, 2016 Mississippi EF4
Reinerio Valdes **19 Years Experience**	Scheduler/Expeditor; Project Inspector	**Hurricane**: 2004 Charley, Jeanne, and Frances; 2005 Katrina, Wilma; 2012 Sandy; 2017 IRMA; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4, 2016 Mississippi EF4
Eddie Sanchez **18 Years Experience**	Field Supervisor	**Hurricane:** 2005 Katrina/Wilma; 2017 Irma; 2019 Olga, 2022 Ian. **Tornado:** 2014 Tupelo MS EF4; 2016 Mississippi EF4
Jose Arocha **6 Years Experience**	Scheduler/Expeditor; Project Inspector	**Hurricane:** 2017 IRMA; 2018 Michael; 2019 Olga, 2022 Ian.
Fabiana Cova **6 Years Experience**	Field Supervisor	**Hurricane:** 2017 IRMA; 2018 Michael; 2019 Olga, 2022 Ian.
Steve Stark **13 Years Experience**	Computer Analysis/Recovery Specialist	**Hurricane:** 2012 Sandy; 2017 IRMA; 2018 Michael; 2019 Olga, 2022 Ian. **Tornado**: 2014 Tupelo MS EF4; 2016 Mississippi EF4
Adrian Gomez **10+ Years Experience**	GIS Analyst	**Hurricane**: 2012 Sandy; 2017 IRMA; 2019 Olga, 2022 Ian.



Gabrielle Benigni, DP&O President, Project Director
Email: GBenigni@dpando.com

SUMMARY: Ms. Benigni more than 25 years of Emergency/Disaster Response and Recovery services, Debris Management Planning, Debris Removal Operations and is an industry leader for FEMA Public Assistance (PA) program policy, State/ Federal Agency disaster reimbursement requirements, and OIG audits. As a degreed hydrogeologist she began her career directing Environmental Investigations, Contamination Assessments, contaminated site demolition and leveraged her expertise to perform Disaster Planning, Response and Recovery maintaining FEMA compliance for Public Utilities, Utility organizations, Cities, Colleges/Schools ensuring federal compliance and obtaining federal FEMA disaster reimbursement and qualifying projects for Hazard Mitigation.

AREAS OF SPECIALIZATION

- **Disaster Response and Recovery- Damage assessments, Federal PA program Policy expert for: Public Utilities, State, County, Municipalities; Public Schools & colleges.**
- **Debris Management Planning- Debris Removal Operations; Emergency Road Clearing & TDSR operations.**
- **FEMA and USDA Disaster Claims Management; FederalAppeals.**
- **Earthwork/levee construction; Demolition; AsbestosRemoval.**
- **Proposal Preparation /Bidding, Project /Contract Administration/Management.**
- **Hazardous Materials Emergency Response -Fuel Spills**

As President of DP&O (Formerly DO&T), and EXACT Recovery she formed and developed the concept of "Recovery EOC™" web and mobile apps TRKR ADMS and Bolt EOC which centralizes all Assets, Resources (Labor, Equipment, Materials, Contractors) with supporting attachments for multilateral Uses: Disaster Debris and Infrastructure Damage Assessments, Disaster Project Cost Tracking, Asset Mapping, Debris Removal Monitoring data and documentation collection which exceeds the FEMA reimbursement requirements. Recovery EOC produces client specific reports and functions as a "Disaster Claims Management System" with all supporting documents and FEMA Required attachments. Recovery EOC auto populates federal disaster claims forms. Using a SQL database "Recovery EOC™" can interface with any existing software programs and is the only disaster recovery program to interface with WebEOC (DHS voted as nations Crisis Incident Management software) used Statewide nationally and in many large cities. Recovery EOC™ provides long term disaster document storage in audit proof format. It is the only response and recovery pro.

With DP&O she represents numerous Florida municipalities, Colleges, Public Schools, and out of state clients for Disaster Debris Management Planning and Post Disaster Debris Removal operations management, Logistics and monitoring. Gabrielle leveraging her environmental hazmat background has managed and coordinated the most difficult Disaster Debris obstacles for clients ensuring Federal and State compliance and protecting the community during the debris removal. Gabrielle assists with Waste Management as SME for Dade County Disaster Debris issues and when Waste Management clients have issues with Debris challenges and or FEMA inspections. Gabrielle is an industry leader with Pre -Disaster Training, Debris Management Planning and FEMA Public Assistance Disaster reimbursement and compliance for many large Utility Organizations (TVPPA, APPA, TMEPA) whose members struggle with Mixed Disaster debris containing conductor /wire and transformers.

She participates with IAEM (International Association of Emergency Managers) FEMA Caucus quarterly discussions of current FEMA trends and issues for applicant's reimbursements and assists Waste Management with FEMA compliance and debris management issues for Miami-Dade County Cities.

She has represented cities in Oklahoma and assisted the Oklahoma Office of Emergency Management by preparing FEMA appeals for projects which, after second appeals process, were each successfully awarded at 100% appealed amounts for 14 appeals.

During 2013 Gabrielle, for Super Storm Sandy as State Consultant with NY DHSES, assisted the Liaison to the Chief of Public Assistance and Deputy Commissioner. Her tasks included critical applicants support (including

Wastewater Treatment Facilities, and Port Authority) for appeals justification and critical applicant status reports for the Governor's office. She represented the State at various levels for FEMA Projects (Project Worksheets (PW)) Review, and approval at the State/FEMA initial review, State/FEMA QAQC review, and the Final PW Grantee level review and approval.

SPECIFIC ACCOMPLISHMENTS

- Multiple Florida Cities, Hurricane IRMA DR 4337 Client representation, Response Resources including Mutual Aid coordination, Damage Assessments, FEMA PA submittals, documentation; Hazard Mitigation Projects qualification.
- Seminole County Public Schools, Hurricane Ian DR 4673 Sept 2022, Rapid mobilization of disaster debris management teams to identify critical debris hazards, coordinated infrastructure
- DA teams for 80+ facilities (200+ buildings) including roofs, interior and exterior. Implemented disaster recovery document management system and disaster recovery data reconciliation teams for FEMA RSM meeting, identification of eligible projects and HMGP qualification.
- City of Homestead, DR4337 Irma Sept 2017: Performed all FEMA eligible disaster projects data document management, coordinated disaster cost records reconciliation teams, directed and supervised FEMA PW submittals for 20 projects FEMA category A-G, qualified HMGP projects, managed all FEMA and FDEM project review and approvals (request for information replies, request for reimbursement submittals, PW tracking through successful project closeout).
- Homestead Utilities, DR 4337 Irma Sept 2017: 8500 Damaged Repaired Power Poles Assimilation, and Reconciliation of 50+ Mutual Aid Crews, materials, and transformers; Obtained Hazard Mitigation for Concrete Power poles, FEMA PA Projects obligation; Hazard Mitigation Project documentation and FEMA compliance.
- Hurricane Olga October 2019, Alcorn Electric Association: Pre – Disaster Asset Inventory with mapping and GPS; Performed Damage Assessments, 60,000+ Damaged Repaired Power Poles with equipment, Identified Poles with safety issues: FEMA PA representation thru FEMA obligation / payment.
- Oklahoma -State Debris Management Plan (DMP) preparation and Implementation, for State of Oklahoma, OEM and is FEMA approved. Implemented templates and guidelines for State DMP implementation. Assisted with HMP programs for various disasters.
- Disaster Services for Oklahoma - Performed ice-storm, and tornadoes response and recovery, damage assessments and FEMA PW submittals. Represented municipalities as Applicant's Agent with FEMA, wrote the appeals and assembled supporting documentation for Oklahoma Emergency Management, for 14 FEMA appeals in Region VI that were all awarded at 100%- dollar value.
- Disaster Response Dec 28, 2015, EF 4 Tornado: Public Utilities 2 counties, 30 miles of service area (Marshall and Benton Counties): Mobilized with Electric Engineer & Drones to perform Damage Assessments, Damaged Repaired Power Poles with equipment Inventory, and mapping; Obtained FAA Exemption for Drones; Debris Management; Emergency contractors and Mutual Aid crews reconciliation; FEMA PA representation, PW submittals, approvals and projects obligation.

EDUCATION: B.S., Geology & Hydrogeology, University of Florida, Gainesville

CERTIFICATIONS

- **2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED**
- Advanced Supervision of Asbestos Abatement Projects - Georgia Tech
- State of Florida Dept. of Natural Resources Oil Spill Prevention, Response and Cleanup
- FEMA Debris Management Planning and Public Assistance
- Advanced PADI Scuba Training
- NIMS/ICS 100-800; HIPAA Chapter110 –Eligibility Criteria Specialist.

PRESENTATIONS/TRAININGS

- TVPPA, August 13, 2021, Hurricane Disaster Prep, IT Solutions for Disaster Recovery and Documentation 2 Case studies.
- TVPPA, 2022 Webinar Series, FEMA Critical Requirements for Disaster Reimbursement; Disaster prep, Lessons learned and IT solutions.
- TMEPA, July Annual Conference, Presentation, Pre and Post FEMA Disaster Critical Documentation Requirements
- TMEPA E and O, October Conference,2022 Increase Resilience and Maximize FEMA Reimbursement



Liz Valdes, Sr. VP, Project Manager
Email: LValdes@dpando.com
SUMMARY: Liz has served for 18 years with DP&O (and former Disaster Operation & Training, Inc.) in several capacities- Liz is a Project Manager and Task manager for Municipalities as one of the head Project Operations Managers who oversee all the Debris Removal, Hiring and Training Monitors and Directing the Monitoring field team. She has also served and has experience as a Debris Management Specialist, Project Monitor Trainer and Disaster Debris SME for beaches, canals, and other sensitive environments. Liz also serves as FEMA PA recovery projects for Buildings (Category E), Utilities (Category F) and Parks (Cat G) With DP&O she is lead in hiring, training, recovery technicians and debris monitoring staff including placement with debris removal crews. She works with clients to obtain Emergency Debris Management Site permits performing the baseline report and ensures all DMS Operations are in full compliance with local and State regulations. She has successfully in large scale disasters managed over 8 DMS sites with successful site closure for over 10 million cubic yards. When not managing clients storm disaster debris projects she trains and supervises staff with DP&O's Disaster Claims and Document Management system, Recovery EOC and TRKR™ ADMS system used for monitoring /tracking all debris removal operations costs with FEMA required back up. She specializes in FEMA compliance/ policy and ensures all debris removal tasks are per FEMA Accelerated Debris Pilot Program and comply with the most current PAPPG and FEMA Grants Portal.

Liz also successfully managed 18 South Florida Cities, located (Palm Beach, Broward, Dade-City) for multiple disasters managing public municipalities Disaster Debris Removal projects and FEMA Program representation for site inspections. As Project Manager Liz directed Debris and Infrastructure Damage Assessment teams, qualified all Eligible Disaster projects, and worked closely with client departments to prepare the FEMA required Scope of Work (Completed and Work to Complete projects). Liz manages DP&O's Recovery specialist assigning /supervising disaster records gathering, records reconciliation. Prior to submitting to FEMA PA Portal ensures all FEMA submittals are audit ready. She utilizes DP&O's Recovery EOC disaster cost claims and document management system with Microsoft SQL reporting and provides all DP&O's clients Disaster Financial Recovery reports. Liz promptly prepares FEMA and State RFIs and performs all PW progress tracking for client's progress reporting. She identified and qualified 404 & 406 Hazard Mitigation projects.

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATES: IS 10a Animals in Disaster: Awareness & Preparedness, IS 11a Animals in Disaster: Community Planning, IS 15a Special Events Contingency Planning for Public Safety Agencies, IS 100 Introduction to the Incident Command System, IS 200 ICS for Single Resources & Initial Action Incident, IS 200c Basic Incident Command System, /IS 230 Principles of Emergency Management, IS 244b Developing & Managing Volunteers, IS 275 Roles of the EOC in Community Preparedness, Response & Recovery, IS 321 Hurricane Mitigation Basic for Mitigation Staff, IS 556 Damage Assessment for public works, IS 558 Public Works & Disaster Recovery, IS 559 Local Damage Assessment, IS 630 Introduction to the Public Assistance Process, IS 631 Public Assistance Operations 1, IS 632 Intro to Debris Operations in FEMA's Public Assistance Program, IS 634 Introduction to FEMA's Public Assistance Program, IS 700 National Incident Management system NIMS an Introduction, IS 702 NIMS Public Information Systems, IS 703a NIMS Resource Management, IS 706 NIMS Intrastate Mutual Aid an Intro, IS 800a Nation Response Plan NRP an Introduction, IS 841.a NEMIS HMGP System. Overview & Setup, IS 842.b NEMIS HMGP System. Enter the HMGP Application, IS 1004 The FEMA Site Inspection Process, IS 1006 Documenting Disaster Damage & Dev Project Files, IS 1007 Detail Damage Description & dimensions, IS 1010 Emergency Protective Measures, IS 1018 Determination Memorandum & Appeals, IS 2002 Intro to FEMA Operational Planning, TS-R4 FEMA Reimbursement made easy, TS-11 Debris Management, TS-12 Evaluating Debris Management & Monitoring RFP's, TS-20 Emergency Pet Friendly Sheltering & Pets Act Reimbursement



Rob Russakoff, Sr. VP, QAQC Auditor / FEMA Coordinator
Email: RRussakoff@dpando.com
SUMMARY: Rob has over 19 years of Disaster related experience and has served on over 15 large disasters with DP&O (and former Disaster Operation & Training, Inc.) in several capacities – He is Florida Certified Public Adjuster license, with 19 yrs. experience with disaster recovery cost accounting and audit experience and Public Agency financial analysis. He is DP&O's Sr QAQC Auditor and Snr Data Manager and FEMA Recovery Audit Specialist performing all FEMA eligible disaster projects data document management, coordinates disaster cost records reconciliation teams, directs and supervises all DP&O staff for FEMA PW submittals and assists with HMGP projects identification and qualifications, manages all FEMA and FDEM project review and approvals (prepares request for information replies and request for reimbursement submittals); Performs clients PW tracking through successful project closeout). He leads the FEMA and CARES Act Recovery team for reconciliation tasks and strategy for most efficient turnaround of Covid 19 data given very tight deadlines. Rob is highly proficient with MS Office Suite, excel and database software and He utilizes DP&O's Recovery EOC disaster cost claims and document management system with Microsoft SQL reporting and provides all DP&O's clients Disaster Financial Recovery reports in abidance with FEMA Policy and requirements. He directs all client's disaster cost audits for labor, equipment, materials, and contractors with backup documentation for FEMA project submittals. He excels with force labor records reconciliation and skilled with the most difficult of payroll reporting programs used by public Agencies. He is very proficient with Mutual Aid Contractors' invoices and back up records reconciliation identifying and resolving data issues before FEMA Submittal. He is extremely proficient representing Public Agency clients with FEMA Policy and FEMA negotiations, and very skilled, FEMA PA and State Portal systems, including the FEMA Covid Streamlined application process and CARES ACT. Rob supports clients with FEMA and or State RFIs detailed replies and request for reimbursements, PW progress tracking through closeout.

EDUCATION AND PROFESSIONAL ASSOCIATIONS:

- **University of Richmond - B.A. Business Management 1984**

CERTIFICATIONS

2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED

FEMA CERTIFICATE: Disaster Recovery,IS-559 Local Damage Assessment, IS 632a Introduction to Debris Operations, IS 633 Debris Management Plan Development, IS-660 Introduction to Public-Private Partnerships, IS-662 Improving Preparedness and Resilience through Public-Private Partnerships, IS-700.b An Introduction to the National Incident Management System, IS-703.b National Incident Management System Resource Management, IS-706 NIMS Intrastate Mutual Aid an Introduction, IS-800.d National Response Framework, Managing Project Tasks, IS-845.a NEMIS HMGP System: Oversight & Closeout, IS-860.c The National Infrastructure Protection Plan, An Intro, IS-1004 The FEMA Site Inspection Process, IS-1002 FEMA Grants Portal-Transparency at Every Step, IS-1006 Disaster Damage & Developing Project Files, IS-1007 Detail Damage Description and Dimensions, IS-1010 Emergency Protective Measures, IS-1012 Direct Administrative Costs, IS-1018 Determination Memorandums and Appeals



Urban Hammarstedt, Operations Manager / TRKR™
Email: UHammarstedt@dpando.com
SUMMARY: Urban has 18 years of Disaster Recovery, Debris Management and Records audits per FEMA and OIG audit requirements. He works with the client's finance and other key departments to ensure payroll records are verified with field operations and contractor invoices are reconciled with contractor daily logs and task performed. He manages all DP&O's infrastructure utilities disaster and Hazard Mitigation Projects and works close with clients to identify and qualify their projects for Hazard Mitigation, Utilizing DP&O's Recovery EOC Mobile App he provides project financial tracking, logistics to support all projects cost tracking with details from mobilization, emergency repairs & recovery projects with cost details and project progress mapping. He reviews all client field data and Mutual aid contractor invoicing to ensure all costs are accurately captured and verified in DP&O's Disaster Claims and document management system. He excels with materials reconciliation (used in stock and purchased) with PO's and vendor's invoice. He supervises DP&O's Field Technicians for Damage Assessments, Debris Management monitoring, and tracking all clients Disaster Recovery and Hazard Mitigations Project cost with progress/status reports. He leads our team with training and utilization RecoveryEOC "BOLT" mobile cost & mapping system to record damaged assets, inventory infrastructure including power poles and grid systems for pre & post disaster FEMA requirements. He has served with DP&O in several capacities – Disaster Recovery audit services, Debris Management Specialist, Operations Manager of all field projects and Product Manager/lead trainer for DP&O's Recovery EOC Web & Mobile Software Solutions. Urban manages all Utilities/Infrastructure CAT E & CAT F, and G projects for damage assessments, emergency repairs, Mutual Aid Agreement (MAA) crews, records assimilation & reconciliation including utility materials inventory and reconciliation.

EDUCATION AND PROFESSIONAL ASSOCIATIONS:

- **University of Memphis-Bachelor of Business Administration, Major in International Business – 91**

CERTIFICATIONS

2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED

FEMA CERTIFICATES: FHWA Emergency Relief Pro Training for Local Agencies, IS-026 Guide to Points of Distribution, IS-075 Military Resources in Emergency Management, IS 100c Introduction to the Incident Command System, IS-101.c Preparing for Federal Disaster Operations, IS-102.c Preparing for Federal Disaster Operations: FEMA Response Partners, IS 200c Basic Incident Command System, IS-230.d Fundamentals of Emergency Management, IS-235.c Leadership and Influence Emergency Planning, IS-240.b Leadership & Influence, IS-241.b Decision Making and Problem Solving, IS-242.b Effective Communication, IS-244.b Developing and Managing Volunteers, IS- 245.b Intro to the Federal Priorities and Allocations, IS-276.a Benefit-Cost Analysis Fundamentals, IS-288.a The Role of Voluntary Agencies in Emergency Management, IS-315.a CERT and the Incident Command System (ICS), IS 317.a Introduction to Community Emergency Response Team, IS 318 Mitigation Planning for Local & Tribal Communities, IS-319.a Tornado Mitigation Basics for Mitigation Staff, IS-321 Hurricane Mitigation Basics for Mitigation Staff, IS-322 Flood Mitigation Basics for Mitigation Staff, IS-323 Earthquake Mitigation Basics for Mitigation Staff, IS-324.a Community Hurricane Preparedness, IS-325 Earthquake Basics Science Risk & Mitigation, IS-393.b Introduction to Hazard Mitigation, IS-395 FEMA Risk Assessment Database, IS-403 Intro to Individual Assistance, IS-552 The Public Works Role in Emergency Management, IS-554 Emergency Planning for Public Works, IS 556 Damage Assessment for Public Works, IS-558 Public Works and Disaster Recovery, IS-559 Local Damage Assessment, IS 632a Introduction to Debris Operations, IS 633 Debris Management Plan Development, IS-660 Introduction to Public-Private Partnerships, IS-662 Improving Preparedness and Resilience through Public-Private Partnerships, IS-700.b An Introduction to the National Incident Management System, IS-703.b National Incident Management System Resource Management, IS-706 NIMS Intrastate Mutual Aid an Introduction, IS-800.d National Response Framework, An Introduction, IS-815 ABC's of Temporary Emergency Power, IS-841.a NEMIS HMGP Systems Overview and Startup, IS-842.b NEMIS HMGP System Enter the HMGP Application, IS-843.a NEMIS HMGP System - Project Eligibility Determination, IS-844.a NEMIS HMGP System: Managing Project Tasks, IS-845.a NEMIS HMGP System: Oversight & Closeout, IS-860.c The National Infrastructure Protection Plan, An Intro, IS-1004 The FEMA Site Inspection Process, IS-1002 FEMA Grants Portal-Transparency at Every Step, IS-1006 Disaster Damage & Developing Project Files, IS-1007 Detail Damage Description and Dimensions, IS-1010 Emergency Protective Measures, IS-1012 Direct Administrative Costs, IS-1018 Determination Memorandums and Appeals, IS-1020 Public Assistance Donated Resources, IS-1100.a Increased Cost of Compliance, , IS-1113 Coastal Barrier Resources Act, IS-1170 Intro to the Interagency Security Committee, IS-1300 Introduction to Continuity of Operations, IS-2000 National Preparedness Goal & System Overview, IS-2002 Introduction to FEMA Operational Planning, IS-2200 Basic Emergency Operations Center Functions, IS-2500 National Prevention Framework, An Introduction, IS-2600 National Protection Framework, An Introduction, IS-2700 National Mitigation Framework, An Introduction, IS-2901 Intro to Community Lifelines



Joeamy Suarez, Computer Analysis / Recovery Specialist

Email: JSuarez@dpando.com

SUMMARY: Joeamy has been with DP&O (and former Disaster Operation & Training, Inc. since 2005 and provided Records reconciliation and data entry of force labor and equipment records, QAQC of supporting daily logs, payroll, and time sheets. She also assists with debris operations task management, debris monitoring supervision, monitor training, and QAQC of leaner hanger debris removal records reconciliation. She has participated in over 8 disasters with multiple cities and over 10 million cubic yards. She is highly proficient with MS Office Suite, excel and database software and utilizes DP&O's Recovery EOC disaster cost claims and document management system with Microsoft SQL reporting and provides QAQC of completed FEMA PW templates prior to FEMA PA portal submittals. As Recovery specialist /Data manager she reviews all clients Force labor, equipment, rented equipment, contractors documents to identify discrepancies and resolved issues prior to FEMA submittal. She Additionally, assists with Debris Removal Operations costs records reconciliation and cross checking to ensure all GPS are accurate on tickets and within Public Agency boundaries. She excels with reconciliation of debris removal contractor and debris monitor records and resolving any discrepancies between the costs back up are corrected prior to FEMA submittal (including ticket ledgers, tickets, daily logs, invoices, payments, photos, and maps of areas worked). She assists with Debris Removal monitor inspection and maintaining monitor field logs. She is a trainer for DP&O's TRKR™ ADMS system assisting all monitors when needed and provides real-time supervision of monitor activities.

2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED

FEMA CERTIFICATES: IS 100c Introduction to the Incident Command System, IS 200c Basic Incident Command System for initial Response , IS-00230.d Fundamentals of Emergency Management, IS-242.b Effective Communication, IS 244b Developing & Managing Volunteers, IS- 00318 Mitigation Planning for Local and Tribal Communities, IS-319.a Tornado Mitigation Basics for Mitigation Staff, IS-320 Wildfire Mitigation Basics for Mitigation staff, IS-00321 Hurricane Mitigation Basics for Mitigation Staff Certificate, IS-00393.b Introduction to Hazard Mitigation, IS 556 Damage Assessment for Public Works, IS 558 Public Works & Disaster Recovery, IS- 00559 Local Damage Assessment, IS 632a Introduction to Debris Operations , IS 633 Debris Management Plan Development, IS- 1002 FEMA Grant Portal-Transparency at every step, IS 1004 FEMA Site Inspection Process, IS-1006 Disaster Damage & Developing Project files, IS-1007 Detailed Damage Description & Dimensions, IS 1010 Emergency Protective Measures, IS-1018 Determination Memorandums and Appeals, IS-1020 Public Assistance Donated Resources, IS-2002 Introduction to FEMA Operational Planning.

Steve Stark, Computer Analysis / Recovery Specialist
Email: SStark@dpando.com
SUMMARY: Since 2020 Steve has served with DP&O as PA Recovery specialist and Assistant Data manager he reviews all clients Force labor, equipment, rented equipment, contractors documents to identify discrepancies, or missing items, and resolved issues prior to FEMA submittal and ensure FEMA compliance. Prior to DP&O Steve assisted as FEMA Project specialist for 10 years on several State level contractor teams on 10 major federal declared disasters. With DP&O Steve additionally, assists with Debris Removal Operations costs records reconciliation and cross checking to ensure all debris removal tickets GPS are accurate on tickets and within Public Agency boundaries. He excels with reconciliation of debris removal contractor and debris monitor records and resolving any discrepancies between the costs back up are corrected prior to FEMA submittal (including ticket ledgers, tickets, daily logs, invoices, payments, photos, and maps of areas worked). Steve, using TRKR and Bolt EOC Web app, over sees and spot checks photos quality and descriptions to ensure images and data is precise and clear. Steve supports the DP&O Project managers as needed for field inspection teams assignments for damage repairs validations per FEMA requirements.

EDUCATION AND PROFESSIONAL ASSOCIATIONS:
Metropolitan Community College, Microbiology 1991, Business Management 2015-2016

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATES: Completed 141 ISP courses & all ICS courses; L-0201 Debris Technical Specialist L-0239 406 Hazard Mitigation; L-0382 PAC Crew Leader; L-0277 Basic Training for Community Relations Specialist; L-0282 Community Relations Deployment, TS-29 Experience with FEMA Appeals and Arbitration Process State and Applicant Perspective.



Ester Bello, DP&O Billing / Invoice Analyst
Email: EBello@dpando.com
SUMMARY: Ester Bello has over 20 years in a wide variety of accounting and experience with government administration and financial analysis. She has served with DP&O for 11 + years as DP&Os lead QAQC Data Manager for DP&O's Public agency Clients. She ensures data integrity from day 1 is audit ready and properly categorized, labeled per FEMA requirements for disaster claims submittals processing. She has served as DP&O's lead accountant and company administrator and oversees all DP&O's accounting staff 11 years coordinating invoicing and client DAC Submittals and ensures all DP&O's staff invoices are accurate per contract billing and client budget Pos and back up timesheets with project titles accurate and maintained. She performs all invoicing with timesheets per client's requirement and FEMA DAC and monitor documentation requirements.

EDUCATION AND PROFESSIONAL ASSOCIATIONS
- **American Educational Institute/Continuing Education for Claims Law Year 03**
- **University of North Florida/Business/BA Year 1996**
- **FCCJ/AA Year 1993**
- **2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED**



Eddie Sanchez, Field Supervisor
Email: Esanchez@dpando.com
SUMMARY: Eddie has been with DP&O since 2021 and is very hands on and has a large field presence as Roving and Supervisor. He supervises other DA Technicians using Recovery EOC BoltEOC web and mobile app to ensure all Damages Descriptions are detailed and photos are clear and easy to view in addition to identifying overlooked damages. During Debris Removal operations he supervises the Temporary Debris Management Site (TDMS) Monitors and Operations performed by field monitors, Debris Vehicle Certification to ensure all trucks are properly certified by DP&O's Mobile App TRKR™ ADMS System. He provides debris monitoring supervision, QAQC of leaner, hanger, stump and spot checks of monitors photos, GPS locations on tickets and ticket ledgers. He also performs reconciliation of Force labor, and equipment for FEMA CAT A submittal. He assists the project manager and operations and logistics with scheduling field monitor placement and needs.
EDUCATION AND PROFESSIONAL ASSOCIATIONS:

- **Miami-Dade College, Kendall Campus, Miami, FL Associates of Arts in Mass Communication**
- **Miami-Dade College, Kendall Campus, Miami, FL Associates of Science Degree in Radio/TV**

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATE: TS-6 Management of Spontaneous Volunteers in Disasters, TS-23 Volunteers and Donations



Nicholas Evelyn, Field Supervisor
Email: Nevelyn@dpando.com
SUMMARY: Nicholas has been with DP&O since 2015 and has experience in government administration or financial analysis. He has provided debris monitoring supervision, and recovery assistance in several capacities. Post disaster data gathering, review and records assimilation including DP&O's clients reconciliation of Force labor, and equipment for FEMA submittal. QAQC of debris removal records reconciliation with photos, GPS locations on tickets and ticket ledgers. He assists the project manager and operations and logistics and schedulers with identifying field obstacles and ramping up staff, monitor placement and needs. He serves as a roving monitor when needed to review and spot check all monitor's activity. He serves as a roving monitor when needed to review and spot check all monitor's activity.

EDUCATION AND PROFESSIONAL ASSOCIATIONS:

- **Florida International University- B.S in Psychology Year 2020**

FEMA CERTIFICATES: IS -10a Animals in Disaster: Awareness & Preparedness, IS-11a Animals in Disaster: Community Planning, IS-100c Introduction to the Incident Command System, IS-200c Basic Incident Command System, IS-241b Decision Making & Problem Solving, IS-242b Effective Communication, IS-244b Developing & Managing Volunteers, IS-318 Mitigation Planning for Local & Tribal Communities, IS-319a Tornado Mitigation Basic for Mitigation Staff, IS-320 Wildfire Mitigation Basics for Mitigation Staff, IS-321 Hurricane Mitigation Basics for Mitigation Staff, IS-322.

CERTIFICATE
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED



Reinerio Valdes, Scheduler/Expeditor; Project Inspector
Email: RValdes@dpando.com **P**
SUMMARY: Ray has served with DP&O (and former Disaster Operation & Training, Inc.) since 2005 in several capacities- Debris Management Coordinator and field logistics for Debris operations and field management and Technical assisting with debris operations to ensure the most efficient utilization of contractor's equipment and monitor placement. Ray also is highly skilled as debris damage assessments and maintaining field to office recovery data gathering. He is very hands on and has a large field presence and coordinating field operations, daily activities and ensuring the Temporary Debris Management Site (TDMS) operations are per DMS permits. Ray assists with Debris Vehicle Certification to ensure all trucks are properly certified by DP&O's Mobile App TRKR™ ADMS System. He has participated in over 20 disasters with projects estimating over 5 million cubic yards and also utilizes DP&O's TRKR™ ADMS system assisting all monitors when needed and provides real-time supervision of monitor activities.

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATES: IS-100c Introduction to the Incident Command System, IS-200c Basic Incident Command System, IS-241b Decision Making & Problem Solving, IS-242b Effective Communication, IS-244b Developing & Managing Volunteers, IS-318 Mitigation Planning for Local & Tribal Communities, IS-319a Tornado Mitigation Basic for Mitigation Staff, IS-320 Wildfire Mitigation Basics for Mitigation Staff, IS-321 Hurricane Mitigation Basics for Mitigation Staff, IS-322 Flood Mitigation Basics for Mitigation Staff, IS-393b Intro to Hazard Mitigation, IS-556 Damage Assessment for Public Works, IS-558 Public Works & Disaster Recover, IS-559 Local Damage Assessment, IS-632a Introduction to Debris Operations, IS-633 Debris Management Plan Development , IS-700b Introduction to the National Incident Management System , IS-703a NIMS Resource Management, IS-706 NIMS Intrastate Mutual Aid an Intro, IS-800c Nation Response Framework an Introduction, IS-841a NEMIS HMGP System Overview & Setup, IS-842.b NEMIS HMGP System Enter the HMGP Application, IS-843.a NEMIS HMGP System: Project Eligibility Determination, IS-844.a NEMIS HMGP System: Managing Project Tasks, IS-1002 FEMA Grants Portal Transparency at every step, IS-1004 The FEMA Site Inspection Process, IS-1006 Documenting Disaster Damage & Development project file, IS-1007 Detailed Damage Description & Dimensions, IS-1010 Emergency Protective Measures, IS-1018 Determination Memos & Appeals, IS-1020 Public Assistance Donated Resources, IS-2002 Intro to FEMA Operational Planning, IS-2200 Basic Emergency Operations Center Function.



Jose Arocha, Scheduler/Expeditor; Project Inspector
Email: Jarocha@dpando.com
SUMMARY: Jose has served with DP&O (and former Disaster Operation & Training, Inc.) since 2017 in several capacities- Utility Task Manager leading crews assigned to inventory and map damaged repaired power poles with equipment and providing daily progress and safety issues reports. He also performs Debris operations as field manager and Project Technical Specialist assisting with debris management plans, debris damage assessments, and maintaining field to office recovery data gathering. He is very hands on and has a large field presence and manages field operations including overseeing the Temporary Debris Management Site (TDMS) Monitoring being performed by field monitors, Debris Vehicle Certification to ensure all trucks are properly certified by DP&O's Mobile App TRKR™ ADMS System. He has participated in over 20 disasters with projects estimating over 5 million cubic yards and also utilizes DP&O's TRKR™ ADMS system assisting all monitors when needed and provides real-time supervision of monitor activities. He has assisted with client's insurance onsite damage inspections of buildings and facilities (interiors, exteriors and roofs) and has inventoried and mapped damaged storm drain systems.

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATES: IS-633 Debris Management Plan Development;



Fabiana Cova, Field Supervisor
Email: Fcova@dpando.com
SUMMARY: Fabiana has served with DP&O since 2017 in several capacities- Supervisor for disaster debris monitoring, recovery specialist for client field to office data gathering and records reconciliation. She has assisted with client's insurance onsite damage inspections of buildings and facilities (interiors, exteriors and roofs) and has inventoried and mapped damaged storm drain systems. She performs Debris Monitoring and Debris Damage Assessments -identifying all critical debris hazards and coordinating removal with debris removal contractors. She supervises debris field operations including Debris Management Site (DMS) Monitoring, load haul to disposal, and leaner hanger stump removal. She has participated in 5 disasters with projects estimating over 3 million cubic yards and utilizes DP&O's TRKR™ ADMS system assisting all monitors when needed.

CERTIFICATIONS
2024 HAZWOPER SITE SUPERVISOR CERTIFIED/ CPR & FIRST AID CERTIFIED
FEMA CERTIFICATES: TS-27 Local Volunteers and Donation Management; IS-633 Debris Management Plan Development; IS-632.A Introduction to Debris Operations



Adrian Gomez, GIS Analyst / IT Director
Email: adrian.gomez@dpando.com
SUMMARY: Adrian is DP&O's Software IT Director providing IT services and custom software development services and leads our development team. He provides support to a variety of industries and is an extremely gifted software developer with over ten years of experience in software architecture, enterprise mobility, IT infrastructure, cybersecurity, and IT management. Also Founder of Wide Evolution Systems Corp. Mr. Gomez is a Honeywell ISV Gold Partner and also a Honeywell developer.
EDUCATION AND PROFESSIONAL ASSOCIATIONS:
- University of Havana, Cuba Computer Science

GEORGE K. FOSTER, M.S., P.G, Environmental Specialist
Email: Gfoster@dpando.com
SUMMARY: 25+ years' experience as a PG for contamination assessments, contaminated debris removal and disposal and debris management site permitting and closure in Geology, Rock and Mineral Prospecting, Reserves Analysis, Drilling and Coring, Clay Mineralogy, Industrial Mineralogy, Portland Cement Chemistry, and Mine Permitting. , field oversight, construction inspecting, site planning and layouts, health and safety, sustainability analysis, geological analysis and mapping, statistical analysis, and risk based cleanup determinations.
EDUCATION AND PROFESSIONAL ASSOCIATIONS: MS in Geology, 1985, University of Florida. Master's research involved trace element analysis by x-ray fluorescence (XRF) of Portland cement and cement raw materials and a statistical analysis of the relationship between trace element concentrations and cement mortar strengths. Graduate BA in Geology, 1981, University of South Florida. Declared an honor student senior year (GPA 3.5/4.0). Member USF Rugby Club, 1980 season.

TAB 7: OPERATIONAL PLAN

OUR APPROACH IS TRIED AND TRUE - DP&O proposes **a three-phased approach to address the Scope** of Services used on many projects. The Team overall programmatic approach typically falls into three major phases: **PHASE I - Rapid Response/Client Meeting** (where we ramp up the program), **PHASE II - Long Term Recovery** and **PHASE III - Project Closeout**. The Training Program will be provided under separate cover as requested.

During each of these critical stages the Team provides unique approaches that benefit our clients. Although, dependent on the client needs, these stages may overlap for individual projects, but they remain a solid guide for efficient project execution. Our focus is on quick closeout of projects and to obtain timely reimbursement. We bring to the engagement Lessons-Learned from past engagements as additional value-added and continually balance our resources to ensure the most effective use of staff throughout the lifecycle of each project to produce the most cost-effective program for the City. **Key aspects that the DP&O Team provides in each phase are provided below.**

Phase I - Rapid Response/Client Meeting 0-60 Days	Phase II - Long-Term Recovery 60-120 Days	Phase III - Project Closeout 120-180 Days
• Pre-Event Coordination Planning, Training, Workshops, Exercises • Project Management, Key Staff, meet with the Client's Department. • Damage's Inventory review; Debris Damage Assessment; Estimated Quantities • Identify Special Debris • Emergency Road Clearance; coordination in monitoring. • Truck Certification and Equipment. • Safety plan and QAQC program. • Monitor Placement: Hire and Train Local Monitors if needed. • Monitor Placement, DMS Site staffing • Environmental Compliance • Emergency Issues • ADMS TRKR™ Debris Progress Mapping, Quantities, and other reports. • Other client recovery request/needs: • -Damages Inventory • Update Identification of FEMA Projects • Contracts & Internal Policy Review Mutual Aid Agreements (MAA), & Invoices Compliance • HMGP Identify opportunities • Initial Project Formulation, Damages descriptions and dimensions • PW Preparation- Small PW & Priority work	• Data Management • Data Entry • QAQC, Daily Reports, Meetings, Progress Maps • Contractor compliance invoice reconciliation • Final Disposal, Final Haul Out Completion • DMS Site Closures • FEMA PW & Debris Cost Documentation Submittals. • Continued FEMA and FHWA Program Support • PW Preparation Continued- PW scope and costing. • Project Prioritization, implementation, and timelines • Electronic Records database-Ongoing • Disaster Cost Reconciliation, as needed • Pre-Audit-FEMA submittals and records • Recovery Projects Monitoring & Environmental compliance • Timely reimbursement requests • Timely Progress Reporting	• Project Tracking • Reimbursement Coordination • Project Completion • Project Closeout • Grant Closeout • Audit support, defense if needed • Continued FEMA and FHWA Program Support • The Client Staff Training - as needed • Update Disaster/ Debris Plans as Needed

PHASE I - Rapid Response

This phase sets the foundation for the entire program. This "ramp up" period includes some key aspects of getting procedures established and beginning the critical steps to expedite recovery process. DP&O proposed to mobilize a rapid response team comprised of individuals who bring hands-on experience with each phase of the process and the variety of funding sources available and bring a thorough understanding of each of the key critical success factors.

DP&O Professional staff will leverage their experience & lessons learned while they adapt their proven approach into a customized program that addresses The Client specific needs. Not only does this streamline the process by limiting the number of individuals necessary to coordinate, it also provides a more cost-effective delivery.

DP&O takes an innovative approach to disaster response and recovery leveraging, existing communications tools and cloud-based technologies for more efficient communication, notification of and mobilization of resources before, during and after a disaster.

Project Understanding and On-Site Meeting: Upon contract award DP&O will schedule an On-Site meeting with the Client (meeting with department leads, key staff, engineering, facility managers, etc.). Our team brings experience with your financial, management and facilities staff so we are able to quickly integrate with no learning curve to discuss and plan a collective project vision to include the scope of work, tracking of costs, organizational structure and schedule expectations that will serve as a common bond, keeping team players together. More importantly our experienced staff will be able to assess your overall needs and impacts. A multi-discipline team of FEMA specialists, debris specialists, document control, engineers and funding specialists will be provided to make sure no damage or opportunity is missed. As important, is DP&O gaining an understanding of how you would want to recover and rebuild regardless of FEMA funding constraints. This will allow the DP&O team to provide early advice on how to structure and pursue projects for 404 Hazard Mitigation, USACE, NRCS, FHWA and CDBG funds.

Pre-event and Post-event Project Planning: DP&O will also focus on developing or updating the Client Debris Management plan including the Temporary Debris management site. This includes but is not limited to tabletop exercises with the Client and Debris Removal contractor prior to hurricane season.

Communications & Meetings: DP&O's Project Manager and Project Principle will establish avenues of communication with the Client's Representative and Debris Removal Contractor, at the contract award. Documentation of all communications will be in the form of published meeting minutes, monthly progress reports, and/or telephone conversation records. The success of this project will be contingent upon maintaining a continuous line of communication and understanding amongst the Project Team (including subcontractors) and Client's representatives.

Project Quality Control: The Disaster Debris Project Manager and President, hold the ultimate responsibility for quality control of the work performed by DP&O's Project Team and all debris removal contractors. Their final review and approval of all work products is the last step in a series of checks and balances that ensures refinement and review of the work as it progresses. As with any project, effective QA/QC starts with identification of project roles upon initiation, which is a key element to our standard QA/QC program.

Project Cost Control: At DP&O, cost control is a key facet of our success. We pride ourselves in our ability to complete projects within or below project budgets. We have a history of satisfied clients that have come to rely on our abilities to complete projects within an established budget. We can accomplish this by our established, computer-based, cost control system. All labor, other direct costs and subcontractor costs are input into the system via labor time sheets, expense reports and subcontractor invoices. Controlling costs begins with the initiation of each project at DP&O. At the beginning of a project, the Project Manager and Finance Director provides each member of the Project

Team with an agreed upon number of hours within which each task is expected to be completed. Daily project meetings provide each Project Manager with the required feedback to anticipate whether the expected labor expenditures will meet the project requirements.

Staff Augmentation: Based on the disaster event and severity, DP&O will mobilize the adequate number of project management and support staff. For this project we have a dedicated team which was presented in the organizational chart. We maintain 150 trained on call professional and monitoring staff ready to support the Client. We also maintain temporary staffing companies on contract who train annually with our group for debris removal operations and monitoring requirements.

Monitor Hiring & Training Plan: DP&O is dedicated to hiring locals to be trained for project debris monitoring positions prior to a disaster, DP&O will reach out to the local area through churches, unemployment offices, newspapers, to provide a monitoring opportunity before a disaster. Additionally, DP&O considers with working with recently laid off or retired individuals to be an added value of knowledge to the team. DP&O Participates with the E verify, and we carefully screen all our staff with background checks and ensure each monitor has a valid driver's license. DP&O maintains a drug free policy workplace and has had a 0 tolerance for drug use. DP&O has had zero workers comp claims as a result of our employee screening and safety plan training.

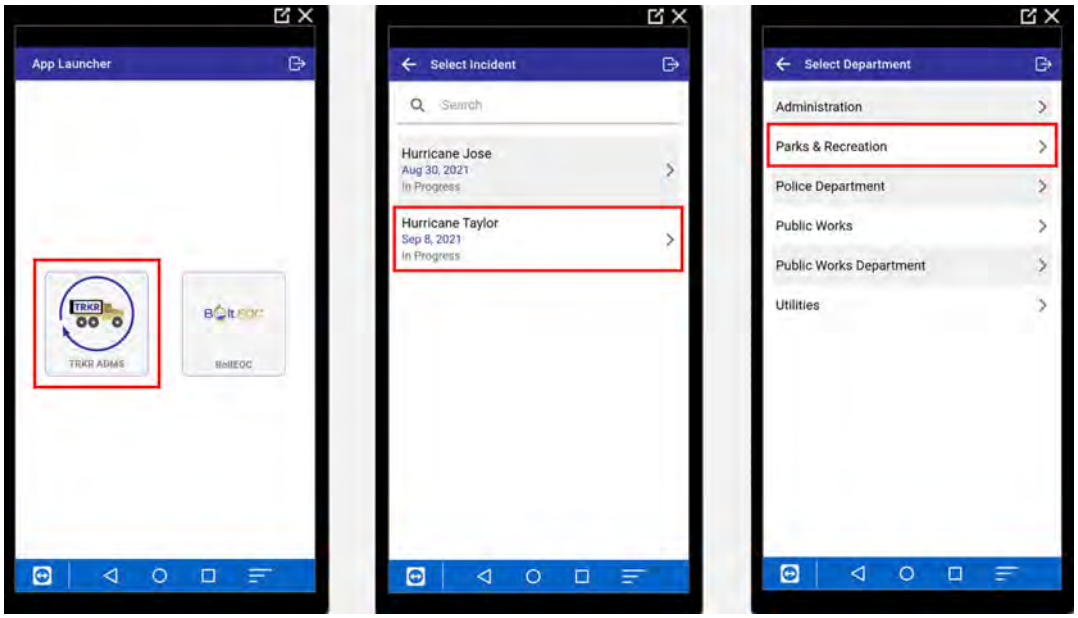
Monitor Training: DP&O has a comprehensive monitor training program which is updated annually as FEMA requirements for disaster debris removal change. DP&O performs annual disaster monitor training for all staff and every newly hired monitor a 4-hour training program and orientation session is conducted by one or more of our monitor supervisor trainings.

- FEMA Requirements for Pre-Disaster Asset Status & Inventory
- Internal Policies Review
- Procurement and Contracts
- Damage Assessments
- Emergency Repair Documentation
- Emergency Debris Removal
- Disaster Documentation and Submittals
- Multiple other Critical Items

Safety Plan: DP&O for all projects maintains a "Health and Safety Plan" and updates a daily/weekly Site Safety plan as needed by the project. DP&O project staff all participate each day in a Daily Site Safety Plan Briefing" which allows us to address critical and potential site safety hazards that could affect the onsite management and project staff work. DP&O's Site Safety Officer performs daily spot checks on all field staff to ensure they are maintaining and adhering to the safety protocol and wearing the mandated safety gears (Work boot, gloves, eye protection, safety fluorescent vests) and they are using the safety equipment (flags, stop /slow signs) if required by the project site conditions.

Initiation and Review of Damage Assessments: Assessment and justification of damages is often where funding opportunities are missed and our recovery project scope does not match per FEMA requirement. During DP&O's rapid response phase our team will focus on debris damage assessments, estimated quantities and critical areas. We will be identifying resources necessary to properly document da-mages and maintain validation to match recovery projects. As client needs, we have the Professional staff that assist with infrastructure damage assessments.

Disaster Debris Removal Damage Assessments & Identification of Critical Hazards: the most efficient Post Disaster Debris Removal operation begins with knowledge of the most critical areas, and location/identification and type of the most critical debris hazards which facilitates scheduling prompt removal or securing the area until removal. DP&O's TRKR™'s Damage Assessment module allows Homestead, the Debris Removal contractor and DP&O real time view in both the web and mobile based the mapped location with GPS, description and photo of debris damages and hazards.


App Launcher
TRKR ADMS
BoltEOC
Select Incident
Search
Hurricane Jose
Aug 30, 2021
In Progress
Hurricane Taylor
Sep 8, 2021
In Progress
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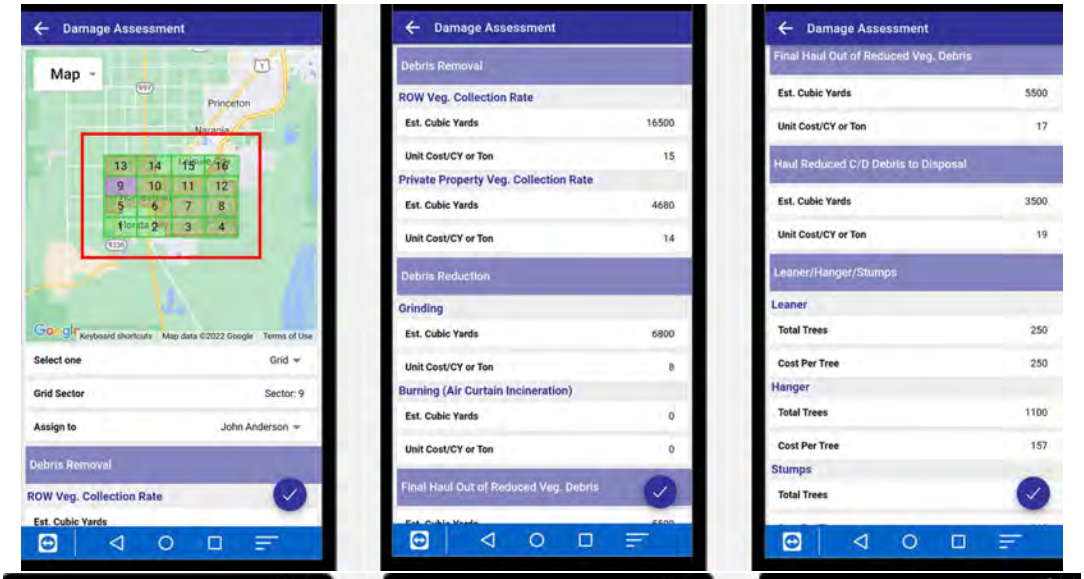
Parks & Recreation
Police Department
Public Works
Public Works Department
Utilities


Damage Assessment
Map
Princeton
Select one
Grid
Grid Sector
Sector: 9
Assign to
John Anderson
Debris Removal
ROW Veg. Collection Rate
Est. Cubic Yards
Damage Assessment
Debris Removal
ROW Veg. Collection Rate
Est. Cubic Yards
16500
Unit Cost/CY or Ton
15
Private Property Veg. Collection Rate
Est. Cubic Yards
4680
Unit Cost/CY or Ton
14
Debris Reduction
Grinding
Est. Cubic Yards
6800
Unit Cost/CY or Ton
8
Burning (Air Curtain Incineration)
Est. Cubic Yards
0
Unit Cost/CY or Ton
0
Final Haul Out of Reduced Veg. Debris
Damage Assessment
Final Haul Out of Reduced Veg. Debris
Est. Cubic Yards
5500
Unit Cost/CY or Ton
17
Haul Reduced C/D Debris to Disposal
Est. Cubic Yards
3500
Unit Cost/CY or Ton
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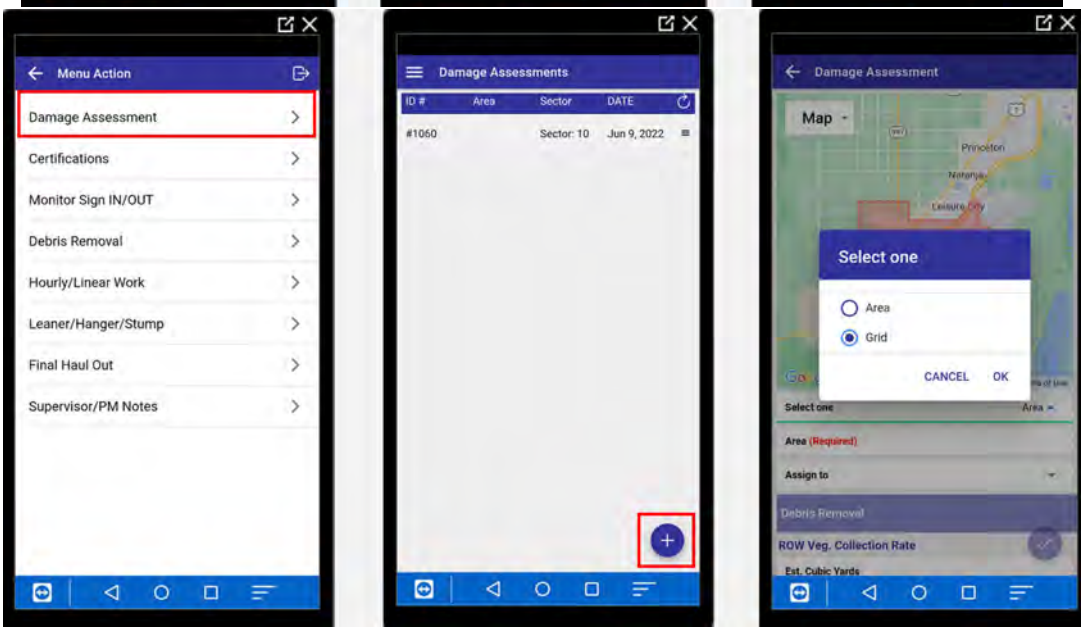
250
Hanger
Total Trees
1100
Cost Per Tree
157
Stumps
Total Trees


Menu Action
Damage Assessment
Certifications
Monitor Sign IN/OUT
Debris Removal
Hourly/Linear Work
Leaner/Hanger/Stump
Final Haul Out
Supervisor/PM Notes
Damage Assessments
ID #
Area
Sector
DATE
#1060
Sector: 10
Jun 9, 2022
Damage Assessment
Map
Princeton
Select one
Area
Grid
CANCEL
OK
Select one
Area
Area (Required)
Assign to
Debris Removal
ROW Veg. Collection Rate
Est. Cubic Yards

Debris Estimate and Methodology: DP&O leverages our TRKR™ for rapid accurate debris damage assessments both using windshield surveys, with mapping debris zones and visually quantifying debris (vegetative, c/d white goods, leaner. hangers,) using the TRKR™ mobile app form with photos.

Debris Estimating Army USACE: Additionally, we also plan ahead using USACE debris estimating model based on Residential household (population), Tree Canopy and Industrial density. Potential debris that could be generated and onsite damages to each of the MDC campus in the event of catastrophic Hurricane 4 or 5 which high winds could bring area disaster generated debris. Debris forecasting is crucial to determining the size of the response needed. In general, the following formula is used to estimate debris quantities:

Q = H x (C) x (V) x (B) x (S)

H (Households)	=	Population / 3 (3 persons per household)
C (Category of Storm) Factor	=	(See Below)
V (Vegetative Multiplier) Factor	=	(See Below)
B (Commercial Density Multiplier)	=	(See Below)
S (Precipitation Multiplier)	=	(See Below)

Hurricane Category	Value of "C" Factor
1	2 CY
2	8 CY
3	26 CY
4	50 CY
5	80 CY

Vegetative Cover	Value of "V" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

Commercial Density	Value of "B" Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

Precipitation	Value of "S" Multiplier
None to Light	1.0
Medium to Heavy	1.3

Residential Buildings

Client facilities the following formula and building blueprint dimensions will be used for estimating the quantity of debris from a demolished structures will be utilized in the event demolition of single-family residential buildings is required:

$$\frac{L \times W \times S \times 0.20 \times VCM}{27} = \text{cubic yards of debris (cy)}$$

Where:

L	=	Length of building in feet
W	=	Width of building in feet

S = Height of building expressed in stories

0.20 = **C**onstant to account for the "air space" in the building

27 = Conversion factor from cubic feet to cubic yards

VCM = Vegetative Cover Multiplier

The VCM is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

- **Light** (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- **Medium** (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- **Heavy** (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

The amount of personal property within an average flooded single-family home has been found to be 25-30 cy for homes without a basement and 45-50 cy for homes with a basement. Estimates of personal property volume assumes all residential properties without basements.

Outbuildings

In the event the Client owned or outreach facilities that are a threat to the community require demolition, the following formula will be used to estimate the debris:

$$\frac{L \times W \times H \times 0.33}{27} = \text{cubic yards of debris}$$

Where:

L = length of building in feet

W = width of building in feet

H = height of building expressed in feet

0.33 and **27** are constants as noted in 2 above

2.3.4 Vegetation

Vegetation is the most difficult to estimate due to the random sizes and shapes of trees and shrubbery. Based on historical events, U.S. Army Corps of Engineers (USACE) has established a few rules of thumb in forecasting and estimating vegetative debris.

- Treat debris piles as a cube, not a cone, when estimating
- 15 trees, 8 inches in diameter = 40 cy (average)
- One acre of debris, 3.33 yards high = 16,117 cy

Volume – Weight Conversion Factors

These factors to convert woody debris from cubic yards to tons are considered reasonable and were developed by USACE.

Softwoods .....6 cubic yards = 1 ton

Hardwoods.....4 cubic yards = 1 ton

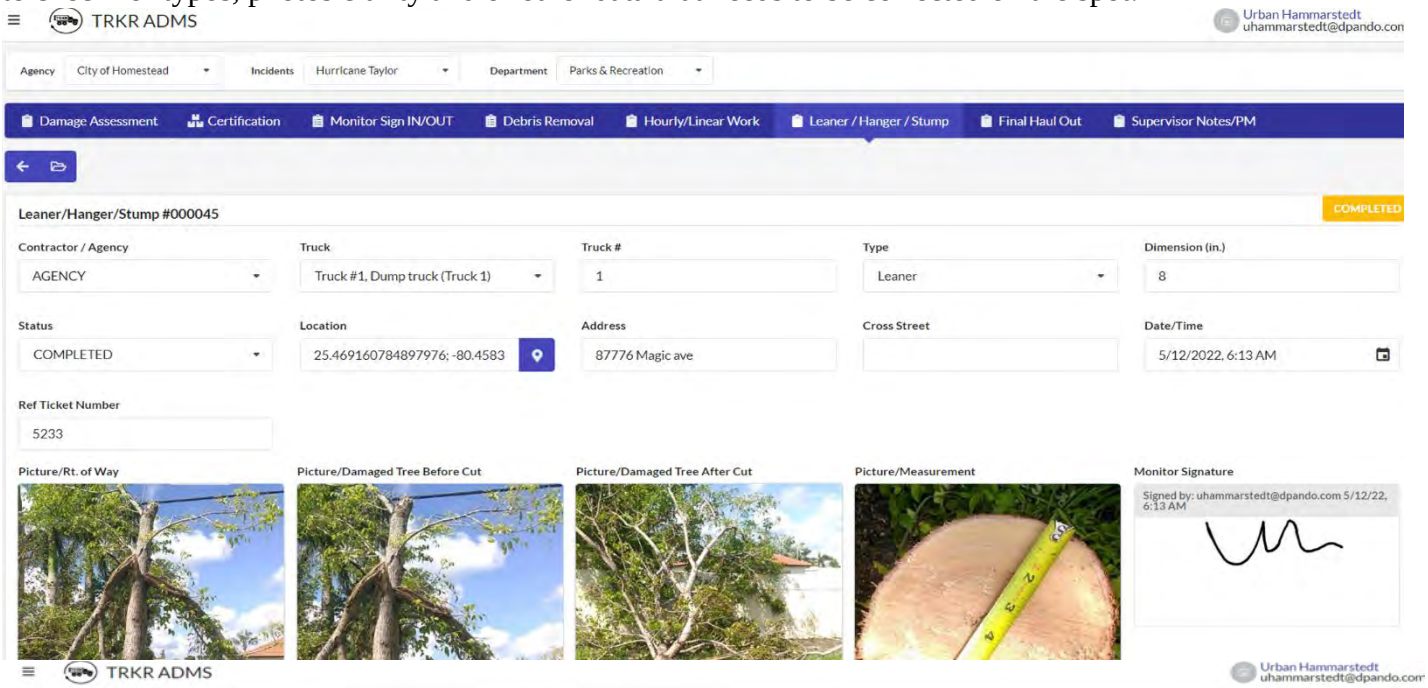
Mixed debris .....4 cubic yards = 1 ton

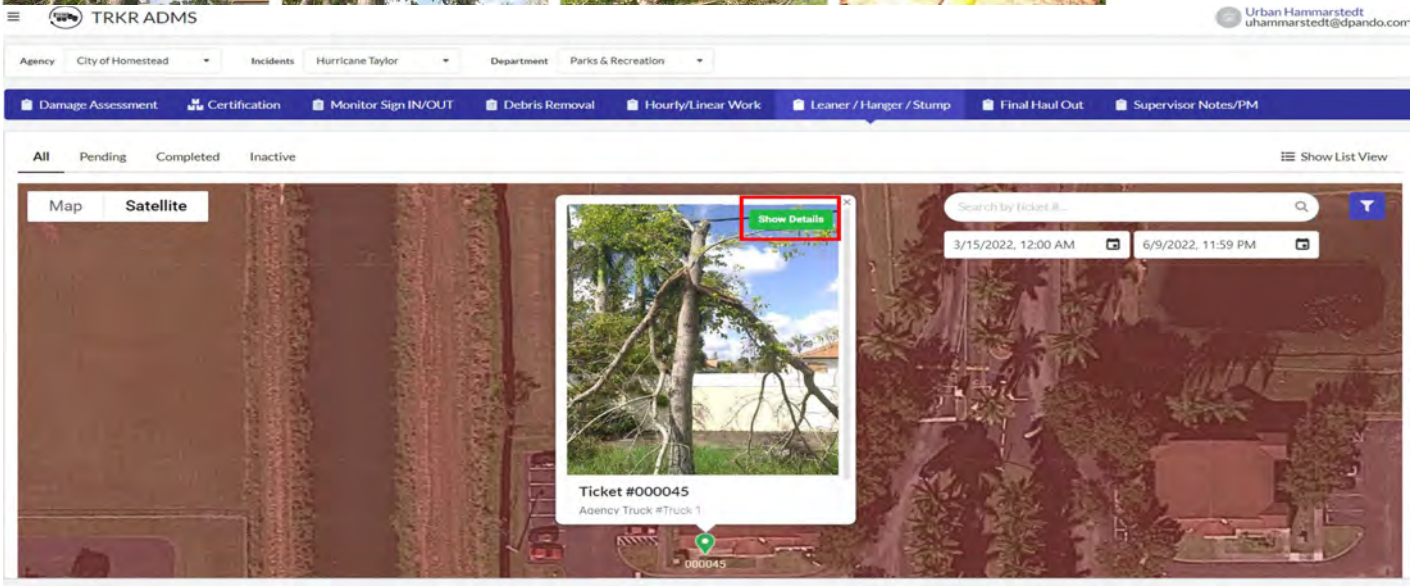
C&D.....2 cubic yards = 1 ton

Several truckloads will be tested to verify these conversion factors in the field. Certified Trucks should be well loaded, contain woody debris typical of that being removed, and truck capacities should be verified. Certified Trucks will only be utilized for Disaster debris hauling and will be certified by the Debris Project Manager, and / or Debris Removal Contractor(s), Debris Monitoring Contractor.

Tracking Documentation and Reimbursement: **From Day 1 Documentation is critical.** DP&O will utilize our **TRKR™** Automated Debris Management System (ADMS) to auto generate e-tickets, prepare detail load ticket input, track quantities, locations with mapping for all debris operations. (ROW to DMS, ROW to Disposal, Leaner/Hanger/Stumps, and other debris hazards) including certifying all equipment used. In the event manual tickets are requested by the client, DP&O will also provide a data entry/data manager to load tickets to track and document the removal and management of all Eligible Debris. DP&O ensures that all load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. In the event the client or debris removal contractor request ticket copies we have portable printers stationed at the DMS site to print tickets. Additionally, any other type of manual ticket (Debris Removal, Disposal Voucher number) is logged via TRKR™ as an alternate ticket number and photocopied with the corresponding load ticket. All Disposal tickets are also maintained in TRKR™ with the corresponding load ticket. DP&O will provide client access user log ins to TRKR™ to view Debris Operations or documents at any time.

Ongoing QAQC of Filed Data being collected: DP&O prides ourselves with flawless debris removal data and documentation and our QAQC team assigned to each client reviews daily the monitor debris data being collected to check for typos, photos clarity and or other data that needs to be corrected on the spot.





DATA MANAGEMENT AND DOCUMENTATION

DP&O shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the requirements of any applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications and establishment of a Quality Assurance and Quality Control (QA/QC) program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable federal, state or local program.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the Public Works Director or client rep.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Using TRKR ADMS will prepare mapping with GPS and color codes of each and all Debris removal locations, pending, in progress and completed.
10. Organize, maintain and provide the Client electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Client upon completion of the project.
11. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state, or local agencies.

Document Management System: The DP&O Team's brings exceptional capabilities in document management that **aligns with the reimbursement process for multiple funding agencies** and is setup to make the closeout and auditing process seamless. DP&O understands integrating the required document control systems for closeout and audit early with the Client to minimizing any funding de-obligations in the long-term. (More detail on this system is provided in the auditing section of this proposal). The development of proper document retention procedures and cross-training of the Client's staff will allow the Client to respond and be audit ready for any State or Federal audits long after closeout is done.

Applications/Participation in FEMA accelerated Pilot debris program/ Application and Documentation of Time Extensions: We anticipate the Cities participation in the FEMA accelerated Pilot debris program for debris removal. We are committed to efficient coordination and mobilization with the debris removal contractor to accommodate and maintain compliance per FEMA's Accelerated Debris removal deadline dates. Emergency Work (Categories A& B) time limits are six months to COMPLETE work, with a possible six-month extension granted by the State upon written request and justification. Permanent work time limits are 18 months, with up to 30 months with possible extensions granted by the State. Our goal is to identify any extension requests as quickly as possible and submit those in writing to the State and FEMA to ensure they are processed BEFORE the time limit has expired. FEMA may deem certain projects ineligible if these time limit extensions are not approved per the PA Implementation Timeline.

Monitoring Approach/Procedures:

DP&O has the capability to deploy debris monitors within 24 hours from notice-to-proceed. When additional debris monitoring personnel are needed to meet requirements of the contract, DP&O shall increase the number of debris monitors as needed.

DEBRIS MONITORING OPERATIONS

DP&O shall coordinate with the Client to schedule debris removal monitoring and contractor operations. DP&O shall provide a Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the Client. The Project Manager shall assign Field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data entry operations and documentation process. The Project Manager's duties include but are not limited to the following:

A. DP&O Project Manager shall ensure enough trained debris monitors are available to monitor the "first push" (cut & toss) operations.
B. DP&O Project Manager shall ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
C. DP&O Project Manager shall provide tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
D. DP&O Project Manager shall provide tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
E. DP&O Project Manager shall provide data entry and document processing personnel if applicable.
F. DP&O Project Manager shall conduct safety meetings with field staff, as necessary.
G. DP&O Project Manager shall respond to and document issues regarding complaints, damages, accidents, or incidents involving DP&O or Contractor personnel and ensure that they are fully documented and reported.
H. DP&O Project Manager shall coordinate daily briefings with the Client and the debris removal contractor(s), daily status reports of work process and staffing.
I. DP&O Project Manager shall ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
J. DP&O Project Manager shall review and reconcile debris removal contractor invoices submitted to the Client.
K. DP&O Project Manager shall prepare interim operations and status reports, and final report, as directed by the Client.

FIELD MONITORING

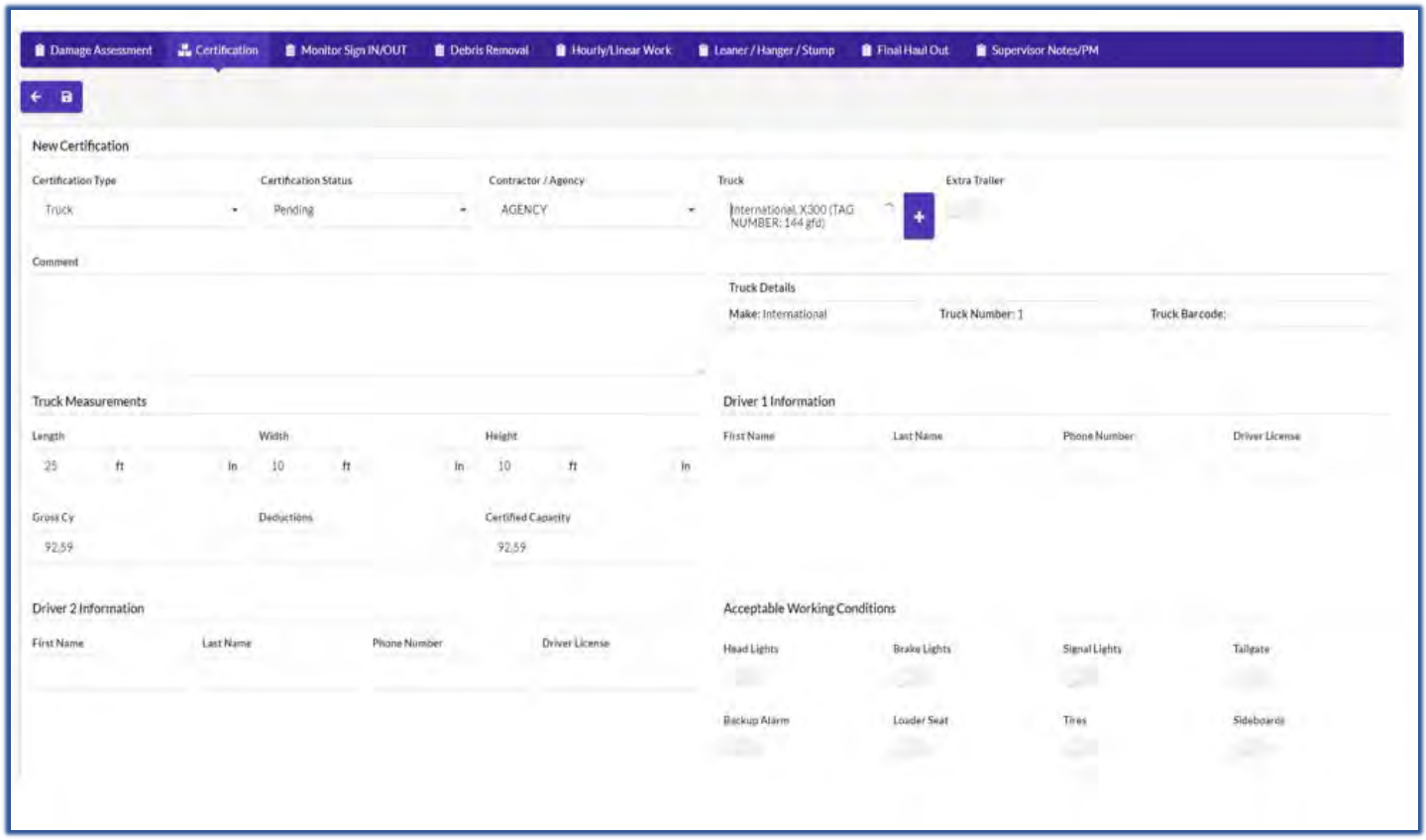
DP&O shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

A. Truck certification and documentation of all vehicles used in the debris removal activities.
B. Quality assurance/quality control (QA/QC) of truck certification measurements throughout life of project.
C. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, As Directed by the Client – First Push (Cut & Toss) and First Pass.
D. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways, As Directed by the Client.
E. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the Client.
F. Disposal Site/Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.

G. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
H. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
I. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
J. Document and report activities to the Client which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
K. Document and report to the Client damages which occur on public or private property as a result of the debris removal operations.
L. Document and report to the Client any violations of Department of Environmental Protection's (DEP) debris site conditions.
M. If DEP debris site conditions are violated DP&O shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

DP&O's Truck/ Equipment Certification: DP&O will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines and maintain both a manual and digital copy and TRKR™. Each certified truck will be issued a barcode that will facilitate easy truck identification for each monitor at collection site, DMS and or disposal site. The barcode ensures the complete tracking of each truck's time and date and GPS location of load collection, time, and date at DMS site or Disposal site drop off and ensures all trucks are working in compliance with the state, federal and local regulations. Utilizing TRKR™ ensure that no vehicle will perform any debris removal unless certified before beginning work. A certification sheet with measurements, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. TRKR™ maintain a list of all certified vehicles, all force equipment, including phots of each certified vehicle and flags any vehicles that are down. TRKR™ provides a checklist and ensure that each certified vehicles have all working safety features. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Placards with barcoding identifying load measurements will be provided by the contractor. All Debris Removal equipment shall be certified and accounted for prior to any debris removal task. All debris load/ hauling vehicles will be measured and certified for cubic yard (CY) capacity prior to assignment for debris removal. DP&O will complete a certification of each vehicle using DP&O certification forms and documents to accurately record the cubic yard volume.

DP&O's vehicle certifications form has the following information on Electronic TRKR™ form:



Below is an example of DP&O's TRKR™ADMS truck certification.





Truck No. 704489	Truck No. 704499
Tag No.: SFM409	Tag No.: SFM409
Type of Vehicle: Self-Loader	Type of Vehicle: Self-Loader
Certified Cubic Yards: 72	Certified Cubic Yards: 72
Designated Operator: Handy Man	Designated Driver: Carlos Santana
Date Certified: 10/22/2016	Date Certified: 11/03/2016
Unique Characteristics: Green Cab, Chassis, Truck Manufacturer, Driver Name	Unique Characteristics: Red Cab, Chassis, Truck Manufacturer, Driver Name
Certification Team: Randy Knowitall	Certification Team: Ferrari Gonzales

DP&O Truck Certification forms and procedures comply with applicable guidelines (FEMA, etc.) as follows:

- Length, width and depth, or height of the bed area. Any height extension also will be noted. Also, a notation will be made if the vehicle has or does not have a tailgate.
- The "as measured" gross volume in cubic yards.
- Reduction from the gross volume for such things as wheel wells, doghouses, etc. that reduce volume areas in cubic yards to obtain the Net Volume in cubic yards. This net volume will be placed on the placard along with a unique assigned truck/crew number and the name of the Debris Contractor (not subcontractor or owner).
- Vehicle tag or registration number of the vehicle and state of issue.
- Vehicle manufacturers make and Vehicle Identification Number (VIN).
- Owner name.
- Driver of the vehicle name (printed) and signature, driver's license number and expiration date of the driver and state of issue.
- A review of the vehicle insurance carried in the vehicle and that it matches the VIN.
- DP&O employee performing the certification name (printed) and signature.
- Date of certification.
- Photos and BAR Code scanned.

TRKR™ Truck Certification system has the capability to record truck and trailer certification data as verified above Truck certification information diagrams. TRKR™ per RFP Truck Certification requirements includes the following:

- A means of electronically registering authorized debris Consultant vehicles and equipment
- Link electronic registration to digital images
- Identify mission and respective Client
- Generate unique ID's for contractor vehicles and equipment
- Utilize uniform measurements e.g., feet and inches
- Capture vehicle volume
- Utilize industry standard equations for all volume calculations
- Capture drivers and certification team member unique identification number
- A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
- Must depict image and other identifying data +
- Must contain counter area for total cubic yards hauled
- Must employ anti-tampering mechanism
- Capability to recertify vehicles
- Recertified vehicles must be recorded in an audit table
- Certification data must be associated to authorized system user
- Reject media which are not associated with current event and applicant
- Capture vehicle audit records
- Create a printed certification record
- Administrative reporting capabilities

In addition to certifying the vehicle with forms**, photographs shall be taken of each vehicle** showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs shall be retained by the Contractor on behalf of the Client. Original certifications retained by the Contractor on behalf of the Client shall be turned over to the Client upon completion of the project. Additional copies shall be provided to the debris removal. DP&O's documentation and truck certification process is FEMA approved.

Each Certified truck & equipment will be given a "BAR CODE" to facilitate easy truck identification at load or DMs/Disposal site and for tracking each load time, status, and completion. Adhesive placards are affixed to each certified vehicle that provide name of Debris Contractor, the unique vehicle number such as "DT101," etc. and the certified net volume in cubic yards. These placards are adhesive and cannot be removed and affixed to another vehicle. These placards are able to be photographed by the Debris Management Site Monitors/Tower Monitors as well as by the DP&O Automated Debris Management System (ADMS) when a barcode is added to the placard.

Based on the storm generated debris amounts and the required crews/trucks, **several truck certification teams** should be assigned to eliminate lines of trucks causing traffic hazards and allow the Debris Removal Contractor to commence debris removal quickly and effectively. The majority of the vehicles presented to DP&O for certification will be certified and placard applied at the time of certification and the vehicle released for assignment at that time. DP&O has very little delay in its vehicle certification process as time is of the essence to begin debris removal.

PREPAREDNESS, TRAINING, PLANNING, AND EXERCISES

DP&O will provide the client staff department training to include the following but not limited to:

A. Assist in disaster recovery plan development.
B. Provide training, participate in exercises, review, and assist with debris plan updates, and visit with Client staff to be assigned to debris management activities during the coming year.
C. Provide training sessions for key Client personnel participating in exercises, and liaison to Client EOC during activations.
D. Participate as liaison in Client EOC during activation.
E. Attend and participate in several planning and training meetings, including one annual exercise. The annual exercise shall not conclude until the Client Contract Manager has deemed the debris management plan is actionable.
F. Assist the Client in preparing Federal and State reports and applications for reimbursement, including pre incident or event training agency/department employees.
G. May be requested by the Client to provide technical expertise and guidance to support the Client during the emergency recovery effort including, but not limited to, preparedness, as well as assisting in emergency debris recovery planning efforts such as disaster recovery plan development, identification of adequate resources, training, exercises, and liaison to Client Emergency Operations Center (EOC).
H. Shall be responsible to build out a monitoring plan in conjunction with the management plan and overall Client plan, with regards to debris.

PROJECT DIRECTOR:

Provides Direction and Strategy of all Project Tasks and additional client requests. Provides leadership direction, interface and communications with any Subject Matter Experts and Trouble shoots Site Operations / obstacles and FEMA PA Negotiations, Guides Project Management with all aspects of Project and Field Operations to ensure the best time and cost-effective strategies are implemented and support resources available.

PROJECT MANAGER:

Provides Logistics to ensure the most time and cost-efficient procedures and processes are maintained. Monitor activities of the field staff to ensure ongoing compliance with applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies. Ensure all costs are per FEMA Debris Management guidelines as well as the FEMA Public Assistance Program Guidelines; inform Client and Staff of any updates. Perform FEMA Contract Compliance and invoicing per contracts line items. Assess /Review changes in Debris Operations. Review daily progress reports; Prepare if needed any Reports for Manager and finance Director.

PM performs Selection, hiring, training, and deploying data entry, administrative staff, and QA/QC reconciliation staff. DP&O is committed to hiring from the local talent pool on every contract. PM will prepare Operational Reports & Record Documentation.
The DP&O Project Management team will prepare and submit operational reports to the Applicant representative(s) throughout the duration of the operation. Daily reports shall document activities and progress from the previous day.

Project management and administrative responsibilities include but are not limited to:

A. Available twenty-four (24) hours per day, 7 days a week, or as required by the CITY, or Authorized representative
B. Coordinating daily briefings, work progress, volumes of each debris category collected, staffing, and other key items with the CITY, or Authorized Representative, and debris removal contractor(s)
C. Projected debris remaining
D. Completion schedule
E. Cost information
F. Projected cost-to-complete
G. Cost analysis (Cost per yard/ton, proportion administrative vs. field, etc.)
H. Submit report detailing geographic areas where debris has been removed and the “pass” associated with work on a daily basis.
I. Scheduling work with all team members and contractors on a daily basis.
J. Hiring, scheduling, and managing field staff.
K. Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
L. Assisting the CITY with responding to public concerns and comments.
M. Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in current FEMA Public Assistance (PA) Program and Policy Guide.
N. Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
O. Damage Claims Report and confirmation of CONTRACTOR’S progress in closing out claims
P. Truck Certification
Q. Randomly spot check debris contractor trucks to verify truck measurements match truck placard and truck certification form. A report of random spot checks shall be provided to the CITY or Authorized Representative every evening.

OPERATIONS MANAGER:

Oversight and supervision of field activity. Coordination of daily briefings, reporting of work progress, staff assignments and other key items requested by the Applicant.

- TRKR™ ADMS Operations: QAQC web and mobile app interface of TRKR™ Debris Removal tickets and photos load ticket and data collection.
- Scheduling monitoring resources and deployment timing.
- Keeping Communication with Client & Project Management personnel**.**
- Making suggestions to improve the efficiency of collection and removal of debris.
- Coordinating daily activities and future planning.
- Remain in contact with debris management/dispatch center or supervisor. Resolving any issues obstacles, safety concerns and conflicts if any arise between contractor, and monitor team.
- DP&O will be identifying, addressing, and troubleshooting any questions or problems that could impact work area safety and eligibility.
- Compiling operational reports; and -Ensuring daily Debris Progress reports and mapping are provided to client and Debris removal contractor team;
- Perform Site Inspections of Debris Removal operations and DMS sites.
- Trouble shoot delays at landfill if any occur.

Accurately measuring load hauling compartments and accurately computing volume Capacity in cubic yards; documenting and record measurements and computations

FIELD SUPERVISOR (SUPERVISING MONITORS):

Assist in setting-up and manning the TDSRS. Help train the Site, Tower and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a Client wide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private, that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage. DP&O will provide FEMA program-trained Lead supervising monitors to coordinate actions of field debris monitors, and duties are as follows:

A. Overseeing and supervising loading site and disposal site debris monitoring activities
B. Scheduling debris monitoring resources and deployment timing
C. Communicating and coordinating with CITY personnel
D. Providing suggestions to improve the efficiency of collection and removal of debris
E. Coordinating daily activities and future planning
F. Remaining in contact with CITY, or Authorized Representative
G. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
H. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
I. Documenting and recording measurements and computations
J. Documenting truck hauling compartment condition using digital photographs
K. Preparing a master log book of all hauling equipment used by the CITY debris removal contractor
L. compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by debris removal contractor
M. Truck Certification

DP&O DEBRIS LOADING SITE MONITORS:

DP&O's debris loading site monitors perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract requirements and initiate debris removal documentation utilizing load tickets. Services shall include, but are not limited to:

A. Monitor collection activity of trucks
B. Issue load tickets at loading site for each load
C. Check work area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
D. Notifying Field Supervisor immediately of unsafe work conditions
E. Notifying Filed Supervisor immediately of ADMS malfunction
F. Notifying Field Supervisor immediately of paper load ticket issues
G. Ensuring that Freon-containing appliances are sorted and ready for Freon removal onsite or separating transport for Freon removal before final disposal
H. 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
I. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
J. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
K. Properly monitoring and recording performance and productivity of debris removal crew
L. Remaining in regular contact with Field Supervisor
M. Ensuring that loads are contained properly before leaving the loading area
N. Ensuring that only eligible debris is collected for loading and hauling
O. Ensuring that only debris from approved public areas is loaded for removal
P. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

DEBRIS MANAGEMENT SITE (DMS/TOWER) MONITORING:

DP&O shall provide the following services related to the debris management site;

- Be capable of conducting pre- and post-use environmental monitoring of the DMS locations to detect environmental contamination of the DMS, either present before use or after closeout of DMS operations, if requested by the Client.
- Ensure that DMS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- Provide DMS monitors to observe debris unloading operations at the Client's designated DMS(s). A minimum of two DMS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the DMS to assure efficient traffic flow and proper handling of load tickets.
- Observe vehicles entering and exiting the DMS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.) DMS monitors are expected to provide volume determination consistent with FEMA.
- Conduct field quality inspections to check and verify information on debris removal and at DMS located throughout the Client.

.Conduct other DMS monitoring tasks such as:

- Coordinating with local, state, and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to observe the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Measure all Client collection equipment and properly complete a truck certification form.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left DMS and locking down facilities.

Debris Site Management Monitoring tasks include but not limited to:

- Monitoring type of waste prior to entering debris management site;
- Disposal Site / Tower Monitors will estimate the volume of loads on percentage basis of debris collection vehicles and update the Load Ticket with the required information documenting the load;
- Ensuring safety and security of debris management site;
- Document and report activities to the Client which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns;
- Document and report to the Client any violations of the Department of Environmental Protection's (DEP) debris site conditions. If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the Debris Removal Contractor.
- Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
- Certify completeness of all load tickets that enter into a disposal site;
- Exit Site Monitors shall ensure all outbound trucks & trailers are fully discharged of load prior to exit.

DEBRIS TOWER/SITE MONITORS:

DP&O will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services shall include, but are not limited to:

a. Accurately measure load hauling compartments and compute volume capacity in CY for all contractor trucks and trailers prior to commencement of hauling operations.
b. Document measurements and computations – complete log of contract hauler's cubic yardage and other record keeping as required on the load ticket.
c. Initial each load ticket before admitting trucks to proceed from the check-in area to the tipping area.
d. Contact with debris management/dispatch center or supervisor.
e. Performing other duties as assigned by the dispatch/staging operation, Project Manager, or designated debris management personnel.

CLERICAL / DATA ENTRY SUPERVISOR:

DP&O will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services shall include, but are not limited to:

a. Supervising the preparation of detailed estimates and submitting them to City personnel.
b. Implementing and maintaining and electronic disaster debris data management system linking the load ticket and debris management site information. Reconciliation of data and photographic documentation
b. processes.
c. Provide daily, weekly, or other periodic reports in an electronic format for City personnel noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

CLERICAL STAFF/DATA ENTRY CLERK:

DP&O will provide clerical staff/data entry clerk(s) as required to enter load tickets information into the contractor's information management system and respond to specific directions from data entry supervisor.

GIS TECHNICIAN:

DP&O will provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the CITY, or Authorized Representative.

CALL CENTER / CITIZEN HOTLINE SERVICES:

DP&O shall establish a call center in the City of St. Cloud that coordinates with the CITY Citizen Information Center (CIC) with calls from the general public regarding debris removal. The general public will be given the CIC phone number utilizing the existing media network established by the CITY. The CIC will transfer debris questions to DP&O's call center. DP&O shall staff the call center according to the daily call volume. DP&O shall submit a daily log of calls transferred from the CIC to the call center daily.

A. Calls shall be prioritized and categorized as being either urgent, routine, or inquiry, and placed within a tracking system that shall be updated on a daily basis to better coordinate required actions.

B. All calls shall be returned, and follow-up calls shall be made to each caller until a resolution has been communicated and documented.

1. Urgent calls: Initial follow-up calls shall be made by the appropriate personnel within two (2) hours. Follow-up calls shall be made every morning and evening by the appropriate personnel until the issue is resolved.
2. Routine calls: Initial follow-up calls shall be made by the appropriate personnel within eight (8) hours. Follow-up calls will be made once a day by call center personnel until the issue is resolved. DP&O shall provide the CITY with a report of all incoming calls resolved and unresolved daily.
3. Inquiry calls: All inquiry calls shall be coordinated with the CITY Public Information Officer for appropriate action. All responses shall be approved by the CITY prior to the release of any information.

DP&O shall provide a liaison to work in the CIC. The liaison will coordinate with the CITY CIC and DP&O call center.

Operational Reports and Record Documentation:

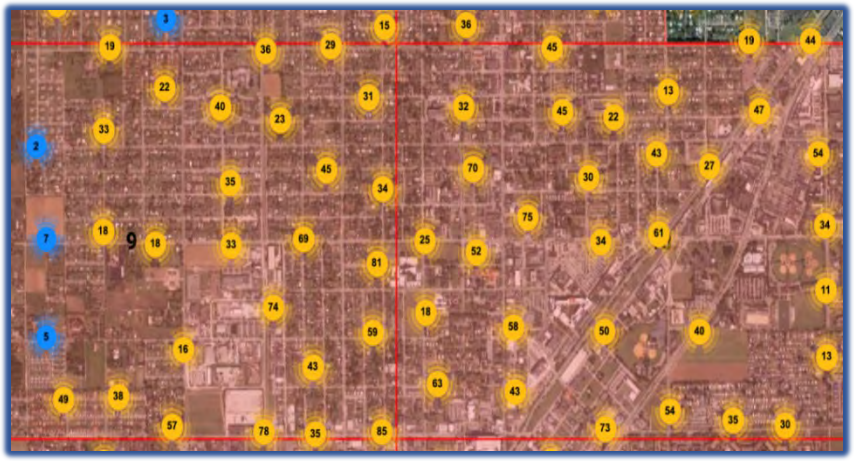
DP&O will prepare and submit operational reports throughout the duration of the debris removal operations.

DP&O's daily reports shall document the debris removal Each daily report submitted will contain the following minimum information:

- Contractor Name
- Contract Number
- Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested.
- GIS mapping data updates and digitized reports
- All GIS layers required will be provided to the Contractor by the Client Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS Data must be in an ESRI ArcGIS Desktop ArcMap 10.3 format or higher version.
- Data exports should be at least monthly and utilize Microsoft© Excel® or other formats acceptable to Client.
- Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or Adobe© PDF® file format.

DP&O will review and validate debris removal contractor(s) invoices prior to submission to the Client for processing.

PROJECT MAPPING: TRKR™ provides real time Mapping to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. DP&O will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.



Upon project award DP&O will download appropriate Client zone maps which will define the correct boundaries to ensure all debris being removed falls within the preview of the Client so reimbursement in its entirety can be obtained.

DP&O shall carefully document debris removal activities as well as hazardous trees and hazardous limbs using **TRKR™ ADMS** DP&O will work closely with the Owner to identify and approve removal of those critical debris hazards and DP&O will perform all documentation per strict FEMA requirements for **Hazard Trees (Leaners) and Hazard Limbs (Hangers),** to ensure that debris removal is eligible for federal funding.

Hangers/Leaners: TRKR™ DP&O will validate that hazard limbs greater than 2 inches, and hazard trees measured including photos will be obtained for Leaners and hangers. The monitoring process to be used by DP&O for the Client that includes both the ADMS and manual Load Ticket preparation if necessary.

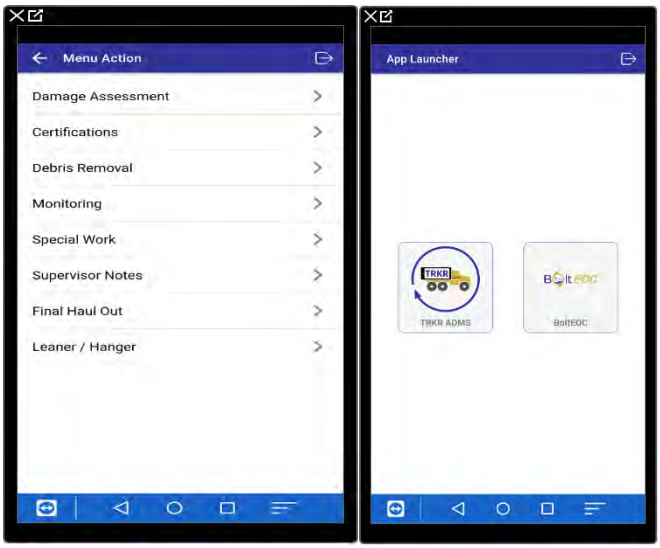
DP&O fully trains the field staff on the requirements associated with their position, the requirements of debris removal and the need for proper documentation in accordance with the DP&O monitor forms and tickets that comply with FEMA and FHWA requirements**.**

DP&O's TRKR™ ADMS System includes the following key features:

TRKR™ allows the client and DP&O staff to review all debris operations real-time. auto populates ticket ledgers, has built in analytics for automated debris data reconciliation and continues to function maintaining data without internet downloading data when Monitor reaches internet signals.

TRKR™ is user friendly, tracks Monitor location and prompts Monitors to perform functions including required photos and measurements. **TRKR™ Has the following key features for easy Debris removal and monitor tracking,** records assimilation, and database storage:

- Weatherproof and shock resistant Handheld Unit (HHU): DP&O TRKR™ exists on the AT&T Android First Net responder cell phones.
- Standalone power source
- Integrated GPS capabilities
- High Quality print paper and ink to sustain harsh environment and not deteriorate over time
- Back-up equipment available for on-site rapid distribution if necessary
- Capable of sharing database records with contractors, sub-contractors, the Client, and others via the internet.
- System is password protected, role-based access controls and has viewing, printing, and editing capabilities. Each user must have permissions
- Each manager will have a unique ID code
- HHU will extract information recorded
- Retains a running total of quantity and type of debris hauled by each particular vehicle
- Maintains all data and records per FEMA requirements.
- Populates the FEMA Debris removal Project worksheet templates.
- **Collects data without internet connection.**
- **Includes durable portable printers for printing of load tickets if necessary.**



- Tracks Emergency Road Clearing Costs (Category B)
- Tracks ALL Category A Debris Removal Costs
- Tracks, automates and links all photos
- Automates ticket ledgers, quantities with all ticket information.
- Tracks and automates DMS operations and photos.
- Disposal – Tracks disposal tickets and reconciles with Loads hauled to disposal facility.

DP&O TRKR™ database shall also include all information on debris removal including, but not limited to:

- **load ticket, DMS & Disposal information (with Photos)**
- **vehicle certification with photos and bar code data; trucks not operating/ down.**
- **leaner, hanger, stump removal information**
- **Ticket Data information with Photos.**
- **Ticket status (in progress, completed, pending)**

Project Quality Control

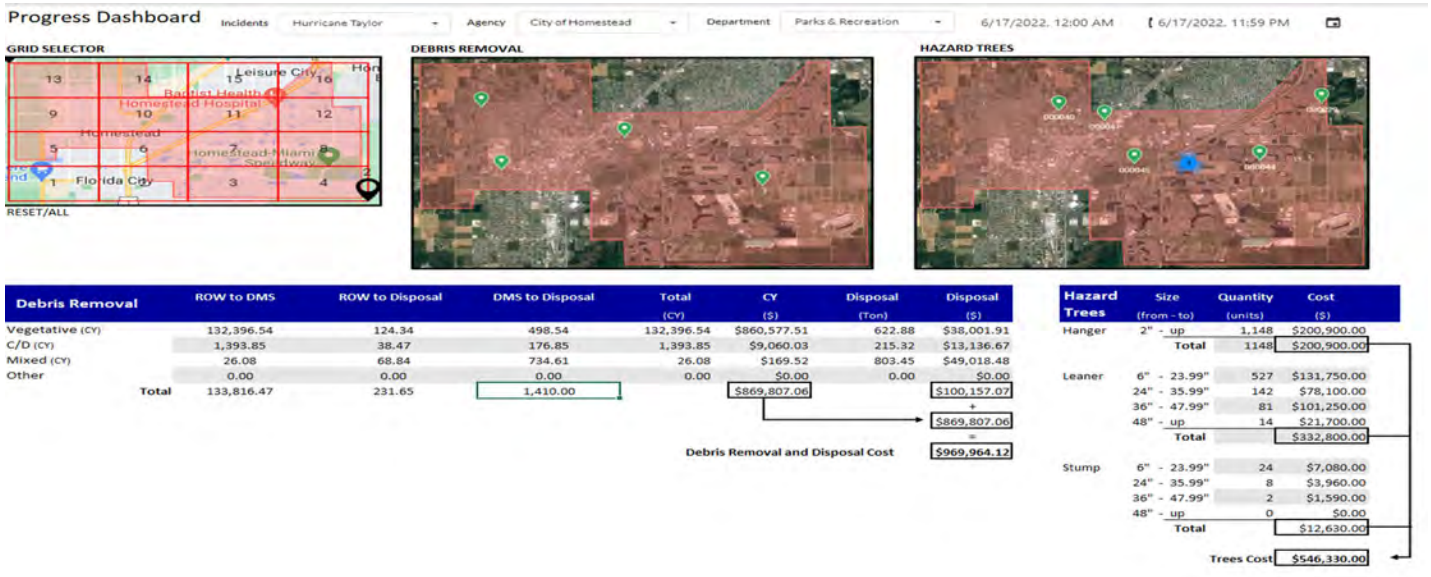
The Disaster Debris Project Manager and Director, hold the ultimate responsibility for quality control of the work performed by DP&O's Project Team and all debris removal contractors. Their final review and approval of all work products is the last step in a series of checks and balances that ensures refinement and review of the work as it progresses. As with any project, effective QA/QC starts with identification of project roles upon initiation, which is a key element to our standard QA/QC program.

Project Cost Control/Project Management

At DP&O, cost control is a key facet of our success. We pride ourselves in our ability to complete projects within or below project budgets. We have a history of satisfied clients that have come to rely on our abilities to complete projects within an established budget. We can accomplish this by our established, computer-based, cost control system. All labor, other direct costs and subcontractor costs are input into the system via labor time sheets, expense reports and subcontractor invoices. Controlling costs begins with the initiation of each project at DP&O. At the beginning of a project, the Project Manager and Finance Director provide each member of the Project Team with an agreed upon number of hours within which each task is expected to be completed. Daily project meetings provide each Project Manager with the required feedback to anticipate whether the expected labor expenditures will meet the project requirements.

Tracking and Controlling project issues is maintained and monitored using Recovery EOC TRKRs daily project cost tracking system which provides daily project cost summaries and graphs. Additionally, Issues are tracked via supervisor notes and input as Tasks Pending, Completed or In progress.

Debris Removal Progress and Costs Tracking: Throughout the Entire Debris Removal Operations to completion Homestead, Contractor and DP&O can see the Project costs to date, and Debris Progress per Debris Zones, and Client wide, completed and In progress, including Debris quantities, Hazard Limbs and Trees removed totals and other Critical Debris Removal data. This ensures Integrity of the data being collected and allows each of our clients to observe the entire debris removal progress and costs as the project progresses through completion.



Debris Removal	ROW to DMS	ROW to Disposal	DMS to Disposal	Total (CY)	CY ($)	Disposal (Ton)	Disposal ($)
Vegetative (CY)	132,396.54	124.34	498.54	132,396.54	$860,577.51	622.88	$38,001.91
C/D (CY)	1,393.85	38.47	176.85	1,393.85	$9,060.03	215.32	$13,136.67
Mixed (CY)	26.08	68.84	734.61	26.08	$169.52	803.45	$49,018.48
Other	0.00	0.00	0.00	0.00	$0.00	0.00	$0.00
Total	133,816.47	231.65	1,410.00		$869,807.06		$100,157.07
							+
							$869,807.06
							=
					Debris Removal and Disposal Cost		$969,964.12

Hazard Trees	Size (from - to)	Quantity (units)	Cost ($)
Hanger	2" - up	1,148	$200,900.00
	Total	1148	$200,900.00
Leaner	6" - 23.99"	527	$131,750.00
	24" - 35.99"	142	$78,100.00
	36" - 47.99"	81	$101,250.00
	48" - up	14	$21,700.00
	Total		$332,800.00
Stump	6" - 23.99"	24	$7,080.00
	24" - 35.99"	8	$3,960.00
	36" - 47.99"	2	$1,590.00
	48" - up	0	$0.00
	Total		$12,630.00
		Trees Cost	$546,330.00

Tracking Documentation and Reimbursement

DP&O will utilize our **TRKR™** Automated Debris Management System (ADMS) to auto generate e-tickets, prepare detail load ticket input, check quantities, locations with mapping for all debris operations. (ROW to DMS, ROW to Disposal, Leaner/Hanger/Stumps, and other debris hazards) including certifying all equipment used. In the event manual tickets are requested by the client, DP&O will also provide a data entry/data manager to load tickets to track and document the removal and management of all Eligible Debris. DP&O ensures that all load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. In the event the client or debris removal contractor request ticket copies we have portable printers stationed at the DMS site to print tickets and or we can provide access to TRKR and or send daily tickets in pdf via email. Additionally, any other type of manual ticket (Debris Removal, Disposal Voucher number) is logged via TRKR™ as an alternate ticket number and photocopied with the corresponding load ticket. All Disposal tickets are also maintained in TRKR™ with the corresponding load ticket. DP&O will provide client access user log ins to TRKR™ to view Debris Operations or documents at any time.

Database Reporting: DP&O shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing all debris removal, Final Haul out and disposal data into required formats, which will follow all requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. DP&O utilizes our TRKR™ ADMS (Automated Debris Management System) to collect all debris removal data, tickets and document debris operations and is discussed below.

REPORTING/PROJECT COMMUNICATION: DP&O will provide the following communication procedures to be employed throughout the contract term to maintain clear lines of communications with the Client Project Manager and Client Staff: daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the Client), as well as a final report of the debris removal operations.

A. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.
B. A Weekly interim status report and final report covering the history of the operations, temporary debris sites used, site closure, any environmental reports and final disposal, recycling if any. The report may include Lessons Learned in operations and recommendations for future debris activities.

Recovery EOC & TRKR ADMS functions, features and benefits are as follows:

RecoveryEOC

PLAN. RESPOND. RECOVER.

TRKR ADMS
A Comprehensive Automated Debris Tracking System.

Mobile App

- Auto Generates E-sign tickets.
- Automates Tickets detail.
- Bar Code Scanning provides for easy Truck/Equipment Certifications and Tracking.
- Prompts Leaner Hanger Monitors for Measurements and Photos.
- Automates Ticket Ledgers and Reconciliation with all supporting backup.



TRKR ADMS Mobile App Interfaces with Web App.



- Allows User Real-Time View of All Debris Removal Operations.
- Documents disabled Trucks & Equipment downtime.
- Tracks Monitor sign in and Sign out with locations, time and date.
- Tracks Emergency Road Clearing and Debris Removal Progress.
- Automates ticket ledgers, quantities with all ticket information. Reconciles Final Haul-Out with Disposal Tickets with Loads hauled to disposal facility.
- Consolidates Debris Removal Documentation per project Tasks with Ticket ledgers, GPS, Photos and Mapping (ROW to DMS & Disposal, Leaner/Hanger/Stumps, Final Haul Out) and Monitor Sign in/out.

Reporting

Asset Inventory Reports (Assets, labor/staff, Equipment, Materials).

Recovery Cost Reports

- FEMA Project Worksheet (PW) Cost Summary, per FEMA Category with detailed cost sheets for:
  - Force Labor (FL) Costs, Force Equipment (FE) Cost Ledger, Contractor Cost Ledger, Materials Cost Ledger
- Links Damage Assessment to Recovery.
- Maintains ALL CAT A FEMA required cost reports, ticket ledgers, tickets, photos, maps, DMS permits/closure, and PW summary and Detail reports.



PLAN. RESPOND. RECOVER.

More information at **XactRecovery.com** or call
561.436.3383
AT&T FirstNET Responder
Member ID 5763234

TRKR™ ADMS
A Comprehensive Web & Mobile Automated Debris Tracking System

Automates Ticket Ledgers Reconciled with Supporting Backup Tickets and Disposal

ROW DMS Ticket Ledger





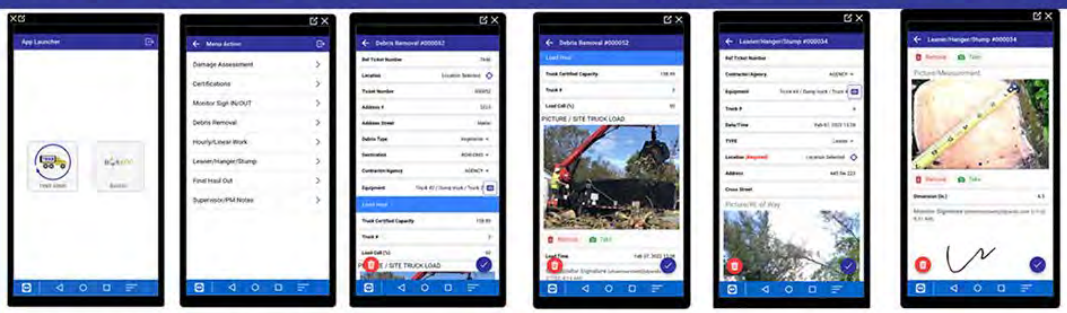
Autogenerates Tickets, Ledgers and Quantities with ALL Ticket Information

Map Current Progress



Progress Reports with Mapping of Areas of Completed Work

Automates Tickets, Costs, Quantities & Documentation for Debris Removal Tasks, with GPS Locations, Photos and Mapping



- ROW to DMS or to Disposal
- Final Haul Out to Disposal
- Provides E-sign Load Haul Tickets
- Tracks & Automates DMS Operations and Photos
- Leaners, Hangers and Stumps with Measurement Prompts
- Tracks and Automates Leaner Hanger Tickets
- Tracks, Automates and Links all Tickets with Ticket Ledger & Photos
- Automates Ticket Ledgers, Quantities with ALL Ticket Info

www.eXACTRECOVERY.com
Call (561) 436.3383
gbenigni@ExactRecovery.com

Florida, SFWMD & FDOT Certified Minority
GSA WOSB CERTIFIED

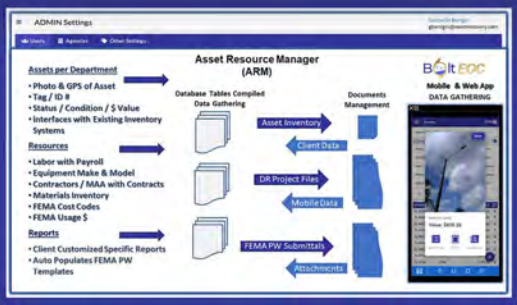
eXACT RECOVERY

Plan Respond Recover

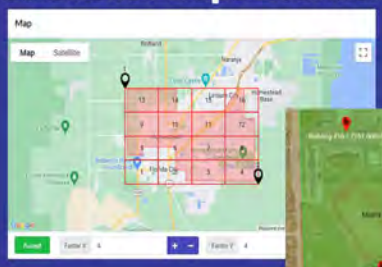
BOlt EOC

PREMIER UTILITY / ASSET WEB & MOBILE APP with MAPPING and COST TRACKING

CENTRALIZES ALL DATA IN ONE LONG-TERM SECURE LOCATION



Set Client / Dept Boundaries

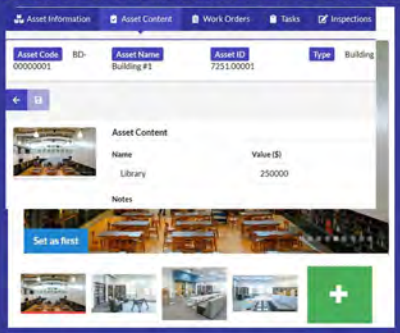


Assets Mapped

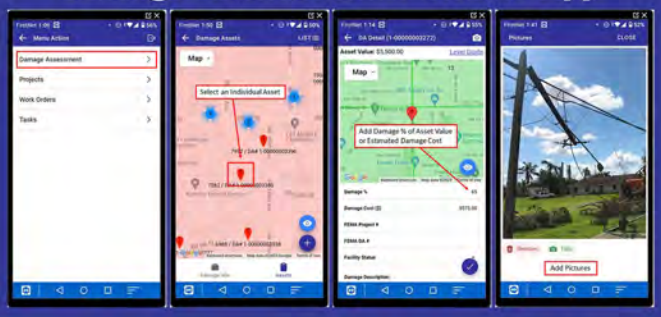




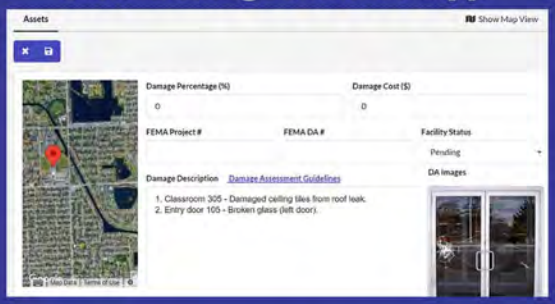
View Asset Details & Contents



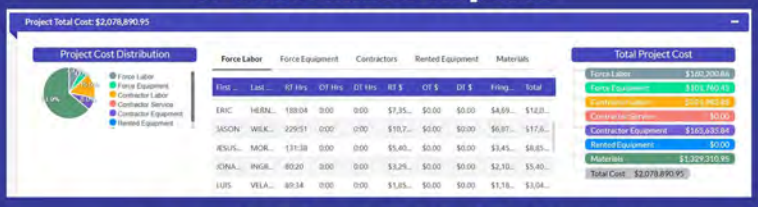
Damage Assessments Mobile App



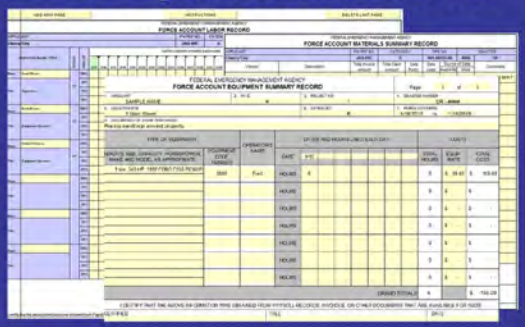
View Damages in Web App



Project Costs Tracking with Attachments & Customized Reports



Auto-Populates FEMA Forms



www.eXACT RECOVERY.com

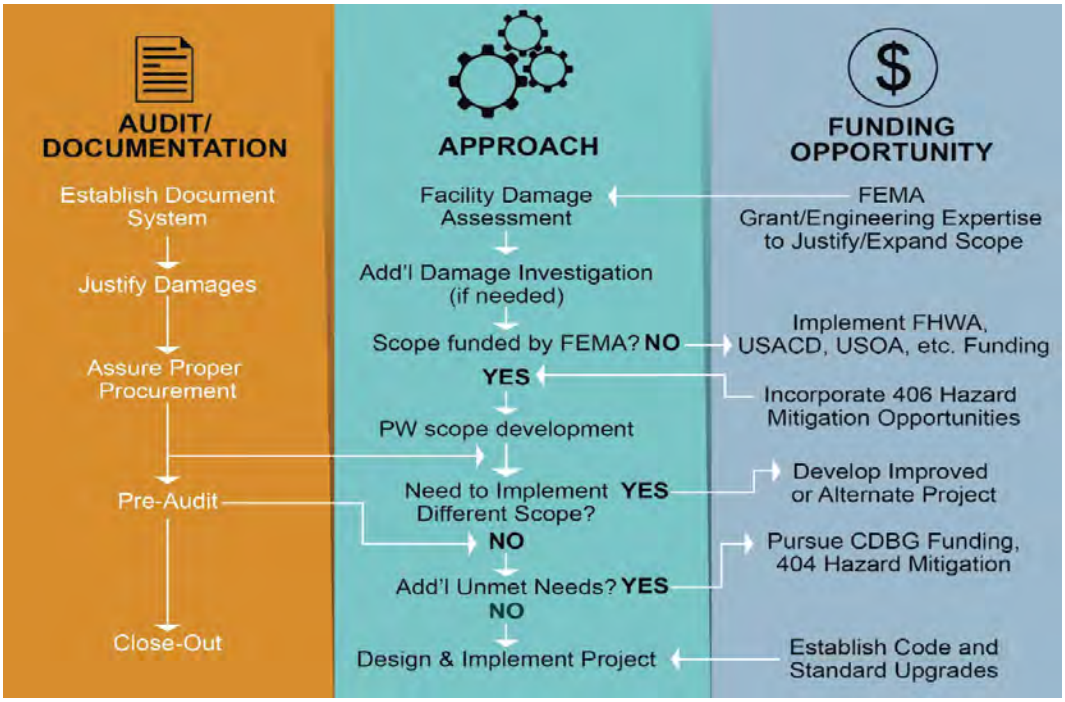
Call (561) 436.3383

gbenigni@ExactRecovery.com

PHASE II - Long Term Recovery

The DP&O Team's approach to the long-term recovery process is further described under the "Approach to the RFP Scope of Work" provided below. However, key aspects to the DP&O Teams' approach to the Long-Term are as follows:

DP&O'S LIFE CYCLE APPROACH TO FUNDING: Ensures Maximum Funding Opportunities for the Client.



Implementation of Lessons Learned

Through the approach section the DP&O Team will demonstrate our lessons learned from past events that should benefit the Client.

Periodic Adjustment of Resources

As the recovery proceeds, needs may shift from grant management to procurement to construction oversight and engineering estimates review. DP&O will adjust the staff mix as necessary during all phases of recovery.

Database Reporting

DP&O will utilize our Disaster Claims Management System platform to maintain all Disaster Recovery costs, PW submittals, and Track Funds. DCMS will prevent duplication of data entry and facilitate long term storage of volumes of disaster documents in audit proof format.

Once the Scope of Work and Cost Estimate is complete, supporting back-up documentation will be attached. These may include procurement policies, contracts, bid tabulations, invoices, purchase orders, proof of payments, pay policies, payroll registers, Force Account daily activity logs, equipment logs, and emergency call logs, damage assessment validations, blueprints, etc.

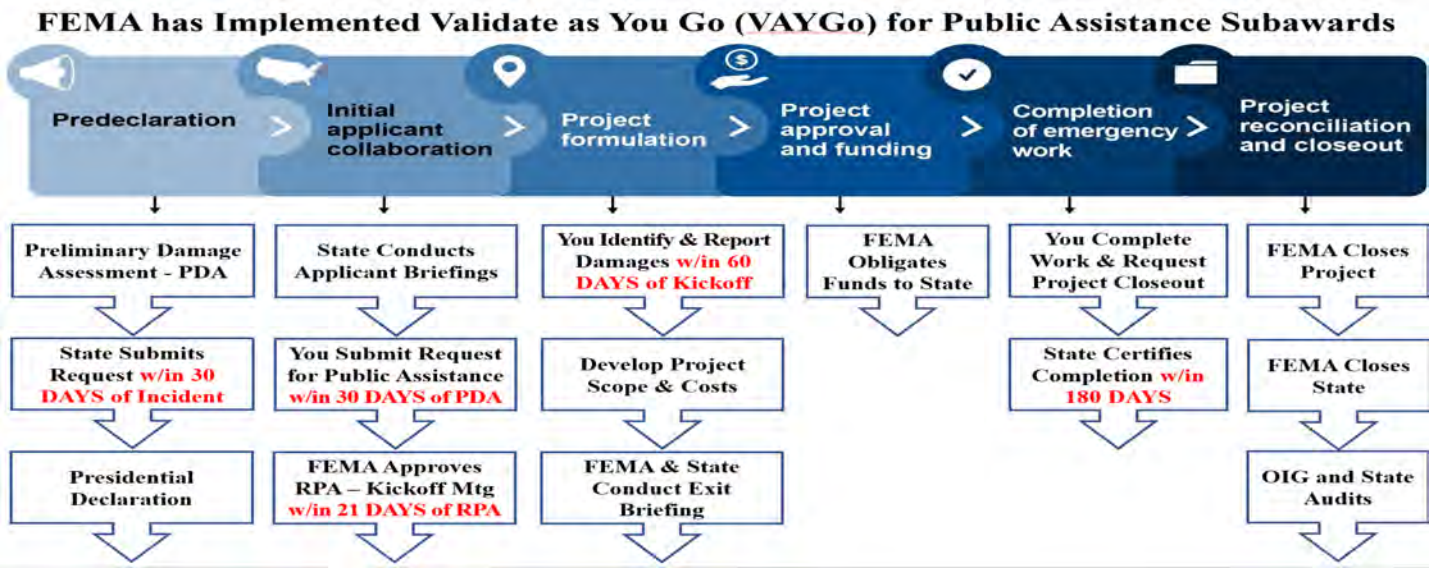
These PW support documents will be part of an applicant's grant application as required by federal regulation and are to be maintained in the document management system for possible future audit.

The PW final project and cost estimate with supporting documents would then be submitted to FEMA PA Portal and DP&O will answer all Portal "EEI" Questions promptly for Prompt document submittal entry for JFO review and submittal to CRC and EMMIE for obligation.

FEMA Public Assistance Advisory Services

The FEMA process is very detailed with many deadlines which we are experienced with and also submitting time extensions when needed for our clients. Below is a diagram of the FEMA process which is very detailed and can cause an applicant delays in reimbursement if time deadlines are not strictly adhered to for projects identification and documents review.

We stay focused on the critical deadlines and ensure submittal of audit ready documents complying with the FEMA "Verify as you Go" (VAYGO) review process.



We are experienced with the FEMA process and the new FEMA PA Portal and internal complexity of reviews, Portal deficiencies and document entry issues of the FEMA PA Portal and we are ready to represent the Client to expedite a smooth transition throughout disaster recovery PW submittals, costs tracking, PW review, and funds obligation.

Debris Records Reconciliation:

Category A – Proper documentation of Debris Removal cost and data is critical to maximizing FEMA reimbursement. All monitoring data collected in the field and documented will be reconciled with the debris removal contractor invoices to ensure FEMA Compliance for accuracy of debris quantities, locations, dates, GPS coordinates.

The following debris removal records will be reconciled for accuracy and FEMA compliance. DP&O plans to use our TRKR™ ADMS System, however there are instances where the client request manual tickets as well. Where DP&O will be prepared to handle both cases.

Debris removal contractors and monitors invoices will be reconciled for the following items and with associated daily logs and invoices for services per contract billing rates and terms. Discrepancies or issues will be documented and issued to the designated Client representative for Debris Contractor invoice corrections.

- Leaners, hangers, and stumps, - reconciled with Debris removal invoices, per contract cost items and per monitor logs data. We will validate leaners, hangers, and stumps compliance for FEMA documentation including photographs, GPS locations, quantities, and stump measurements.

- Debris Removal Load/haul ticket ledgers— We will obtain and review daily Debris load/ haul ticket ledgers and ensure they have been reconciled for duplicate and or missing load/ haul tickets. Reconciliation identifies any discrepancies between load/haul cubic yards and actual debris quantities, and debris removal invoices will be reported to the Client for debris removal invoices corrections. Additionally, ticket ledgers will be spot checked for truck certification haul Capacity (cubic yards).
- Load haul tickets will also be validated and spot checks for accuracy per ticket ledgers.
- TDSRS Final Haul out to permitted disposal facility-final haul out ticket ledgers will be reviewed and reconciliation with actual disposal facility ticket ledgers to identify any discrepancies between debris quantities hauled and disposed. Spot checks on final haul out tickets and disposal tickets will be performed for accuracy and per FEMA compliance.
- Additional Debris Removal documents to be reviewed and validated include the following:
    - ➢ Truck Certifications and Truck Certification logs;
    - ➢ Maps and or streets of Emergency Roads clearing;
    - ➢ Debris Removal Progress maps and priorities per the Client's Debris Management Plan;
    - ➢ Photos and GPS locations;
    - ➢ TDSR permit
    - ➢ Baseline report and TDSR closure report.
- All reconciled and final Debris removal and monitor documents will be filed manually and electronically and submitted with FEMA Category A FEMA Project Worksheet per Debris Pilot Program requirements.

PHASE – III Project Closeout

The DP&O Team firmly understands that successful project closeout starts the first day of disaster recovery. A focus on proper documentation procedures, pre-auditing, and proper procurement procedures at the onset of the recovery assures a smooth project closeout phase.

Attention to Closeout on Day One. Our approach will focus on closeout and auditing requirements from the first day on the job. Development of proper document retention procedures and cross-training of the Client staff will allow the Client to respond to any audits long after closeout is done.

To enhance the closeout process, we focus on the following key aspects to provide an effective closeout procedure:

- **Stress on Quick Closeout of Projects.** Many PWs particularly involving Category A and B activities can often be moved to closeout quickly. We recommend all projects be moved to closeout as expeditiously as possible. Developing the closeout files is most effective when everyone's memory is fresh, and staff involved in the activities are still accessible.
- **Client Staff Involvement/Cross Training.** We understand that you may want or need to end support activities prior to the extended closeout process that sometimes can occur at the FEMA level. Thus, integrating the Client staff into the long-term recovery and closeout phase will be essential to DP&O.

FEMA Submittal. Final project and cost estimate with supporting documents would then be submitted to FEMA PA Portal and DP&O will answer all Portal "EEI" Questions promptly for Prompt document submittal entry for JFO review and submittal to CRC and EMMIE for obligation.

To ensure that processing of federal funding is acquired as quickly as possible by verifying the following information and its accuracy responsibilities:

- Review/reconciliation of debris Contractor invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)
- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Contractor invoices
- Review of debris Contractor equipment hours of operation
- Vehicle certifications
- Start and end dates and progress mapping of the first debris removal pass and all subsequent passes
- Daily logs and TRKR™ Detail mapping to support Emergency Road Clearing services.

Stress on Quick Closeout of Projects. Many PWs particularly involving Category A and B activities can often be moved to closeout quickly. We recommend all projects be moved to closeout as expeditiously as possible. Developing the closeout files is most effective when everyone's memory is clear, and staff involved in the activities are still accessible.

Client Staff Involvement/Cross Training. We understand that the Client may want or need to end support activities prior to the extended closeout process that sometimes can occur at the FEMA level. Thus, integrating the Client staff into the long-term recovery and closeout phase will be essential to DP&O.

All **client disaster Data is Stored in DP&O's Disaster Claims Management System** for long term document storage and to facilitate project close out and future audits.

For all DP&O clients we maintain a **PW template excel summary per each Final PW** with **support tabs for Contractor Summary, Force labor, Staff inventory, Force Equipment, Equipment Inventory and Materials** if used. The PW Summary sheet for each project provides quantities, costs, for Contractors, Force labor, Equipment, and Materials and line items for FEMA and State Share.

DP&O maintains a tracking system that documents the Date of PW FEMA PA Portal applicant submittal, and FEMA acceptance. The **PW is then tracked through CRC approval to FEMA EMMIE obligation**.

Each **PW per FEMA Category is maintained both electronically, and manually in audit proof format** to facilitate a quick project close out and or audit. All projects' financial supporting documents are 100% accurate and audit ready.

Funding Support

DP&O shall be prepared to submit FHWA reimbursement claim as needed. DP&O shall be prepared to assist tracking progress of project worksheets and provide quick response to any issue that could slow funding. DP&O shall assist client in finding additional funding sources related to mitigation.

The Team will ensure that all management, and administration of disaster recovery projects, and associated disaster reimbursement costs claims, and documents comply with FEMA's most recent Program Policy guide, 2CFR200 for procurement and contracting, and OMB Cost Circulars A-133 Audits and Office of Inspector audit tips. In addition, all state and federal environmental policies for permitting and reporting will be adhered to.

DP&O's Monitoring Delivery Schedule Chart in weeks is Presented in the below diagram.

	Task	Deliverables/Milestone
Pre-Event (Preparedness and Mobilization Strategy)		
48 Hours before disaster	Pre-Event Meeting Plan of Action – Post Even Debris removal contractor meeting	• Contact the Client and initiate a communication schedule • Review the Client debris plan and prepare assets for activation. • Verify SWA TDRS Permit, Site status, Activation • Discuss deploying project manager of the Client. • Maps Review and Priority Routes (Construction) • Run initial models to estimate impact and resource needs (Travel Logistics). • Communications Capability (Satellite) • Contact pre-screened the Client debris monitoring workforce
H-24	Mobilize Key Staff per Notice to Proceed ADMS equipment, monitor forms, all Debris Supervisors and Monitoring staff notification and check in.	• Verify and update staff and quantities mobilization.
	Monitor storm track and continue preparations	• Continue communications with the Client staff • Confirm staging location to mobilize resources • Prepare project assets and begin base camp logistics coordination (Personal Protective Equipment)
H-24	Client department coordination, management staff and monitors prep for mobilization Debris removal contractor coordination	• Certify emergency road clearance equipment (in coordination with the debris removal contractor) • Coordinate documentation of emergency push activities.
Week 1	Post Event Response & Mobilization	
H 48 Hrs.	Within 48 Hours of Notice to Proceed (NTP)	• Mobilize DP&O Project Manager and other key staff
H+48 Hrs.	Commence work per the Client work orders Mobilize to Field Operations Center (FOC) Debris Monitor Supervisors, Monitors and ADMS equipment for Emergency Road Clearing	• Begin 70-hour emergency push and restore critical roadway passage. • Begin post 70 hr. emergency road clearing per the Client DMP. • Document time and materials • Coordinate with EMC staff to conduct preliminary damage assessments if requested • Begin mobilizing DP&O pretrained local monitors • Initiate debris management site (DMS) opening
H+48 Hrs.	Emergency Road Clearing/Damage Assessment	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate for the Client.
H+72 Hrs.	Disaster Debris Vehicle/Equipment Certification DMS Site Monitor Mobilization Preparation	• Certify disaster debris vehicles/equipment • Verify DMS Site permits and operations. • Verify disposal site availability and possible delays • DMS towers and establish site flow if required due to deficiency • Conduct training/safety sessions for monitors • Open public drop-off sites if requested
	Begin Debris Collection Monitoring Per work orders	• Assign monitors to load haul crews, leaner and hanger removal crews. • Assign monitors to DMS locations

		• Assign supervisors to monitors per debris zones • Meetings with all stakeholders as requested. • Implement QAQC of leaner hanger photos and ticket processing • Initiate daily ticket reconciliation with debris removal contractor
Week 2 to Week 16	PHASE II Recovery (Debris Hazard Removal, Debris Management)	
Week 2+ through project completion (120 days)	ROW Debris Collection Monitoring per work orders obtained from FOC	• Continue ROW debris collection • Issue daily reports/GIS maps • Hold daily meetings with the Client and debris removal contractors as required • Provide citizens/ community debris management hotline (if requested) • Determine which special projects are required (hazardous trees, waterway debris removal, private property debris removal, etc.) and prepare eligibility request • Implement QAQC of leaner hanger photos and ticket processing • Daily ticket reconciliation with debris removal contractor (ROW to DMS, DMS to Disposal; Leaner, Hangers and Stumps)
Week 2+ through project completion (120 days)	Documentation Management Long Term Recovery FEMA project submittal, PW review and tracking Project obligation, closeout, state audit	• Daily ADMS Debris Removal Progress reports, monitors daily log, and debris progress mapping • Daily Reporting of debris removal and monitoring contract work • Compilation of disaster of FEMA Disaster project submittals by debris removal task with FEMA required back documentation • Disaster project FEMA PA Portal submittals • Respond to FEMA/FDEM RFI's, Track RFI replies • Coordinate FDEM state audit and project closeout • Request for reimbursement submittals

TAB 8: FORMS

Please see attached required forms as requested.

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: Gabrielle Benigni

Name (typed): Gabrielle Benigni

Title: President

Company: Disaster Program & Operations, Inc.

Date: 5/30/2024

SUBCONTRACTOR LIST

The Proposer shall list all proposed Subcontractors that may be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Not applicable			

Stephen M. Taylor
City of Homestead Emergency Management
100 Civic Court Rm.357, Homestead, FL. 33030 · 305-224-4519 · staylor@cityofhomestead.com

5/5/2024

To Whom It May Concern:
As Emergency Manager for The City of Homestead, I am pleased to write this memo letter in recommendation of Disaster Program & Operations, Inc. (DP&O), for Disaster Planning, Planning Response and Recovery Services.

Disaster Program & Operations, Inc. (DP&O) was awarded the City of Homestead Disaster Recovery Services, Debris Management and FEMA Public Assistance Program Management in late October 2018 and initiated Hurricane Irma costs and records documentation inventory and assimilation in November, 2019.

DP&O's President, Gabrielle Benigni, supported by several key staff prepared a plan of action to reconcile and prepare all FEMA project submittals for Homestead projects Categories A-G. Most critical were the large Category A (4 Debris Removal periods), multiple Category E (Buildings/roofs) and Category F Utilities. .
DP&O's document management system provided Homestead and DP&O a central database to have one location for all documents and costs accounting records to be reconciled per FEMA Category and per Project folders. DP&O's knowledge and experience of FEMA policy and requirements for federal disaster reimbursement has allowed our city to submit proper, reconciled and accurate documentation. Additionally, DP&O performed a thorough reconciliation of Debris monitoring and debris removal records for Category A and discovered several discrepancies which could have delayed Homestead disaster reimbursement had the discrepancies not been corrected.
Since Disaster costs and supporting documents are required to be audit proof for Federal Disaster Reimbursement, DP&O's Recovery specialist have been phenomenal at contractor records and invoices reconciliation, Force labor and Equipment records reconciliation to ensure our records and disaster costs are in compliance with FEMA requirements and OIG and State FDEM close out audits.
DP&O has been supporting the Homestead Utilities, utilizing the DP&O mobile Utility App which is providing Homestead Utilities a complete inventory of Power Pole inventory with GPS locations, images, mapping and equipment inventory. The Utility Mobile app will be used long term as a daily maintenance tracking for Homestead Utility assets and will facilitate future accurate damage assessments and emergency repairs cost tracking.
DP&O is very skilled with the new FEMA PA Portal submittals and data input and has maintained an outstanding job of updating Disaster Costs per project.
As Homestead has experienced several disasters DP&O is detailing lessons learned per Department and FEMA Category and will incorporate this in a Pre- Event and Post Event Emergency Operation Procedures, and Business Continuity.
We are glad to have DP&O support the City of Homestead and assist us in continued Disaster Planning and Debris Management Planning Program. Should additional information be required, please feel free to contact me at numbers below.
Office: (305) 224-4519 Cell: (305) 283-9241



Stephen M. Taylor
Emergency Manager, City of Homestead, FL

CITY OF
FLORIDA CITY
GATEWAY TO THE FLORIDA KEYS AND THE EVERGLADES

Office of the Mayor

May 25, 2024

LETTER OF SUPPORT

As Mayor of the City of Florida City, Florida I am pleased to write this letter in support of the Disaster Program & Operations, Inc. (DP&O).

The Disaster Program & Operations, Inc. (DP&O) was awarded the City of Florida City's Disaster Recovery Services, Debris Management/Monitoring, and FEMA Public Assistance Program Management prior Hurricane Irma landfall, September 11, 2017.

DP&O's President, Gabrielle Benigni, supported by several key staff mobilized per our verbal request within 24 hours and began performing various Emergency services for the City of Florida City including donated resources management, locating food for delivery, Debris management planning and Emergency Road Clearing Monitoring. Additionally, DP&O located and mobilized large generators to support several hotels and a gas station to support first responders.

DP&O initiated damage assessments and coordinated with the City's Project Manager, Executive Director and City Departments (Water /Sewer, Public Works, Police) As promised, DP&O mobilized and trained all local monitors for the Debris removal which was completed efficiently and in accordance with the Mayor's and hazard areas priorities.

DP&O's knowledge and experience of FEMA policy and requirements for disaster reimbursement identified eligible projects and disaster costs that may have been missed by our lack of experience with new FEMA policy on reimbursement criteria. DP&O's due diligence at each step in the recovery process has been a great value to the City and is bringing additional Hazard Mitigation Grant (HMGP) opportunities for our Water Control facilities and a much needed storm drainage installation for improved flood control.

Since Disaster costs and supporting documents are required to be audit proof for Federal Disaster Reimbursement, DP&O's Recovery specialist and Lead Project Manager, Liz Valdes has been phenomenal at contractor records and invoices reconciliation, Force labor and Equipment records reconciliation to ensure our records and disaster costs are in compliance with FEMA requirements.

DP&O has been supporting the City of Florida City with timely FEMA submittals and data input into the new required FEMA system and has maintained an outstanding job of updating Disaster Costs per project.

We are glad to have DP&O support the City of Florida City and assist us in continued Disaster Planning and Hazard Mitigation Grant Management.

Should additional information be required, please feel free to contact me at (305) 247-8221.

OTIS T. WALLACE, MAYOR

HPS
HOMESTEAD PUBLIC SERVICES
WATER ENERGY SANITATION
Community-Owned Services Since 1916

May 5, 2024

To whom it may concern:

Please accept this letter as a high recommendation for Disaster Program and Operations to submit a proposal for the Disaster Recovery Consulting Services RFP 20023-19 for Wakulla County, Board of County Commissioner's.

Disaster Program and Operations has assisted City of Homestead Energy Services with utility debris clearing: DP&O monitored and maintained Aplundh's debris removal of debris hazards from utility power lines, utility substations and other critical facilities including the power generating station and utilities over waterways. Massive mixed Debris Piles prevented utility restoration and especially the utilities over or near waterways. DP&O used TRKR to monitor all Asplundh's debris removal hourly work, documenting locations, date, time, debris type, proof of hazard, and crews' equipment and labor staff. Each grid section was reconciled with tickets, GPS locations and proof of hazard in public right of way and to critical facilities.

Disaster Program and Operations also assisted with *FEMA* Hazard Mitigation Grant Management: DP&O prepared the submittal application with supporting documents, including the Benefit Cost analysis, coordinating with engineer the scope of work, reviewing estimates, gathering field and environmental compliance data, flood zone/ map data, and obtaining site specific details including photos, coordinates and special requirements (Right of Way Purchase).

DP&O prepared all FEMA cost templates and FEMA PA portal entry of all project narratives, and supporting FEMA required information per FEMA Portal EEI's. DP&O successfully supported the client with all replies to FEMA RFI's.

DP&O utilized RecoveryEOC™, BOLTEOC™ for documenting all HES 8,500+ damaged repaired power pole inventory with equipment construction unit details, mapping and photos of damaged repaired poles. DP&O performed utility line clearing, monitoring and contractor data invoice and reconciliation for 55 Mutual Aid Contractors, Emergency Food Vendors and Hotel assignments.

This data now exists on a secured database for HES to use for tracking daily maintenance of power poles and installation of new grid system hardening Concrete Power Poles installation.

Please do not hesitate to contact me should you have any questions.

Best Regards,

William Branch

Assistant Director

Homestead Energy Services

675 N. Flagler Ave.

Homestead, FL 33030

305-224-4707

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

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Qualifications No. 2024-11-009

Name of Company: New College of Florida

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

Contracted Services Information:

Scope of Work: Disaster debris monitoring, Disaster Management & Recovery Services

Initial Value of Contract: _____ Final Value of Contract: _____
Length of Contract: _____
Was the work performed timely: X Yes ___ No
Would you enter into a contract with the Company in the future? X Yes ___ No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
Total number of change orders: _____ Were any contractor driven: _____
Number of RFQ's submitted by the vendor: _____
If you responded no to any of the above please provide details:
N/A

Comments:

DPD did very good work.
They were quick as well as responsive

Name of Public Entity/Company: New College of Florida
Name of Individual completing this form: Yosef Shapiro
Signature: [signature] Title: Director
Telephone: 941-487-4449 Email: yshapiro@ncf.edu

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Disaster Debris Monitoring Services
Request for Qualifications No. 2024-11-009
Name of Company: Alcorn County Electric Power Association

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

Contracted Services Information:

Scope of Work: Debris Management Monitoring Services

Initial Value of Contract: $900,000 Final Value of Contract: $00,00
Length of Contract: 2019-2021
Was the work performed timely: ✓ Yes ____ No
Would you enter into a contract with the Company in the future? ✓ Yes ____No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ____ No
Total number of change orders: 0 Were any contractor driven: _____
Number of RFQ's submitted by the vendor: 0
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Alcorn County Electric Power Association
Name of Individual completing this form: Marci Gurly
Signature: Marci Gurly Title: Chief Human Resource
Telephone: 662-287-4402 Email: mgurley@ace-power.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: Gabrielle Benigni

Name (typed): Gabrielle Benigni

Title: President

Company: Disaster Program & Operations, Inc.

Date: 5/30/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Gabrielle Benigni being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Disaster Program & Operations, Inc. the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: G Benigni

Name (typed): Gabrielle Benigni

Title: President

Company: Disaster Program & Operations, Inc.

Date: 5/30/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30th May day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Gabrielle Benigni and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 09, 2027

E. Valdes

NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Gabrielle Benigni

For Disaster Program & Operations, Inc.

Whose business address is: 830-13 A1A North #674

And (if applicable) its Federal Employer Identification Number (FEIN) is: 47-3936181

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: G. Benigni

Name (typed): Gabrielle Benigni

Title: President

Company Name: Disaster Program & Operations, Inc.

Date: 5/30/2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30th May day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Gabrielle Benigni and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 09, 2027

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Gabrielle Benigni/President

(print individual's name and title)

for: Disaster Program & Operations, Inc.

(print name of entity submitting sworn statement)

whose business address is: 830-13 A1A North #674 Ponte Vedra Beach, FL 32082

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-3936181

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

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

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

Continued Next Page

Signature of Official: G. Benigni

Name (typed): Gabrielle Benigni

Title: President

Company: Disaster Program & Operations, Inc.

Date: 5/30/2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30th May day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Gabrielle Benigni and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 18, 2027

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Gabrielle Benigni being first duly sworn state:

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

47-3936181

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

Disaster Program & Operations, Inc.

Name of Entity, Individual, Partners or Corporation

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

830-13 A1A North #674 Ponte Vedra Beach, FL 32082

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Gabrielle Benigni	830-13 A1A North #674 Ponte Vedra Beach, FL 32082	100 %
		%
		%

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

Not applicable

Signature of Official: G. Benigni

Name (typed): Gabrielle Benigni

Title: President

Company: Disaster Program & Operations, Inc.

Date: 5/30/2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30th May day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Gabrielle Benigni and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 09, 2027

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Disaster Program & Operations, Inc. Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, RFQ# 2024-11-009, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Not applicable (Subcontractor's Names) to comply with such act or regulation.

Signature of Official: Gabrielle Benigni

Name (typed): Gabrielle Benigni

Title: President

Company Name: Disaster Program & Operations, Inc.

Date: 5/30/2024

Attest: Liz Valdes

Print Name: Liz Valdes

Attest: Ester Bello

Print Name: Ester Bello

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Disaster Program & Operations, Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: G. Benigni

Name (typed): Gabrielle Benigni

Title: President

Company Name: Disaster Program & Operations, Inc.

Date: 5/30/2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 30th May day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Gabrielle Benigni and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 09, 2027

NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on May 30 2024 at 404 W Palm Dr #100 Florida City FL 33034 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Gabrielle Benigni

Name (typed): Gabrielle Benigni

Title: President

Company Name: Disaster Program & Operations, Inc.

Date: 5/30/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Gabrielle Benigni (the individual attesting below), being duly authorized byand on behalf of Disaster Program & Operations, Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ✓
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 30th day of May, 20 24.

B. Benigni

Signature of Affiant

Print or Type Name: Gabrielle Benigni

State of Florida

County of Miami Dade

Signed and sworn to (or affirmed) before me,

this the 30 day of May, 20 24.

My Commission Expires: 5 - 9 - 2027

ELIZABETH VALDES
Notary Public-State of Florida
Commission # HH 356226
My Commission Expires
May 09, 2027

Notary Public

NHCS – E-Verify 081815

FOREIGN COUNTRY OF CONCERN ATTESTATION

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Gabrielle Benigni

Title: President

Signature: Gabrielle Benigni Date: 5/30/2024

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))
The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard
Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Contractor:

Date: 5/30/2024 Authorized Signature: Gabrielle Benigni
Title: President

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Disaster Program and Operations, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

830-13 A1A North #674

Requester's name and address (optional)

6 City, state, and ZIP code

Ponte Vedra Beach, FL 32082

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	3	9	3	6	1	8	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► Gabrielle Benigni **Date** ► 3/12/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: Disaster Program & Operations, Inc.
Company

830-13 A1A North #674
Address

ATT: Gabrielle Benigni/President
Name and Title

PROJECT DESCRIPTION: **Disaster Debris Monitoring Services**
RFQ No. 2024-11-009 in accordance with Contract Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your proposal of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on 5/31/2024 (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Qualifications met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: Disaster Program & Operations, Inc.
Company
830-13 A1A North #674 Ponte Vedra Beach, FL 32082
Address

ATT: Gabrielle Benigni/President
Name and Title

PROJECT DESCRIPTION: **Disaster Debris Monitoring Services**
RFQ No. 2024-11-009 in accordance with Contract Documents as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is May _____, 20___. Completion date shall be _____, 20__ .

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

ADDENDUM NO. 1

Date: May 24th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Qualifications No. 2024-11-009
Disaster Debris Monitoring Services

This Addendum forms part of the Request for Qualifications (RFQ) Package advertised on April 30th, 2024, and with a proposal opening date of May 31st, 2024, with any amendments and/or additions noted below.

Question No. 1: Will the City accept Reference Letters in place of the provided reference form?

Response: *Any reference letters provided in a different format may be considered by the Village.*

Question No. 2: How many roads are in the Village of Palmetto Bay?

Response: *There are about one hundred twenty-five (125) miles of roaway in the Village.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFQ No: 2024-11-009

Title: Disaster Debris Monitoring Services

Name of Contractor Disaster Program & Operations, Inc.

Date Addendum Received May 24, 2024

Total Pages of Addendum including Acknowledgement 2

Print Name Gabrielle Benigini - President

Signature Gabrielle Benigini

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Qualifications shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your proposal.

TAB 9: PRICE PROPOSAL FORMS

SECTION 8.0: Required Proposal Submittal Forms

PRICE PROPOSAL FORM

The Proposer is required to complete *the Price Proposal Form*, in order for their proposal to be considered.

The fixed, firm price shall include all services, materials inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel, required for complete delivery of Disaster Debris Monitoring Services. Said price should be fixed and firm for the duration of the contract with signature from an authorized representative of the Company.

If it should be necessary for the Village to request the Proposer to render any additional services to either supplement the services requested in the RFQ or to perform additional work as a result of the specific recommendations included in any report issued as a result of this service, then such additional work shall be performed only upon a written agreement between the Village and the Proposer.

PRICE PROPOSAL FORM

The contractor shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). The contractor should add to the list other positions necessary to provide the services outlined in this RFQ and hourly rates for each. Job descriptions for each added position should be included in the proposal.

Item	Description	UOM	Hourly Cost
1	Project Manager	Each	$ 95.00
2	Debris Monitor Supervisor	Each	$ 45.00
3	Debris Monitor	Each	$ 38.00
4	Data Entry Clerk	Each	$ 30.00

Signature of Official: Gabrielle Benigni Name (typed): Gabrielle Benigni

Title: President Date: 5/30/2024

Contractor: Disaster Program & Operations, Inc.

TAB 10: DP&O ADDITIONAL INFORMATION

Please see attached DP&O certificates and licenses.

State of Florida

Woman Business Certification

Disaster Program and Operations, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

December 2, 2022 to December 2, 2024

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/o

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

DISASTER PROGRAM AND OPERATIONS INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620, 562910, 624230



Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

PLEASE NOTE: THOUGH DBE CERTIFICATION DOES NOT EXPIRE, TO KEEP DBE STATUS, YOU NEED TO FILE A NO CHANGE DECLARATION AND COMPLETE BUSINESS TAX RETURN FORMS YEARLY; ON THE ANNIVERSARY OF YOUR CERTIFICATION.

ANNIVERSARY DATE – Annually on 10/08

The Florida Department of Transportation (Department) has certified,

DISASTER PROGRAM AND OPERATIONS INC

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.



Samuel Febres (Sammy)
DBE & Small Business Development Manager
Equal Opportunity Office

-7190436Ã.6:25782Ã/-)Ã!%".*-..Ä+!,*Ä# '%Ä+.%#Ä.&!'!""(**%$

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
Assigned After Award	Refer to 31		47QSMD20R0001 -- REFRESH #6	17 May 2021

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	GSA FAS 3QSAC		

9. ISSUED BY	CODE	10. THIS ACQUISITON IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
GSA FAS 3QSAC 100 S INDEPENDENCE MALL WEST PHILADELPHIA, PA, 19106		[X] UNRESTRICTED [ ] SET ASIDE: % FOR [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] 8(A) NAICS: SIZE STANDARD:	[X] SEE SCHEDULE	

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION: [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
ORDERING AGENCY		SEE BLOCK 9	

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
DISASTER PROGRAM & OPERATIONS, INC. 404 W PALM DR BLDG 2 STE 100 FLORIDA CITY,FL,330343346 ,. DUNs Number :088882339			ORDERING AGENCY	

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Multiple Award Schedule The contract summary associated with this award package is hereby incorporated and made a part of this contract *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN N/A COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
DocuSigned by: Justin S Corbett 0B651ABDFC11480...	DocuSigned by: Sharon L Hair DA21099F2930413...

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Justin S Corbett	7/27/2021	Sharon L Hair	7/27/2021

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

State of Florida
Department of State

I certify from the records of this office that DISASTER PROGRAM & OPERATIONS, INC. is a corporation organized under the laws of the State of Florida, filed on May 4, 2015.

The document number of this corporation is P15000039932.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 23, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of February, 2024

Secretary of State

Tracking Number: 1689307257CU

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

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 121959

June 27, 2021

Ms. Gabrielle Benigni, President
Disaster Program & Operations, Inc.
10033 Sawgrass Dr. W., Suite 121
Ponte Vedra Beach, FL 32082

CERTIFICATION EXPIRATION DATE
June 27, 2024

Dear Ms. Benigni:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Environmental and Disaster Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Alejandro Quintero
Sr. Contract Compliance Specialist
Procurement Bureau

/aq.dld

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/21/2023

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
Arthur J. Gallagher Risk Management Services, LLC
501 Riverside Ave
Suite 1000
Jacksonville FL 32202

CONTACT NAME: Cynthia Casanova
PHONE (A/C, No, Ext): 813-367-5601 **FAX (A/C, No):** 904-634-1302
E-MAIL ADDRESS: cynthia_casanova@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Maxum Indemnity Company	26743
INSURER C : Old Dominion Insurance Company	40231
INSURER D : James River Insurance Company	12203
INSURER E : Travelers Indemnity Co of America	25666
INSURER F :	

INSURED DISAOPE-01
Disaster Program & Operations, Inc
Xact Recovery
10033 Sawgrass Drive W. Ste. 121
Ponte Vedra FL 32082-2832

COVERAGES **CERTIFICATE NUMBER:** 518107318 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BDG-0138767-04	8/19/2023	8/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			B1T6575Z	8/19/2023	8/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			001227251	8/19/2023	8/19/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N [ ] ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0X570242	8/19/2023	8/19/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Consultant Professional Liability Retroactive Date: 8/19/2016			EO00003472308	8/19/2023	8/19/2024	OCC/AGG Deductible per claim	$1,000,000 $2,500

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

P15000039932

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

800271347018

RECEIVED
15 MAY -4 PM 4:23
DIVISION OF CORPORATIONS

FILED
2015 MAY -4 AM 8:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

5/5 ar

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallhassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 615808 121501A

AUTHORIZATION : Lydia Cohen

COST LIMIT : $ 70.00

ORDER DATE : May 4, 2015

ORDER TIME : 3:05 PM

ORDER NO. : 615808-005

CUSTOMER NO: 121501A

DOMESTIC FILING

NAME: DISASTER PROGRAM & OPERATIONS, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
_____ CERTIFICATE OF LIMITED PARTNERSHIP
_____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX PLAIN STAMPED COPY
_____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lydia Cohen - EXT. 62974

FILED
2015 MAY -4 AM 8:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXAMINER'S INITIALS: _____

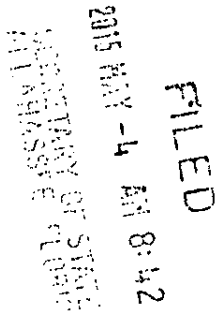
ARTICLES OF INCORPORATION

of

DISASTER PROGRAM & OPERATIONS, INC.

(a corporation)

Executed by the undersigned for the purposes of forming a Florida Corporation under Chapter 607, Florida Statues (2014):



ARTICLE I. NAME AND ADDRESS

The name and address of the corporation is:

DISASTER PROGRAM & OPERATIONS, INC.
529 Sunset Drive
Ponte Vedra Beach, Florida 32082

ARTICLE II. DURATION AND COMMENCEMENT

This corporation shall exist perpetually and shall commence on the date of execution and acknowledgment of these Articles of Incorporation.

ARTICLE III. PURPOSES

This corporation is organized for the following purposes:

1. To provide disaster consulting and disaster training services.

2. To hire and/or train personnel to carry out these purposes.

3. To rent, lease, purchase and/or own facilities and equipment which are sufficient for the conduct and/or operation of the purposes of the corporation.

4. To transact any and all lawful business for which corporations may be incorporated or organized under the laws of the State of Florida.

ARTICLE IV. CAPITAL STOCK

This corporation is authorized to issue 1000 shares of Five Dollar ($5.00) per share par value common stock which shall be designated common shares, all of which shall be the same class.

ARTICLE V. VOTING RIGHTS

Except as otherwise provided by law, the entire voting power for the election of Directors and for all other purposes shall be vested exclusively in the holders of the outstanding common shares of this corporation. The holder of each outstanding common share shall be entitled to one (1) vote per share unless otherwise provided in the By-Laws.

ARTICLE VI. MANAGEMENT

The business of this corporation shall be managed by a Board of Directors chosen by the Shareholders or the Shareholders may elect to have the corporation managed by the Shareholders acting as Directors, in which case the terms shall be used interchangeably herein, pursuant to Chapter 607, Florida Statues (2014).

ARTICLE VII. INITIAL REGISTERED AGENT AND OFFICE

The street address of the initial Registered Agent of this corporation is **233 E. Bay Street, Ste. 930, Jacksonville, Florida 32202,** and the name of the initial Registered Agent of this corporation at that address is **C. HOLT SMITH, III, ESQUIRE.**

ARTICLE VIII. INITIAL BOARD OF DIRECTORS

This corporation shall have one (1) Director initially, the number of which may be increased or decreased from time to time according to the By-Laws of this corporation, but shall never be less than one (1) Director. The name and address of the initial Director of this corporation is:

GABRIELLE BENIGNI — **529 Sunset Drive, Ponte Vedra Beach, Florida 32082**

ARTICLE IX. INCORPORATOR

The name and address of the person signing these Articles of Incorporation is:

GABRIELLE BENIGNI — **529 Sunset Drive, Ponte Vedra Beach, Florida 32082**

ARTICLE X. AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment to them, and any right conferred upon the Shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscribing Incorporator has hereunto set his hand and seal this 13th day May 2015 for the purpose of forming this corporation under the laws of the State of Florida.

GABRIELLE BENIGNI

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared **GABRIELLE BENIGNI,** who executed the foregoing instrument as Incorporator of **DISASTER PROGRAM & OPERATIONS, INC.,** a corporation named herein, and acknowledged before me that she executed the same as such Incorporator, in the name of and on behalf of the said corporation. She is ☑ personally known to me or has ☐ produced _____ as identification and did (did not) take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 1 day of May 2015.

(SEAL)

Notary Public

CARL Holt Smith III

Typed/printed name of Notary

My Commission Expires: _____

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM SERVICE OF PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

First, that **DISASTER PROGRAM & OPERATIONS, INC.**, desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Ponte Vedra Beach, State of Florida, has named C. HOLT SMITH, III, ESQUIRE, located at 233 E. Bay Street, Ste. 930, Jacksonville, Florida 32202, as its Agent to accept service of process within Florida.

DISASTER PROGRAM & OPERATIONS, INC.

By: _____
GABRIELLE BENIGNI, President

DATED: May 1, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

_____
C. HOLT SMITH, III, ESQUIRE
Registered Agent

DATED: May 1, 2015

Date: June 5th, 2024

TO: Disaster Program & Operations Inc.
404 West Palm Drive, #101
Florida City, FL 33034

ATT: Gabrielle Benigni, President

PROJECT DESCRIPTION: **RFQ No. 2024-11-009 - Disaster Debris Monitoring Services**

Disaster Program & Operations Inc. submitted a proposal in response to the above referenced Request for Qualifications (RFQ) on May 31st, 2024.

The Evaluation Committee Members would like to include in their assessment the attached scenario listed in Exhibit "A". The scenario must be received by the Procurement Division no later than 4:00 p.m. on Wednesday, June 12th, 2024, in a sealed envelope. The package must be clearly addressed as described below to ensure proper delivery:

Delivery Location:
Village of Palmetto Bay
Finance Department, Procurement Division
Attn: Alessia Bencomo, Procurement Specialist
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

If you have any questions, please do not hesitate to call me at 305-259-1289 or you may contact me via email at abencomo@palmettobay-fl.gov.

Sincerely,

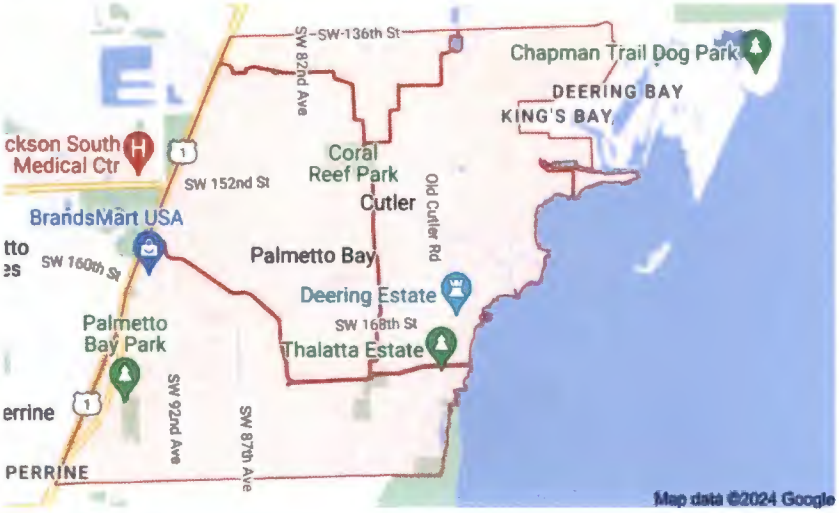
ABencomo

Alessia Bencomo, Procurement Specialist

Disaster Program & Operations, Inc. Disaster Scenario Hurricane Category 3.(See attached EXCEL DP&O Palmetto Bay Mobilization summary, Debris DA & Emergency Hazard Clearing; Debris Removal ROW To DMS or ROW to Disposal (Including Leaner , Hanger, Stumps Monitors).

DP&O Disaster Scenario is based on Hurricane Category 3:

Assume Palmetto Bay area map below divided into 4 Zones, + Parks & Historic Sites (SEE RED LINES PER ZONE).



PRE STORM:

72-48 hrs. pre storm: DP&O Receives Notice to Proceed, Task Order with Not to Exceed Dollar Budget. This can be updated with additional Task Orders if necessary.

1.POST DISASTER MOBILIZATION:

Immediate Post disaster (2-4 hrs. after Storm bands cleared); Mobilize; 1 Project Manager, 4 Monitor Supervisors, and Debris Damage Assessment Team).

2.EMERGENCY ROAD CLEARING:)- based on Debris Removal contractor equipment mobilization and Client Force Equipment /Labor used (if any).

1 Project Manager, 5 Monitor Supervisors (1 PER Zone + 1 Supervisor MONITOR for Truck/Equipment Certification;

5 Monitors (1 per Zone + 1 extra backup); 1 Data Entry.

3.DEBRIS DAMAGE ASSESSMENTS & EMERGENCY DEBRIS HAZARD CLEARING:

Debris Damage & Hazard Assessment: Identify the most critical debris hazards (fallen trees, large debris along public right of way, uprooted trees damage to sidewalks, storm drain systems, fences, buildings ,...).

4. DEBRIS REMOVAL (ROW TO DMS OR ROW TO DISPOSAL FACILITY):

Since Palmetto Bay has many small street and low hanging power lines , Debris Removal equipment can vary from Large Self loader (75 to 100 cy) or Smaller equipment (backhoe w grapple & Skidsteer w grapple and 3-4 dump trucks)

1 Project Manager, 7 Supervisor Monitors (1 per 4 Zone + Parks + 2 Supervisor Monitor at DMS Site /Disposal facility); 3 Monitors per Zone plus 2 Parks/Historic Sites (if any).

STAFF DUTIES: Project Manager: see page 49 of proposal: Available twenty-four (24) hours per day, 7 days a week, or as required by the CITY, or Authorized representative. Coordinates monitors with Debris Removal contractor, and meets with Contractor to discuss/ resolve issues or obstacles.
Provides Logistics to ensure the most time and cost-efficient procedures and processes are maintained. Monitor activities of the field staff to ensure ongoing compliance with applicable rules, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies. Ensure all costs are per FEMA Debris Management guidelines as well as the FEMA Public Assistance Program Guidelines. DP&O Project Management team will prepare and submit operational reports to the Applicant representative(s) throughout the duration of the operation. Daily reports shall document activities and progress from the previous day.

Supervisor Monitors: pg 50 of proposal: Debris Damage Hazards/Assessments am ROW to DMS, ROW to Disposal, Leaner, Hanger and Stumps: . Assist in setting-up and manning the TDSRS. Help train the Site, Tower and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers.

Duties includes but not limited to:

A. Overseeing and supervising loading site and disposal site debris monitoring activities
B. Scheduling debris monitoring resources and deployment timing
C. Communicating and coordinating with CITY personnel
D. Providing suggestions to improve the efficiency of collection and removal of debris
E. Coordinating daily activities and future planning
F. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
G. Using TRKR ADMS Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
H. Documenting and recording measurements and computations using TRKR ADMS,
I. Documenting truck hauling compartment condition using digital photographs
J. Preparing iva TRKR ADMS log of all hauling equipment used by the CITY debris removal contractor
K. compiling, reconciling and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by debris removal contractor
L. Truck Certifications

Monitors: Load site, Leaner, Hanger, Stump: pg 51 of proposal: debris loading site monitors perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract requirements and initiate debris removal documentation utilizing load tickets. Services shall include, but are not limited to:

A. Monitor collection activity of trucks
B. Issue load tickets at loading site for each load
C. Check work area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
D. Notifying Field Supervisor immediately of unsafe work conditions
E. Notifying Filed Supervisor immediately of ADMS malfunction
F. Notifying Field Supervisor immediately of paper load ticket issues
G. Ensuring that Freon-containing appliances are sorted and ready for Freon removal onsite or separating transport for Freon removal before final disposal

H. 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
I. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
J. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
K. Properly monitoring and recording performance and productivity of debris removal crew
L. Remaining in regular contact with Field Supervisor
M. Ensuring that loads are contained properly before leaving the loading area
N. Ensuring that only eligible debris is collected for loading and hauling
O. Ensuring that only debris from approved public areas is loaded for removal
P. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

DEBRIS MANAGEMENT SITE (DMS/TOWER) MONITORING:

DP&O shall provide the following services related to the debris management site;

- Provide DMS monitors to observe debris unloading operations at the Client's designated DMS(s). A minimum of two DMS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the DMS to assure efficient traffic flow and proper handling of load tickets.
- Observe vehicles entering and exiting the DMS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.) DMS monitors are expected to provide volume determination consistent with FEMA.
- Conduct field quality inspections to check and verify information on debris removal and at DMS located throughout the Client.

DP&O PRE-EVENT DISASTER PREP MEETING RECOMMENDATION:

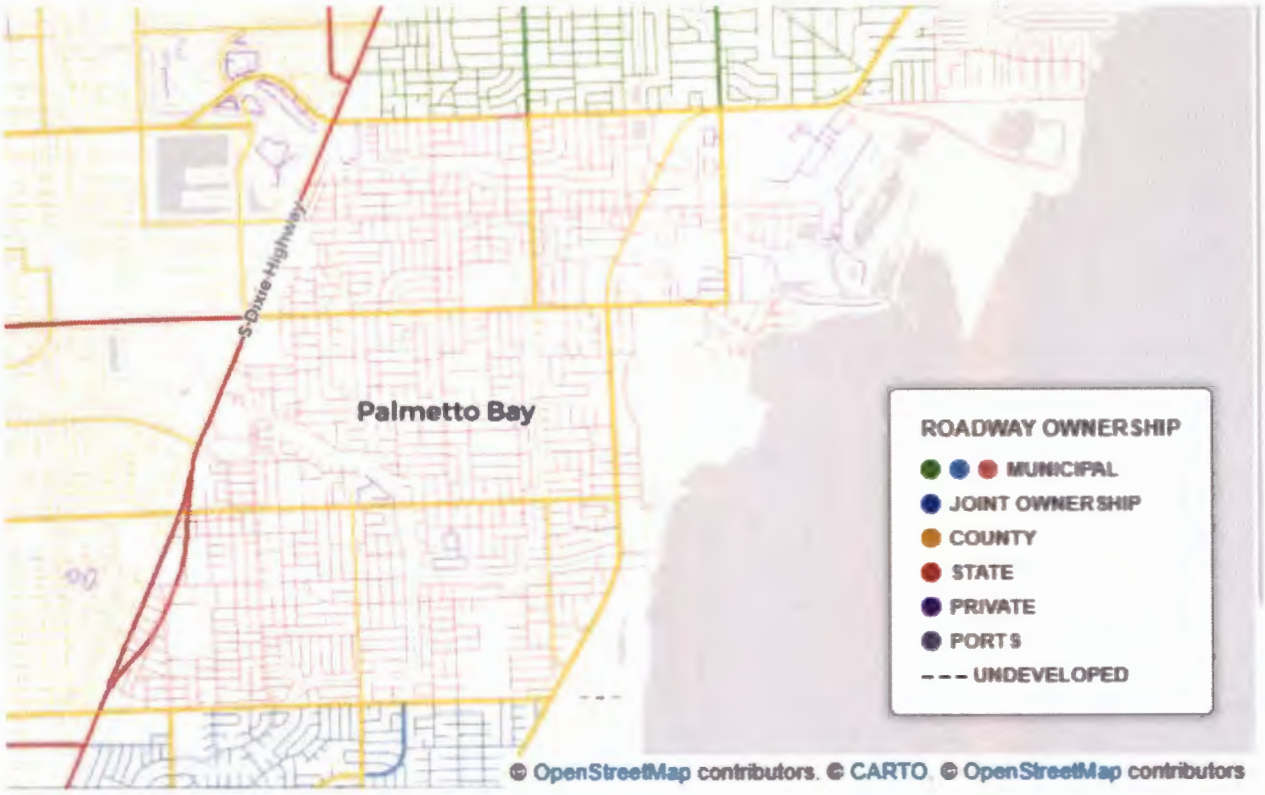
Contract /Disaster Prep Meeting (Onsite or Web ex): Upon contract award DP&O recommends a client meeting with department leads (key staff, engineering, Parks, Public Works/facility managers, etc.). **PRE - EEVENT PLANNING – AS A COURTESY TO CLIENT.**

Emphasize Debris Management planning (DMP) items and FEMA Requirements for (Damage Assessments, Emergency Repairs/ Long Term Recovery documentation); including Temporary Debris Management Site (DMS) locations(1 , plus alternate).

Hold follow up meeting with Debris Removal Contractor for reviewing DMP items: Client Location to meet post disaster and for Debris Removal Truck/Equipment Certification (including Client Force Equipment if any); Responsibilities, Critical Emergency Road Clearing Routes:

Discuss Critical Roads and County Roads (See Below Palmetto Bay Roads Ownership) Discuss Critical Facilities, Priority Zones, Parks, Palmetto Bay Village Center. ("**PBVC**"), Historic /Environmentally sensitive areas for debris removal; DMS Sites and Disposal facilities.

If Palmetto Bay needs to perform Emergency Road Clearing on County Roads (ex: Cutler Road, 152 nd, 184), or wait for County. This can be performed by Palmetto Bay via Mutual Aid; **Also, FHWY Roads** (US 1) if any cleared will be separately documented



PALMETTO BAY: DP&O, Inc. ESTIMATES FOR DEBRIS ASSESSMENTS, EMERGENCY ROAD/HAZARD CLEARING, DEBRIS REMOVAL MONITORING						
	Zone 1	Zone 2	Zone 3	Zone 4	Parks & Historic	TASK TOTALS
DEBRIS DAMAGE ASSESSMENTS ESTIMATE 2 -12 HR DAYS	$ 1,992.00	$ 1,992.00	$ 1,992.00	$ 1,992.00	$ 1,992.00	**$ 9,960.00**
DEBRIS EMERGENCY HAZARD CLEARING MONITORING ESTIMATE - 3 -12 hr days	$ 10,476.00	$ 4,068.00	$ 2,988.00	$ 2,988.00		**$ 20,520.00**
DEBRIS REMOVAL MONITORING ESTIMATE - 2 WEEKS: WK 1 :4 -12 HR	$ 37,488.00	$ 24,948.00	$ 20,988.00	$ 20,988.00	$ 27,852.00	**$ 132,264.00**
ZONES TOTALS	**$ 49,956.00**	**$ 31,008.00**	**$ 25,968.00**	**$ 25,968.00**	**$ 29,844.00**	$ 162,744.00

ALL ZONES COMBINED TOTAL	**$ 162,744.00**

DISASTER PROGRAM & OPERATIONS, INC PALMETTO BAY SCENARIO

ASSUMPTION #1: Based on CAT 3 | *ASSUMPTION #2: 12 Hour Days*

DEBRIS DAMAGE STAFF ASSESSMENTS ESTIMATE PER Zone, + PARKS

ZONES	Monitor Supervisor $45.00	Monitor $38.00	Total Hours 2 Days / Zone	Debris Only Damage Assessment	TOTAL $ COST
Zone 1	1	1	24.00	48.00	$ 1,992.00
Zone 2	1	1	24.00	48.00	$ 1,992.00
Zone 3	1	1	24.00	48.00	$ 1,992.00
Zone 4	1	1	24.00	48.00	$ 1,992.00
PARKS / HISTORIC SITES	1	1	24.00	48.00	$ 1,992.00
TOTAL	5	5	120.00	240.00	$ 9,960.00

PHASE 1 - Emergency Access Routes Clearing — *ASSUMPTION #3: 12 Hour Days for 3 days*

DP&O Emergency Hazard Clearing Monitor Staff Estimate per Zone CAN SCALE UP OR DOWN AS NEEDED PER — Debris Removal Crew: can consist of 1 Self Loader; or Smaller Equipment (backhoe w grapple, Skidsteer w grapple and 3-4 dump trucks)

ZONES	# of Emergency Road Clearing Crews	Project Manager $95.00	Monitor Supervisor $45.00	Monitor $38.00	Data Entry / Admin Asst. $30.00	TOTAL STAFF	TOTAL $ COST
Zone 1	2	1	2	2	1	6	$ 10,476.00
Zone 2	2		1	1	1	3	$ 4,068.00
Zone 3	2		1	1		2	$ 2,988.00
Zone 4	2		1	1		2	$ 2,988.00
TOTAL QTY	8	1	5	5	2	13	$ 20,520.00

DEBRIS REMOVAL DP&O MONITOR STAFF ESTIMATE PER Zone CAN SCALE UP OR DOWN AS NEEDED PER Debris Removal Crews				*ASSUMPTION #1: Based on CAT 3*		*ASSUMPTION #2: Week 1: 12 Hours/day for 4 days left in week = 48 Hours Week 2: 12 Hours/day for 7 days in week = 84 Hours*			
Zones	# Crews	Project Manager $95.00	Monitor Supervisor $45.00	Monitors $38.00 Includes Leaner /hanger, stumps	Data Entry Admin. Asst. $30.00	TOTAL STAFF	TOTAL WEEK 1 $ COST	TOTAL WEEK 2 $ COST	TOTAL $ COST
Zone 1	4	1	1	3	1	6	$ 13,632.00	$ 23,856.00	$ 37,488.00
Zone 2	4		1	3	1	5	$ 9,072.00	$ 15,876.00	$ 24,948.00
Zone 3	4		1	3		4	$ 7,632.00	$ 13,356.00	$ 20,988.00
Zone 4	4		1	3		4	$ 7,632.00	$ 13,356.00	$ 20,988.00
DMS Site/Disposal Facility			2			2	$ 4,320.00	$ 7,560.00	$ 11,880.00
Parks/Historic Sites			1	2		3	$ 5,808.00	$ 10,164.00	$ 15,972.00
TOTAL	16	1	7	14	2	24	$ 48,096.00	$ 84,168.00	$ 132,264.00

**Does NOT Include Monitors or Staff to Support Shelters or Volunteer Management*



VILLAGE OF PALMETTO BAY

FLORIDA

RFQ# 2024-11-009 - DISASTER DEBRIS MONITORING SERVICES



INSIGHT
PLANNING + DEVELOPMENT

RECOVERY MANAGEMENT ASSOCIATES

5030 New Centre Drive, Suite A
Wilmington, NC 28403
C. Ryan Cox, President/CEO
910-392-0060
wilmington@insight-pd.com

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Tab 1

LETTER OF TRANSMITTAL/ APPROACH

LETTER OF TRANSMITTAL

INSIGHT PLANNING + DEVELOPMENT

May 30, 2024

Village of Palmetto Bay
Village Clerk's Office
9705 S. Hibiscus Street
Palmetto Bay, Florida 33157

RE: RFQ # 2024-11-009
Disaster Debris Monitoring Services

To Whom It May Concern:

Insight Planning & Development, LLC (Insight) and Recovery Management Associates (RMA) are pleased to have the opportunity to submit our proposal for Disaster Debris Monitoring Services to the Village of Palmetto Bay. Insight/RMA staff have demonstrated an ability to successfully administer all types of disaster recovery consulting services for its clients, including FEMA's Public Assistance (PA) and Hazard Mitigation Grant Programs (HMGP), Flood Mitigation Assistance (FMA), and Debris Management and Monitoring. We look forward to the opportunity to help successfully implement the Village's debris removal program. Please contact any of our clients to confirm our individual and collective capabilities.

Mike Healy, PE, will serve as Project Manager, and will be assisted by Wayne Floyd and Gordon Ness as Debris Monitor Supervisors. All three project team members have extensive debris monitoring experience in Florida and throughout the country. Two key parts of the Insight team are Mobile Epiphany and Aerotek. The automated debris management system that Insight utilizes is supplied and supported by Mobile Epiphany and has been field tested during several of the major hurricanes to hit the southeast recently, including Harvey, Irma, Maria, and Ida. The Aerotek staffing agency provides the Insight team with qualified, local debris monitors and other field staff as needed. As noted above, our project team has appreciable experience with disaster recovery and emergency management consulting services. We believe our enclosed hourly rate schedule will compare favorably to any you may receive. We have a small, efficient organization in which all individuals work productively on projects

We would welcome the opportunity to discuss this project in more detail during a personal interview. Please contact me if you have questions about our qualifications at 910-392-0060, ext. 104. Thank you for your consideration of our firm to assist the Village of Palmetto Bay on this project.

Sincerely,

C. Ryan Cox, CFM
President/CEO

5030 New Centre Drive, Suite A
Wilmington, North Carolina 28403

910.392.0060 • 252.946.0877
www.insight-pd.com

901 North Breazeale Avenue
Mount Olive, North Carolina 28365

GENERAL RESPONSE/RECOVERY APPROACH

Although every disaster event is different, the requirements as presented in the RFQ are typical of the way Insight approaches a debris monitoring project and are compatible with our past and recent experience providing debris monitoring services to other communities following major hurricanes and other disaster events. Our staff have responded to most major natural and man-made disasters since Hurricane Fran struck NC in 1996 and will bring this wealth of experience to assist the Village with its debris removal operations. Our debris monitoring team was created to ensure that our clients can plan for, respond to, and recover from the effects of natural or man-made disasters. There is nothing contained in the RFQ that is different from our prior experience or beyond our capabilities. We will utilize this experience and work closely with the Village to customize our work plan in accordance with each event.

Our strengths and experiences are varied, with several listed below:

- We have a trained and experienced staff to support any response and recovery efforts after a natural or man-made disaster.
- We have full-time and on-call part-time employees with disaster and debris management experience.
- Our partnership with Mobile Epiphany provides a field tested, reliable, and flexible ADMS system that is capable of any type of debris tracking and has been successfully used by Insight staff.
- Our partnership with Aerotek provides unlimited local debris monitors within 24-48 hours, trained and managed by our experienced staff.
- We have ongoing personal relationships with staff from the Federal Emergency Management Agency (FEMA) and other federal and state agencies involved in disaster recovery.
- We can utilize Insight environmental staff to provide guidance and assistance regarding the federal, state, and local regulatory requirements associated with disaster debris and recovery operations.

Our disaster management team is comprised of professional emergency managers who have worked at all levels of government and are thoroughly experienced in the incident command system (ICS). Insight/RMA staff have managed debris removal monitoring or management operations on the local, city, county, and state levels. In addition to management of debris recovery projects, we have also assisted our clients with an array of pre- and post-disaster recovery and mitigation activities.

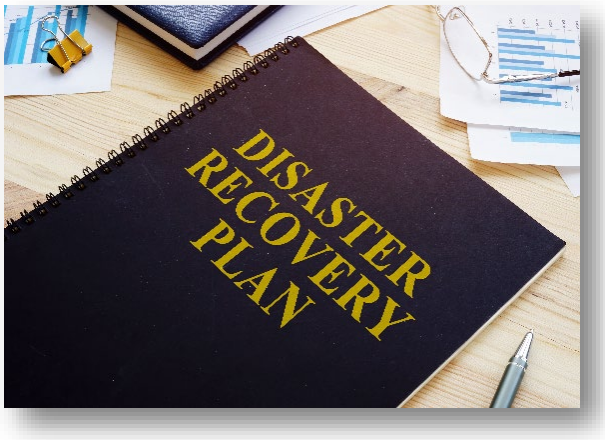
The Insight/RMA team understands how important the removal of debris is after a disaster and has learned that the following items are crucial components to successful debris removal operations:

- ***Response.*** Our experienced staff is on 24-hour call and capable of providing detailed damage assessments and identifying specialized debris removal problems, including hands-on solutions for debris problems. Our Project Manager, Mike Healy, is located in Tampa, Florida, and will mobilize to the Village before a landfalling hurricane. We can provide the Village with the assurance that a disaster expert will be available pre-storm to assist with preparing for a potential landfall.

- ***Rapid Deployment.*** Our debris monitoring team has established a response cadre on 24-hour alert. With the addition of Aerotek's capabilities, we will be able to recruit and train any number of local debris monitors needed throughout the debris removal operations.

- ***Damage Assessment.*** Insight has assisted many of our clients with the assessment of damage to public facilities following major disaster events. This effort includes the assessment of debris quantities, damages to roadways and maintained structures and facilities in the public right-of-way, fencing, drainage structures, buildings and other facilities.

- ***Debris Planning.*** Our staff has produced planning documents for numerous recovery efforts and is currently involved in debris planning for several clients, including a debris management plan revision for Newport News, VA. This work includes selecting appropriate sites for temporary debris storage and reduction and citizen drop-off sites, including the collection of baseline data.



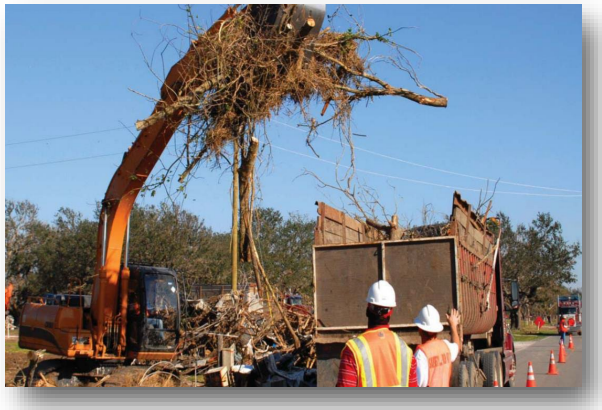
- ***Training/Exercises.*** Insight provides operations and safety training for all field staff before deployment into the field.

- ***Compliance and Grants Management.*** We have extensive experience with the federal grants process and all funding sources relevant to emergency management including FEMA, the Federal Highway administration (FHWA), the Natural Resources Conservation Service (NRCS), and the Department of Housing and Urban Development (HUD).

- ***Procurement and Contracting.*** Assisting our clients with procuring competent contractors is one of our firm's core capabilities. In recent years, we have expanded this assistance to the emergency management area. Our knowledge of emergency management principles coupled with our knowledge of the federal procurement and contracting requirements can help our clients develop suitable technical specifications to ensure that they hire the right contractor at a reasonable price.

- ***Community Relations.*** Our team understands the importance of providing accurate information regarding the debris operations that can be used to inform the public, as well as following up quickly on all citizen complaints. Maps can be provided to the public on a regular basis showing the debris removal progress, which can minimize citizen calls to the Village.

As a result of our extensive experience with debris monitoring, we are aware of the difficulties that arise during such an operation. These include logistical problems such as deploying large numbers of workers to the field, issues with debris haulers not showing up or suffering mechanical breakdowns with their equipment, and issues with data collection and reporting among many others.



Our teams practical experience in the area of debris monitoring has also taught us that the key to project efficiency and effectiveness—and ultimately client satisfaction--is communication and continuous feedback from the field regarding contractor progress. Communication is essential to identifying when a crew or contractor is capable of efficiently completing the tasks defined in their contract specifications. It allows the client to address and correct concerns early in the process and allows the project team to address potential conflicts before they become an obstacle to project completion. We will meet with Village and debris hauler representatives every morning during the debris removal operation to scope out the day's work, identify deficiencies, and take corrective actions as necessary. Ultimately, this system of collaboration and discussion reduces quality control costs because it decreases the overall time for project completion and prevents unnecessary conflict.

We have learned that a properly trained and experienced field staff saves our clients time and money because our work progresses more efficiently with fewer problems. Because we pay our employees slightly more than some of our competitors, we are able recruit and train quality, local field inspectors who provide better services to our clients. Maintaining this group of disaster professionals increases efficiency and decreases problems in the field because these personnel have previously worked in a post-disaster environment and are familiar with the typical issues that arise during a debris operation. Our system of recruiting and training quality field staff is well tested.



AUTHORIZED FIRM REPRESENTATIVES

C. Ryan Cox, CFM, President/CEO
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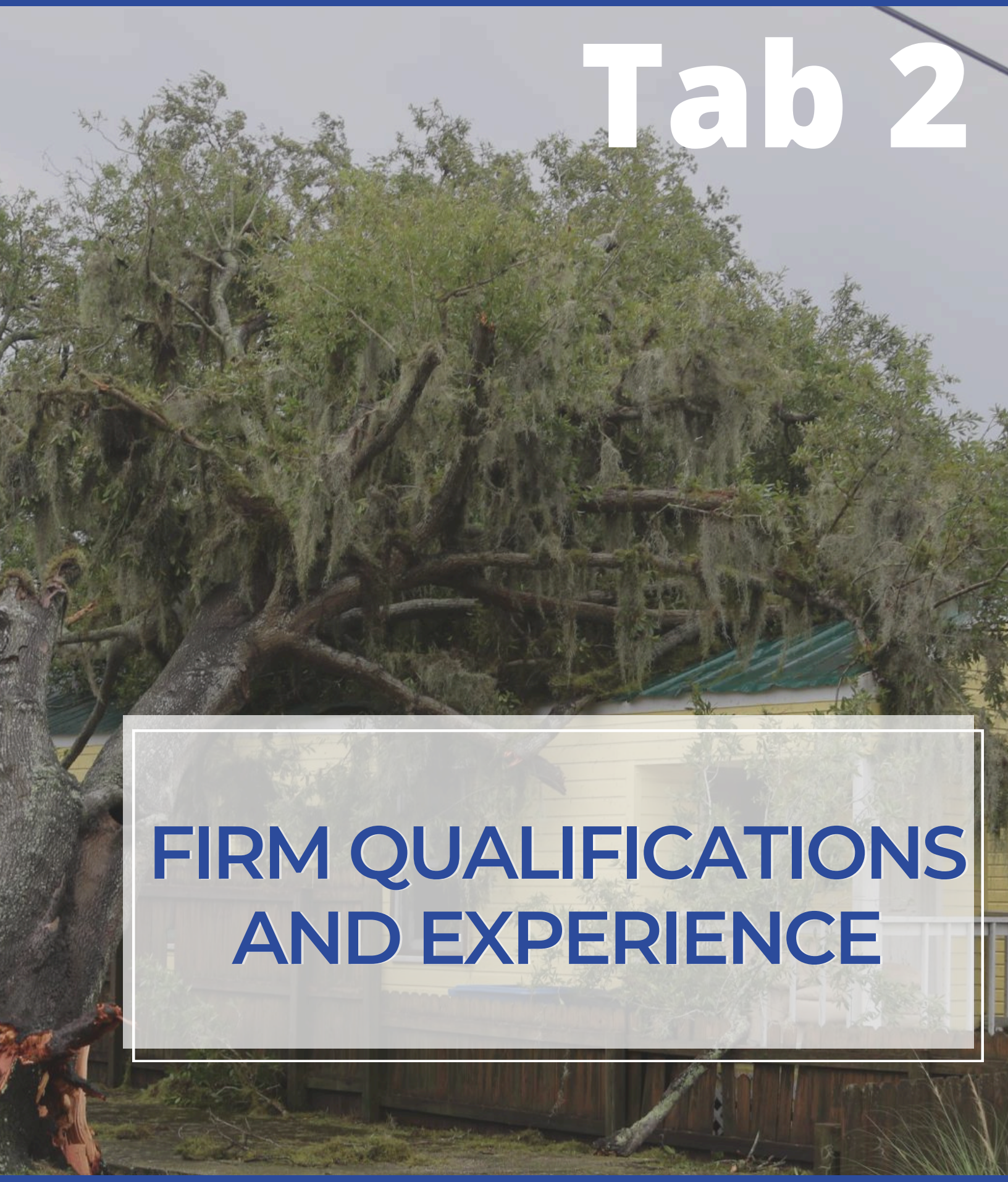


Tab 2

FIRM QUALIFICATIONS AND EXPERIENCE

FIRM PROFILE – INSIGHT PLANNING & DEVELOPMENT



Founded in 2020, **Insight Planning & Development, LLC** (Insight) is a Service-Disabled Veteran-Owned Small Business based in Wilmington, North Carolina offering quality comprehensive planning and grant management consultant services.

Our staff consists of qualified professionals with an average of 25 years' experience in community development, planning, and hazard mitigation. The firm and staff members maintain memberships/certifications from the following organizations: American Planning Association, American Institute of Certified Planners, Association of State Floodplain Managers, NC Association of Zoning Officials, Community Development Academy, and North Carolina Home Inspector Licensure Board.

The firm has extensive experience in the preparation of CAMA land use and comprehensive plans, as well as UDOs and zoning/subdivision ordinances. Other planning experience includes GIS services, preparation of hazard mitigation plans, emergency operations plans, recreation plans, and comprehensive housing strategies. Insight also provides general planning services, including re-zoning requests, site plan review, and other technical planning reviews.

Insight has been actively involved in Disaster Recovery Programs in the Southeast, including the management of numerous Hazard Mitigation Grant Program (HMGP) elevation/acquisition/reconstruction projects, and ongoing management of Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG), HOME projects, and locally funded housing rehabilitation programs. The Insight team has completed over 200 CDBG programs, over 100 Mitigation programs, and overseen the construction of over 3,000 homes in terms of rehabilitation, elevation, or reconstruction.

Insight Planning & Development is committed to providing exceptional services and expertise to our clients.

Disabled Veteran Owned Small Business
SDVOSB
Service
CVE

A Service Disabled Veteran Owned Small Business

Contact Information

Insight Planning & Development, LLC
5030 New Centre Drive, Suite A
Wilmington, North Carolina 28403

Phone: (910) 392-0060
Email: wilmington@insight-pd.com
Website: www.insight-pd.com

Type of Organization
Limited Liability Company
C. Ryan Cox, CFM
President/CEO

SUMMARY OF SERVICES

Planning Services

- Comprehensive Land Use and Revitalization Planning
  - Code and Ordinance Preparation, including Unified Development Ordinances
  - Comprehensive/Growth Management Plans
  - Economic Development Plans
  - Downtown Plans
  - Open Space Plans
  - Shoreline Access Plans
  - Redevelopment Plans
  - Public Involvement Plans and Charrettes
  - Zoning and Planning Administration
  - Graphics, Mapping, and Auxiliary GIS
- Emergency Management Planning
  - Emergency Operations Plans
  - Regional Emergency Response Planning
  - Continuity of Operations Plans (COOP)

Development Services

- Environmental Review Records
- Analysis of Impediments to Fair Housing Choice/Assessments of Fair Housing
- CDBG Program Applications and Administration
- NCHFA Program Administration
- Housing Rehabilitation/Relocation Administration
- Housing Needs Assessment
- Airport Land Acquisition and Relocation Assistance







Natural Hazard Mitigation/Resiliency Projects

- Hazard Mitigation Plans
- Hazard Mitigation Grant Program Project Management
- Pre-Disaster Mitigation Project Management
- Building Resilient Infrastructure and Communities Project Management
- Flood Mitigation Assistance Project Management
- Floodplain Mitigation Project Types:
  - Advance Assistance
  - Acquisition/Demolition
  - Acquisition/Relocation
  - Elevation
  - Mitigation Reconstruction

Construction Management

- Budget Development
- Conceptual and Detailed Estimating
- Scheduling
- Scope of Work Development
- Bid Preparation
- Procurement Support
- On-Site Construction Supervision
- Existing Conditions Investigations
- Cost Control
- Quality Control
- Owner and Contractor Meetings
- Project Status Reporting
- Inspections

FIRM PROFILE – RECOVERY MANAGEMENT ASSOCIATES

RECOVERY MANAGEMENT ASSOCIATES, LLC (RMA)

Recovery Management Associates, LLC (RMA) was formally organized in September of 2011, in order to provide emergency management services to Newport News Public Works after Hurricane Irene. Wayne has worked for Newport News under previous Emergency Management Consultant contracts dating back to Hurricane Isabel in 2003. Wayne has assisted several jurisdictions in procuring FEMA compliant 2 CFR debris management services from debris removal and monitoring contracts, developing Debris Management Plans, and Public Works Division specific debris response and recovery training.

RMA's management and systematic approach to Disaster Debris Management has provided 100% reimbursement of FEMA PA Cat: A-Debris cost reimbursement for multiple declared disasters since Hurricane Irene. The success in obtaining 100% funding from the PA Grant is due in part to the constant monitoring of FEMA PA Program and Policy changes and incorporating those changes into the disaster management contracts procurement and project management.

RMA has the appropriate experience and reach back capability to execute the scope of services described in this Request for Proposals (RFP), ensuring that the Village gets maximum reimbursement for eligible project cost. Wayne offers an existing relationship with debris monitoring programs that brings a solid understanding of emergency preparedness posture, challenges, and goals and priorities. This intricate knowledge of Federal funding reimbursement requirements and disaster response and recovery services make RMA uniquely qualified to continue to fulfill the requirements of this RFP.

Contact Information

Recovery Management Associates, LLC
8212 Canthy Circle
Garner, North Carolina 27529

Contact Name: Wayne Floyd, Owner
Phone: (919) 369-4685
Email: mendlewayne.floyd@gmail.com

Type of Organization
Single-Member Limited Liability Company

List of Services

- Emergency Management Planning
- Disaster Response and Recovery Services
- Disaster Mitigation

LITIGATION

Insight Planning & Development has no past or pending litigation or disputes relating to the work described within the Village's RFP within the last five (5) years.

FINANCIAL INFORMATION

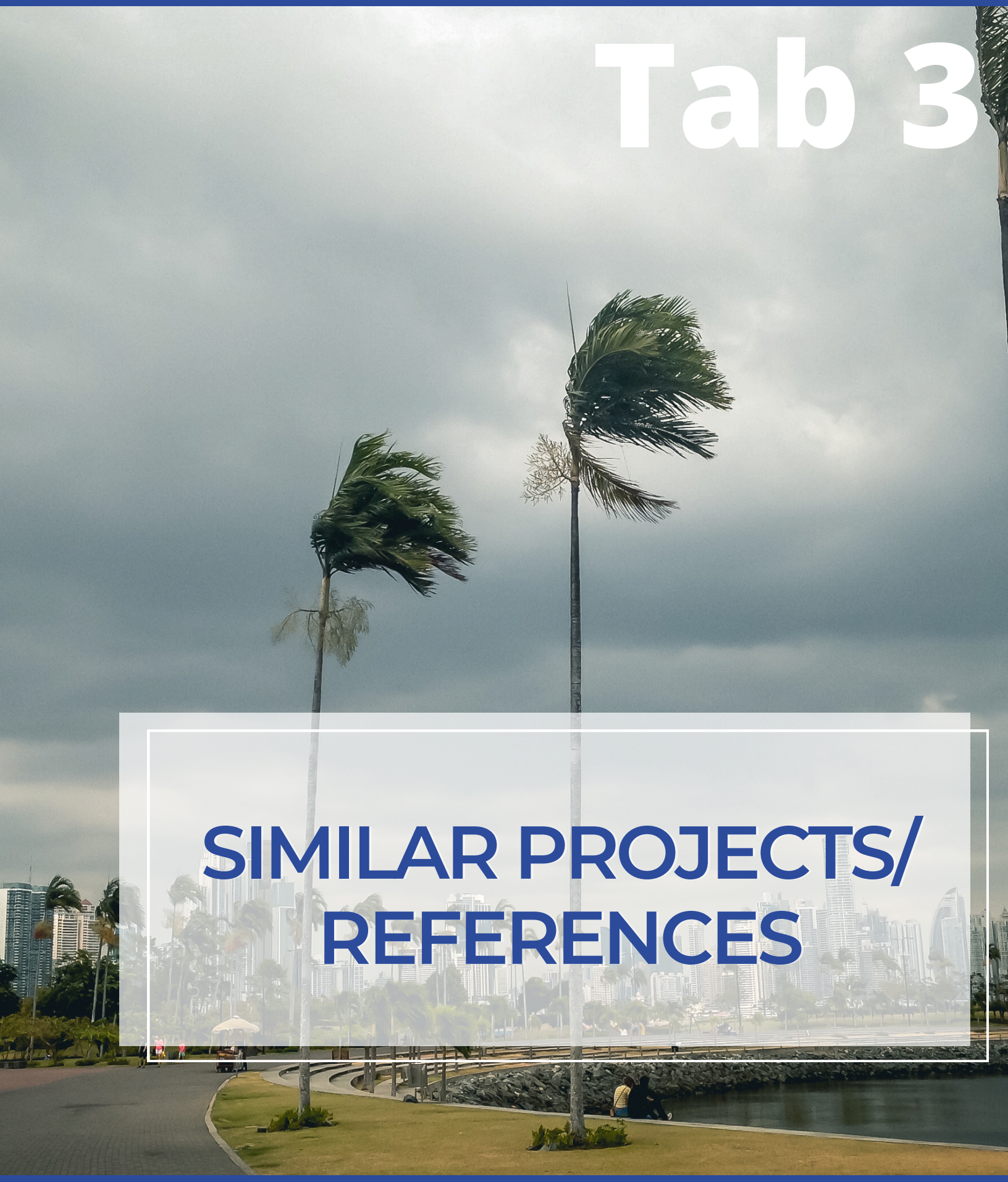
Financial statements for the past three (3) years for Insight Planning & Development are provided in Tab 7 Required Forms. The financial statements contain Confidential Financial Information and should NOT be released to the public.

SUBCONTRACTORS

Recovery Management Associates, LLC
8212 Canthy Circle
Garner, North Carolina 27529
Contact Name: Wayne Floyd, Owner
Phone: (919) 369-4685
Email: mendlewayne.floyd@gmail.com

Mobile Epiphany
2675 S. Abilene Street, Suite 100
Aurora, Colorado 80014
Contact Name: Glenn Kletzky, Sr. Design Engineer
Phone: (720) 270-7378
Email: glenn@mobileepiphany.com

Aerotek
3600 Arco Corporate Drive, Suite 600
Charlotte, North Carolina 28273
Contact Name: Stephen Byrd, Account Manager
Phone: (704) 329-8142
Email: stebyrd@aerotek.com



Tab 3

SIMILAR PROJECTS/ REFERENCES

PREVIOUS EXPERIENCE & REFERENCES

Insight has been actively involved in disaster recovery and community development programs in the Southeast, including several Public Assistance and debris management projects, numerous Hazard Mitigation Grant Program (HMGP) elevation/acquisition/reconstruction projects, and ongoing management of Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG), HOME projects, and locally funded housing rehabilitation programs.

Personnel from Insight and RMA have performed debris management and monitoring services for several other counties in eastern NC and VA and throughout the country since Hurricane Fran in 1996. Our combined project team has provided debris monitoring services for projects reimbursed by the Federal Emergency Management Agency's Public Assistance Program (FEMA PA), the Federal Highway Administration's Emergency Relief Program (FHWA ER), the Natural Resource Conservation Service's Emergency Watershed Protection Program (NRCS EWP), and other state and federal disaster recovery grant programs.

Since Insight was formed in 2020, we have been assisting clients with the FEMA PA program. Insight and RMA successfully completed the Hurricane Florence response and recovery efforts in North Carolina, where we assisted several counties in navigating the entire FEMA PA process. This effort included managing debris removal operations, providing support for the Request for Public Assistance, helping gather the Damage Description and Dimensions (DDDs) of the damages, formulating the projects in FEMA's Grants Portal, requesting reimbursements, and helping with closeouts. We helped New Hanover and Craven Counties receive all eligible FEMA reimbursement for Category A – Debris as well as all eligible Category B-G costs. This success can be attributed to our combined efforts to establish a comprehensive pre-event contract for debris removal and monitoring, and completely and accurately tracking all the documentation required for FEMA reimbursement, including contracts, materials, and all force account labor and equipment.

Throughout our projects, we believe that we have proven our commitment to serving our clients in a timely and professional manner. Our familiarity with the emergency management challenges, goals, and priorities that affect counties and local governments and our hands-on experience in all phases of emergency management qualify our project team as the best choice to provide these services to the Village.

Below are several projects that are similar to the services requested here, and that highlight our recent experience.

Emergency Management Consulting Services
City of Newport News, Virginia

INSIGHT PLANNING + DEVELOPMENT | RMA

Project Overview

RMA has been providing Emergency Management Services to Newport News, Virginia since May 15, 2011, and has responded to every federally declared disaster impacting the City of Newport News from Hurricane Irene in 2011 to Hurricane Isaias in 2022. Insight teamed with RMA in 2023 and was awarded the City's on-call Emergency Management Services contract. Insight and RMA continue to serve Newport News under this newly executed contract with Insight.

The Insight team provides a broad spectrum of emergency management services to City of Newport News Public Works Department through its contract with City of Newport News Solid Waste Division. Services provided include development a comprehensive Debris Management Planning (DMP), training for Initial Damage Assessment (IDA), Federal procurement, 2 CFR compliant documents and procurement procedures for disaster services that are utilized through a Cooperative Purchasing Agreement (CPA) by all City of Newport News Divisions and Public Schools.

The Insight team serves as the Disaster Services Authorized Representative for City of Newport News during disaster events responsible for the county provided Debris Management Sites (DMS's) oversight, management of disaster Debris Removal, Management and Monitoring contractors and contract administration. Insight provides initial FEMA Public Assistance Grant administration for all departments and assists the City in identification and development of 406 mitigation grants.

Insight most recently participated in Public Works Department-wide Initial Damage Assessment (IDA) Training, FEMA Public Assistance documentation and Grants Portal use, and updated FEMA Equipment cost in the City's Department wide CityWorks work order system. The Insight team has completed 2 CFR Compliant RFPs for Disaster Debris Removal, Disaster Debris Monitoring, and RFP's specific to recovery efforts for the City's Stormwater Division. Our latest Task Order is to permit and develop a scope and cost estimate for establishing a 27-acre Debris Management Site (DMS) near the City's Newport News Shipyard Historic District.

The Insight team also provides FEMA Public Assistance Grant administration, project development, and 406 FEMA and 404 State Mitigation Grant application for the City of Newport News. RMA was able to identify over $100,000 of mitigation and recovery grants for the City's Wastewater Division after Hurricane Irene and has established a relationship with their engineering group that continues to identify potential 406 and 406 mitigation opportunities.

PROJECT INFORMATION

CLIENT

City of Newport News, VA

CONTACT

Amy Davis
Solid Waste Division Director
City of Newport News
513 Oyster Point Road
Newport News, VA 23602
757-269-2852
davisag@nnva.gov

PROJECT YEARS

2023-2028

Emergency Management Consulting Services
Craven County, North Carolina

INSIGHT PLANNING + DEVELOPMENT | RMA

Project Overview

RMA has been providing Emergency Management Services to Craven County since November 2010 and has responded to every federally declared disaster to impact Craven County from Hurricane Irene in 2011 to Hurricane Florence.

The Insight/RMA team provides a broad spectrum of emergency management services to Craven County through its contract with Craven County Solid Waste. Services provided include development a Debris Management Planning (DMP), training for Initial Damage Assessment (IDA), Federal procurement, 2 CFR compliant documents and procurement procedures for disaster services that are utilized through a Cooperative Purchasing Agreement (CPA) by all Craven County Departments, cities and towns that are located within the jurisdictional boundaries of Craven County.

Insight/RMA staff serve as the Disaster Services Authorized Representative for Craven County during disaster events responsible for the county provided Debris Management Sites (DMS's) oversight, management of disaster Debris Removal, Management and Monitoring contractors and contract administration. RMA provides initial FEMA Public Assistance Grant administration for all departments and assist the County in identification and development of 406 mitigation grants.

Insight/RMA most recently participated in development of projects funded through FEMA as a result of Hurricane Florence. RMA managed the debris recovery operations for the County, Parks, and participating CPA communities. RMA was able to identify over $10 M of mitigation and recovery grants for the county's convention Center, courthouse, and Countywide Water System.

The project team also provides application and administration other grant funding sources such as United States Department of Agriculture, Natural Resources Conservation Service, Emergency Watershed Protection; Goldleaf Foundation, and North Carolina Department of Agriculture and Consumer Services Emergency Watershed Protection.

Insight/RMA also provides FEMA Public Assistance Grant administration, project development, and 406 FEMA and 404 State Mitigation Grant application for the Craven County School Board. RMA has assisted in acquiring Goldleaf foundation, 406 and 404 Mitigation Grants over $4M to provide emergency standby generators in schools.

PROJECT INFORMATION

CLIENT

Craven County, NC

CONTACT

Chad Strawn, Planning Director
Craven County Planning & Inspections
2828 Neuse Boulevard
New Bern, NC 28562
252-636-6618
cstrawn@cravencountync.gov

PROJECT YEARS

2013-2028



Disaster Recovery Services

New Hanover County, North Carolina

***Insight was a sub-consultant to Ardurra - Mike Healy was the Project Manager for the work.**

Project Overview

Insight was part of the team that provided disaster recovery services to New Hanover County following Hurricane Florence. The work included program/project development and financial and grants management support for the County's FEMA Public Assistance (PA) grants, FEMA's Hazard Mitigation Grant Program (HMGP), and the Hurricane Florence Disaster Recovery Act (DRA) grants. The Insight team helped the County identify all eligible PA damages and develop FEMA's Damage Inventory (DI), and successfully submitted over $23M of eligible PA projects with all associated required documentation into FEMA's Grants Portal within six months of the task orders being issued. While completing these projects in Grant Portal, the team trained several County staff to be able to complete the remaining projects. Concurrently, the Insight team assisted the County in applying for several HMGP and DRA grants related to Hurricane Florence. These projects included 29 drainage improvement projects and 21 housing rehabilitation and reconstruction projects.





INSIGHT PLANNING + DEVELOPMENT

PROJECT INFORMATION

CLIENT

New Hanover County, NC

CONTACT

Eliza Baldwin
Senior Strategy Analyst
New Hanover County Office of Strategy
230 Government Center Drive, Suite 195
Wilmington, NC 28403
910-798-7475
ebaldwin@nhcgov.com

PROJECT YEARS

2018-2022

FEMA Public Assistance Program Services for Hurricane Irma

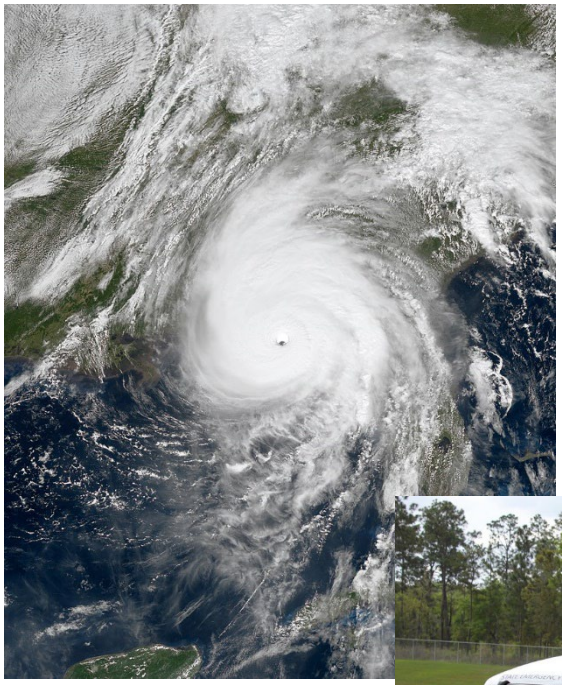
Florida Division of Emergency Management (FDEM)

*Project performed by Mike Healy prior to joining Insight.

INSIGHT PLANNING + DEVELOPMENT

Project Overview

As the Senior Consultant, Mike helped train and lead the team in providing staff augmentation to FDEM to provide grants management support for the Hurricane Irma recovery in FDEM Region 5. The project consists of reviewing all small and large Project Worksheets (PWs) before obligation to assure that Public Assistance policies were followed, all scopes of work are appropriate against the category of work, all procurement requirements were followed, and all source documentation is appropriate and eligible when performing the 100% validation of all costs to justify the obligation of the PWs. The team has been vital in applying programmatic knowledge of the FEMA Public Assistance Program and assisting the sub applicants in Region 5.





PROJECT INFORMATION

CLIENT

Florida Division of Emergency Management

CONTACT

Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
850-815-4000

PROJECT YEARS

2017-2018

Horry County Solid Waste Authority (HCSWA)

Horry County, South Carolina

RMA

Project Overview

RMA provides a broad spectrum of emergency management services to HCSWA that include Debris Management Planning (DMP), Initial Damage Assessment (IDA), Emergency Operations Planning (EOP) for the HCSWA Landfill facility, Federal procurement 2 CFR compliant documents and procurement procedures for disaster services that are utilized through a Cooperative Purchasing Agreement (CPA) by all Horry County Departments, cities and towns that are located within the jurisdictional boundaries of Horry County. RMA staff serve as the Disaster Services Authorized Representative for HCSWA during disaster events responsible for onsite operations, Debris Management sites (DMS's) operations, FEMA and State Public Assistance Grant Administration, and 406 Mitigation Grant development.

RMA also provides assistance and yearly training to all CPA participants regarding FEMA and SC State disaster specific guidance, FEMA policy and procedural updates and directives.

The services provided above are also made available to the CPA participating entities during all types of disaster event, not just federal and state declarations. RMA recently assisted the City of North Myrtle Beach and town of Briar Cliff Acres with contractor services to address impacts from Hurricane Ian that did not impart the magnitude of damages and intensity that resulted in a formal declaration.

RMA has provided services to HCSWA since 2011 and Wayne Floyd has been involved in providing disaster response services to Horry County, SC since the severe ice storm of 2002.



PROJECT INFORMATION

CLIENT

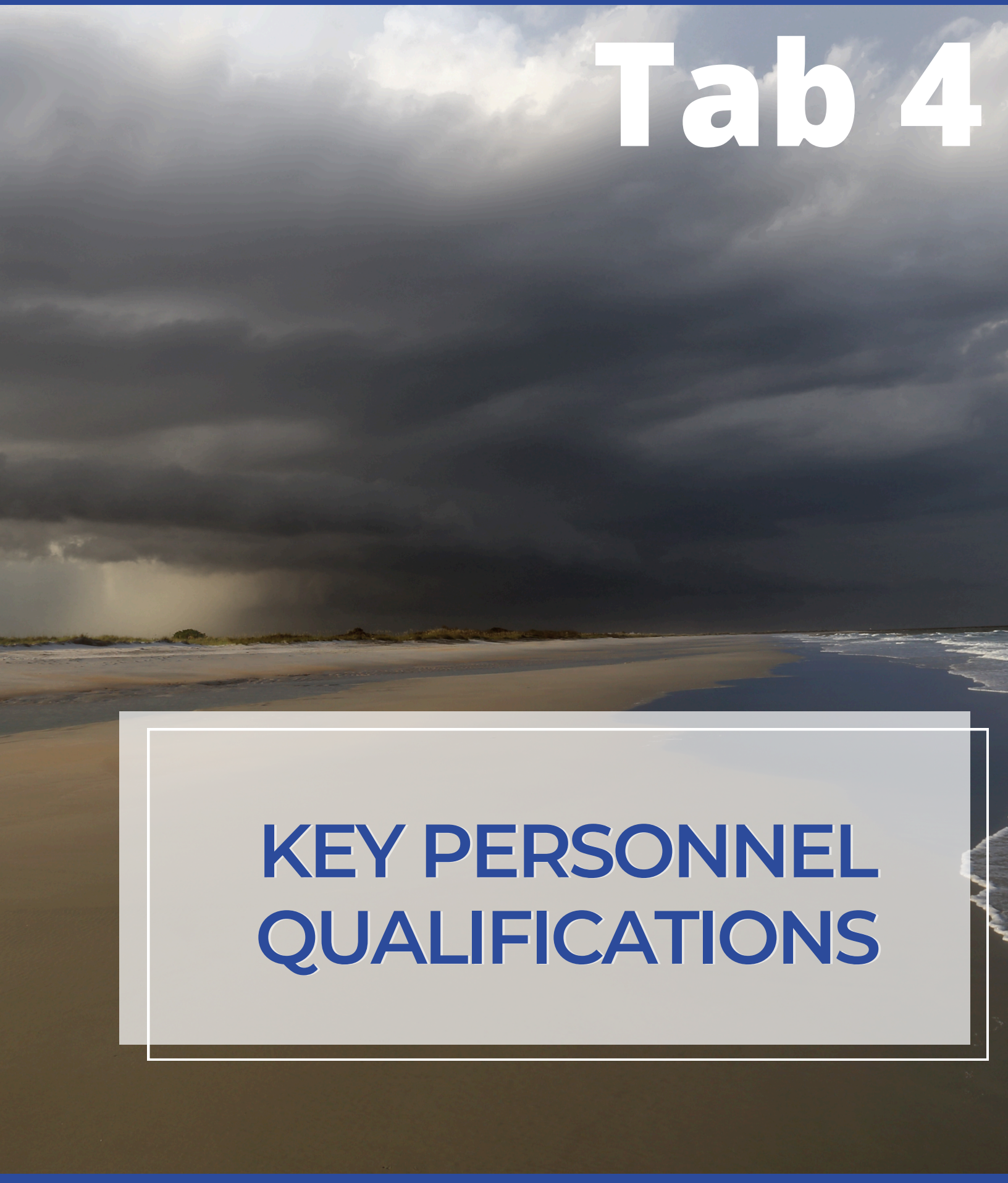
Horry County Solid Waste Authority (HCSWA)

CONTACT

Mike Bessant
Horry County
1886 Highway 90
Conway, South Carolina 29528
843-347-1651
mbessant@solidwasteauthority.org

PROJECT YEARS

2018-Present

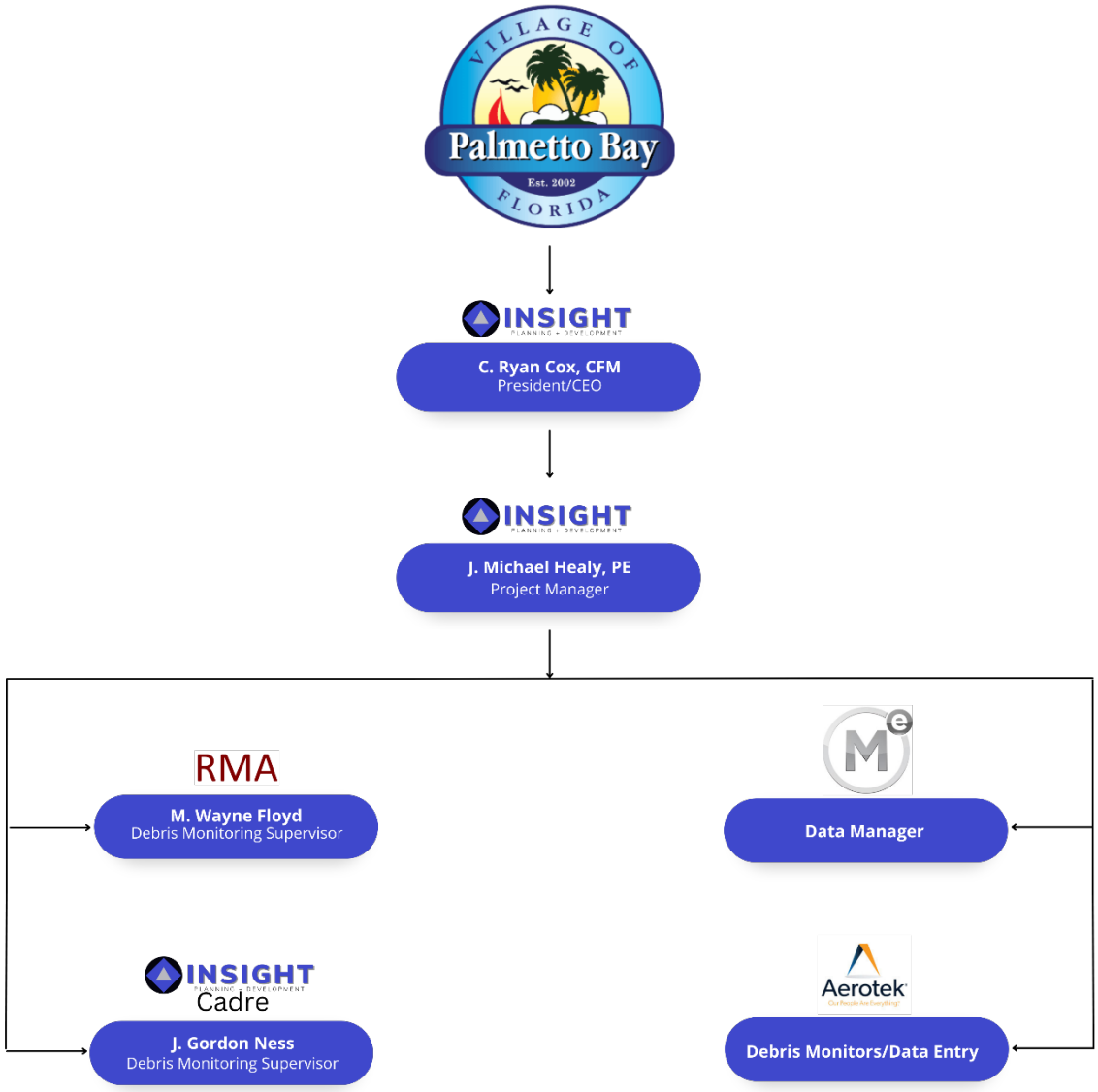


Tab 4

KEY PERSONNEL QUALIFICATIONS

HISTORY & ORGANIZATION

Insight is a **Service-Disabled Veteran-Owned Small Business** based in Wilmington, North Carolina offering quality comprehensive planning and grant management consultant services. Insight was formed as a Limited Liability Company in 2020 by C. Ryan Cox. Insight began performing FEMA PA grants management for several counties and cities in 2020 in eastern Virginia and North Carolina. The capabilities and skills of the proposed staff are provided in this section.



DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

4/15/2022
In Reply Refer To: **00VE**

Mr. Christopher R. Cox
Insight Planning & Development, LLC
SAM UEI: NHR5G7VB36S8
5030 New Centre Drive, Suite A
Wilmington, NC 28403

Dear Mr. Cox:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Insight Planning & Development, LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at https://www.vetbiz.va.gov/. Insight Planning & Development, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Insight Planning & Development, LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Insight Planning & Development, LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses:
http://www.va.gov/osdbu/verification/whatsNext.asp.

To ensure that Insight Planning & Development, LLC is correctly listed in the Vendor Information Pages, check Insight Planning & Development, LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Insight Planning & Development, LLC is presently, as of the issuance of this notice, in compliance with the regulation, Insight Planning & Development, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days

could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Insight Planning & Development, LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Insight Planning & Development, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Insight Planning & Development, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Insight Planning & Development, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Insight Planning & Development, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,



John Perkins
Director
Center for Verification and Evaluation

STAFF CAPABILITIES AND ROLES

The Insight/RMA Project Team has the appropriate experience and reach back capability to execute the planning, response, recovery, and mitigation phases of this RFP ensuring the Village gets maximum reimbursement for eligible project costs. Wayne Floyd with RMA has worked with the City of Newport News since 2003 in some capacity related to disaster management. He has given training sessions to the Public Works staff on various response and recovery issues and made many informal visits to update the staff on FEMA or FHWA policy changes.

Company	Project Team Member/ Proposed Role	Role Description
INSIGHT PLANNING + DEVELOPMENT	**C. Ryan Cox, CFM** President/CEO	As President/CEO of Insight, Ryan will be the primary client contact for contractual issues and any concerns related to overall project quality.
INSIGHT PLANNING + DEVELOPMENT	**J. Michael Healy, PE** Senior Project Manager	Mike will be the on-site Senior Project Manager responsible for overall project oversight and training. He will assume direct responsibility for maintaining effective liaison with other professionals involved in the preparedness, planning, and recovery process, ensuring satisfactory compliance with federal and state guidelines, and maintaining a mutually beneficial relationship between Insight and the Village of Palmetto Bay staff.
Subcontractors RMA	**M Wayne Floyd** Debris Monitor Supervisor	Wayne will be an on-site Debris Monitor Supervisor responsible for managing day-to-day field operations, assigning monitors to debris crews, providing eligibility determinations, responding to public inquiries, and developing daily operational reports for the Village.
INSIGHT PLANNING + DEVELOPMENT Cadre	**J. Gordon Ness** Debris Monitor Supervisor	Gordon will be an on-site Debris Monitor Supervisor responsible for managing day-to-day field operations, measuring and certifying all contractor equipment, overseeing all debris staging sites, and providing eligibility determinations.
Me	**Mobile Epiphany** Data Manager	Insight's Automated Debris Management System (an ADMS called Krinkle Debris Tracker, made by Insight's technology partner, Mobile Epiphany) works on all Android and Apple devices. It has a comprehensive Truck certification module that ensures timely and accurate certification of a large volume of trucks in a single day if required.
Aerotek	**Aerotek** Debris Monitors/ Data Entry Clerks	The Aerotek staffing agency will provide the Insight/RMA project team with qualified, local debris monitors and other field staff as needed.

INSIGHT PLANNING + DEVELOPMENT

C. Ryan Cox, CFM

President/CEO



Ryan has extensive experience in FEMA hazard mitigation grants as a former State Hazard Mitigation Officer for the NC Division of Emergency Management. He was responsible for the development, implementation, and timely close-out of grants from HMGP, FMA, and PDM programs and managed $400 million across 16 FEMA Hazard Mitigation Assistance funding streams. Ryan played an instrumental role in the development of the State of North Carolina Enhanced Hazard Mitigation Plan approved in 2018. His experience in the hazard mitigation planning division at the state level provides great context for communities dealing with UDO updates, comprehensive land use plans, resiliency plans, and other regulatory planning services.

Ryan joined the United States Air Force (USAF) in 2003 which led to his career in Emergency Management. His background also includes two tours to Iraq in support of Operation Iraqi Freedom, serving as Staff Sergeant and in multiple roles in Utility Systems, Asbestos/Mold Abatement, and other civil engineering roles. His service spanned 6 years and he is a proud United States Military Veteran.

He previously served as a Commissioner for the Town of Calypso in addition to actively volunteering on the Calypso Volunteer Fire Department. His experience as a Town Commissioner has provided significant value and perspective with regard to delivering quality municipal consulting services for the firm's projects.

PROFESSIONAL AFFILIATIONS

Certified Floodplain Manager
NC Association of Floodplain Managers
SC Hazard Mitigation Association
American Planning Association
NC and SC Chapters

EDUCATIONAL BACKGROUND

American Military University,
Charles Town, WV
-2012-2016 (Political Science)

YEARS OF EXPERIENCE: 15+

RELEVANT PROJECT EXPERIENCE

Regional Hazard Mitigation Plans
Albemarle Regional Hazard Mitigation Plan
Neuse River Basin Regional Hazard Mitigation Plan
Northeastern NC Regional Hazard Mitigation Plan
Pamlico Sound Regional Hazard Mitigation Plan

Camden County, North Carolina
Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Matthew State Acquisition & Relocation Fund

Craven County, North Carolina
2017 CDBG-Neighborhood Revitalization Program
Hurricane Florence HMGP Expedited Acquisition Program

Duplin County, North Carolina
Hurricane Florence HMGP Expedited Acquisition Program
2022 Land Use Plan

Havelock, North Carolina
2021 CAMA Land Use Plan

Henderson, North Carolina
2021 Comprehensive Plan

Jones County, North Carolina
Hurricane Matthew Hazard Mitigation Grant Program

Jones County, North Carolina (cont.)
2019 CDBG-Neighborhood Revitalization Program
Hurricane Florence HMGP Expedited Acquisition Program

Morehead City, North Carolina
2019 CDBG-Neighborhood Revitalization Program

Pasquotank County, North Carolina
Hurricane Matthew Hazard Mitigation Grant Program
Hurricane Matthew State Acquisition & Relocation Fund

Pembroke, North Carolina
General Planning Services
2021 Unified Development Ordinance Update
2022 Comprehensive Plan

Robeson County, North Carolina
2022 Comprehensive Plan

Siler City, North Carolina
2020 CDBG-Neighborhood Revitalization Program

Statesboro, Georgia
Housing Rehabilitation Program

INSIGHT PLANNING + DEVELOPMENT

J. Michael Healy, PE

Senior Project Manager



PROFESSIONAL AFFILIATIONS

Professional Engineer
North Carolina 27790, 2002
American Society of Highway Engineers,
Events Chair, 2004-2005
International Association of Emergency Managers (IAEM),
Member, 2017

EDUCATIONAL BACKGROUND

B.S., Civil Engineering, Virginia Polytechnic Institute and State University, 1996

YEARS OF EXPERIENCE: 25+

Mike's 25-year career includes extensive knowledge and diverse experience in the risk and emergency management field. He is a Civil Engineering graduate from Virginia Tech and a Professional Engineer registered in North Carolina, having worked as a roadway engineer early in his career. For over 19 years he has been assisting clients with all four phases of the disaster life cycle – planning & preparedness, response, recovery, and mitigation. He has worked on over 30 federally declared disasters and has served as a state Deputy Public Assistance Officer, Task Order Manager on Federal Emergency Management Agency (FEMA) housing missions, and Project Manager on many large-scale Public Assistance and debris removal projects. He managed the Hurricane Katrina Public Assistance Staffing project for the Mississippi Emergency Management Agency (MEMA), where he has been assisting MEMA in the recovery of over $3.2 billion of PA reimbursements.

Since 1996, Mike has been assisting his clients thoroughly document their eligible disaster damages, formulate and write Project Worksheets, and manage their recovery and mitigation grants through closeout and FEMA/Office of Inspector General audits. His thorough knowledge of the Public Assistance eligibility criteria and procurement regulations has helped his clients maximize their federal reimbursements. He also has gained experience providing executive level consultation and planning services.

Through his many projects, Mike has also been involved in both the 404 and 406 Mitigation programs. He was a co-trainer for several years on the Benefit Cost Analysis modules where he trained applicants in several states on the use of the modules that determine the Benefit Cost Ratio. He is also very familiar with the ever changing 406 mitigation policies, which are now being encouraged for every Project Worksheet that is written where possible.

RELEVANT PROJECT EXPERIENCE

Bradenton Beach, FL
2017 Hurricane Irma Debris Removal Monitoring

Baton Rouge, LA
2016 LA DOTD Flood Recovery Services

Craven County, NC
PA, Debris Management, NRCS EWP, and Emergency Management Consulting Services
2024 Emergency Operations Plan

Houston, TX
2017/2018 Hurricane Harvey Substantial Damage Estimates

Mississippi Emergency Management Agency
2014 Katrina PA Support

Orlando, FL
2018 Staff Augmentation of FEMA Public Assistance Program Services, Hurricane Irma

Rockledge, FL
2016 Hurricane Matthew Debris Removal Monitoring
2017 Hurricane Irma Debris Removal Monitoring

Tampa, FL
2005-2006 General Engineering Consulting and Emergency Management Services



RECOVERY MANAGEMENT ASSOCIATES, LLC (RMA)

M. Wayne Floyd

Debris Monitor Supervisor

Mr. Wayne Floyd is the sole owner and key personnel of Recovery Management Associates, LLC and offers over 35 years of hands-on experience in emergency management planning, all phases of disaster response and recovery, and environmental health hazards associated with natural disasters. He has served as Director of Disaster Services for a major debris management firm since 2014. Since 2005, Wayne has served as a Debris Management Project Manager and FEMA Public Assistance (PA) Program Manager for various states and state agencies (including California, Florida, Louisiana, Mississippi, North Carolina, Texas, and Virginia) in response to Federally declared disasters. Prior to that he served numerous city, county, and state sub-recipients in various roles associated with disaster response and recovery efforts as well as planning for debris removal operations and providing training in disaster damage assessment and FEMA PA Grant documentation and policy. In addition to his thorough understanding of the policy, rules, and regulations associated with disaster debris management and Federal reimbursement, Wayne also has extensive experience with Natural Resources Conservation Service (NRCS), Emergency Watershed Protection Program (EWP), and Federal Highway Administration (FHWA)-Emergency Relief grant programs.

EDUCATIONAL BACKGROUND

Bachelor of Science,
Environmental Health,
- East Carolina University

TRAINING/CERTIFICATIONS

- FEMA Emergency Management Institute (EMI): Public Assistance Operations and Debris Management
- U.S. Army Corps of Engineers (USACE) Construction Quality Management for Contractors Certification
- Grade "A" Groundwater Water Treatment Operator
- Grade "A" Surface Water Treatment Plant Operator
- Solid Waste and Vector Control: Center for Disease Control, Atlanta, Georgia
- Occupational Safety and Health Agency (OSHA): 40-Hour Hazardous Waste, 8-Hour Hazardous Waste Site Supervisor, 24-Hour Emergency Response, 8-Hour Confined Space

PROFESSIONAL MEMBERSHIPS

- Carolinas Recycling Association
- Rural Water Association
- American Public Works Association (APWA)
- Solid Waste Association of North America (SWANA)

YEARS OF EXPERIENCE

35

RELEVANT PROJECT EXPERIENCE

Craven County, NC
PA, Debris Management, NRCS EWP, and Emergency Management Consulting Services

Craven County Board of Education, NC
PA and Emergency Management Consulting Services

Horry County, SC
PA, Debris Management, and Emergency Management Consulting Services

Newport News, VA
PA and Emergency Management Consulting Services

Pender County, NC
NRCS EWP Services

JAMES GORDON NESS

404-387-9517

- Public Assistance
- Project Manager
- Management Experience
- Field Supervisor
- Xactimate
- Certified Property Adjuster
- Debris Monitoring
- Project Specialist
- Certified Insurance Adjuster

PROFESSIONAL EXPERIENCE

FLORIDA DISASTER CONSULTING **September 2017 – Present**

Debris Monitoring, Project Manager – Sunny Beach Isle, Florida

- Managed haul out operations for the town of Sunny Beach Isle according to FEMA's public assistance program
- Hired, trained and managed local monitors for the project

Debris Monitoring, Debris Field Supervisor - University of Miami

- Managed debris monitoring operations for the University according to FEMA's public assistance program
- Project included vegetative debris removal and haul out as well as leaner and hangers
- Hired, trained and managed local monitors for the project
- Project completed within two weeks in order to get the school back up and running

ATKINS NORTH AMERICA (SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION) **February 2014 – April 2017**

Public Assistance, Project Specialist

- Worked three separate disasters (ice, flooding, hurricane) for the state of South Carolina
- Experience in both emergency and permanent work under FEMA's public assistance program
- Due to relationships built during the first assignment, the client requested by name to work the next two disasters
- Able to provide a wide range of public assistance support in all categories of work, such as: one on one applicant support, attending applicant meetings with FEMA, writing project worksheets, conducting site visits, and field validation for all types of debris
- Currently hold an active FEMA Contractors badge (expires October 2020)

Field Supervisor – Berkeley, South Carolina

- Supervised several debris monitoring crews which monitored the removal of over 160,000 cubic yards of vegetative debris and over 21,000 hazardous trees and limbs following the ice storm in February 2014
- Supervised tower operations/DMS sites
- Assisted with oversight of the road closeout process which tracked the first and final passes
- Responded to citizen inquiries on behalf of Berkeley County
- Provided training to new hires and conducted regular safety meetings
- Last supervisor on the ground and eventually worked directly with the client to close out field operations

NESS ENTERPRISES **June 1997 – October 2015**

Owner/Operator/President

- Through quality work and excellent customer service, built Atlanta's largest stump grinding service from the ground up
- Out of more than 250 tree industry companies in the area, Ness Stump Grinding has received the highest customer ranking from "Angie's List", winning the "Super Service Award" several times
- Managed five crews and office personnel
- Provided service to contractors, subcontractors, landscapers, government entities, and homeowners all over Metro Atlanta
- Strong business skills and financial oversight led to healthy profits year after year



Tab 5

OPERATIONAL PLAN

OPERATIONAL PLAN

The Insight project team has successfully assisted our clients with managing disaster debris projects and documenting all operational activities. Our technical approach for debris management operations consists of the tasks outlined below:

TASK 1: PRE-DISASTER PLANNING AND TRAINING

Insight has extensive experience with planning and preparing for disaster events. Our planning services include:

- Emergency operations planning and training.
- Comprehensive emergency management planning.
- Debris planning and training.
- FEMA's Public Assistance training, including FEMA's Alternate Delivery Model and Grants Portal.
- FHWA's Emergency Relief training.

Insight's staff of professional emergency managers can provide debris operations and Public Assistance training to Village staff, if desired. In this effort, we will coordinate pre-event with Village staff and select pre-positioned debris removal contractors, to develop a systematic wide range approach for effective debris management operations that meet or exceed expectations. Our staff can develop a training program for each department regarding their roles and responsibilities in any debris management operation. This training would also address issues such as effective documentation of field operations as it relates to reimbursement of project expenses from various federal disaster grant programs.

TASK 2: PERMITS AND BASELINE DATA COLLECTION

Prior to and immediately following an event, Insight works with our clients to acquire the necessary permits for any selected debris management sites (DMS). Because the selection and placement of all DMS sites can drastically affect overall project efficiency following a major event, Insight will also be available pre-event to assist with the selection of sites and/or re-evaluate the effectiveness of those sites already selected for future events. We will advise on the appropriate steps to secure the proper legal documents for any sites designated as private property and assist in collecting the required baseline data for each site to expedite the timely closure following any debris operation. Insight staff will also work with the Village and the debris removal contractors to develop a management and site plan for each permitted DMS, to include placement of monitoring towers, ingress and egress routes, buffer zones, holding areas for hazardous wastes and ash, areas for temporary debris storage, areas for debris reduction, and security.

TASK 3: INITIAL DEPLOYMENT AND DAMAGE ASSESSMENT

ACTIVATION

Our staff continually monitors all tropical storm and hurricane activity. If a tropical storm or hurricane threatens the Village, we will have already activated response and planning teams several days before landfall. We immediately begin identifying Insight personnel and resources needed to account for any potential needs of the Village. For a disaster event with advance warning like a hurricane, the Project Manager will mobilize to the Village before landfall, in order to help the Village prepare for the anticipated debris operations and perform damage estimates if needed. Insight will begin to deploy the remaining management team and monitoring staff

to the Village within 24 hours of notification, with subsequent deployments every 24 hours following the actual disaster event as mandated by the event's magnitude, travel conditions, and our company's safety guidelines. We have the ability to respond to disasters rapidly, and we have experienced personnel to provide a sufficient workforce to commence debris monitoring operations quickly. Our experienced staff is on call 24 hours/day and capable of assisting with damage assessments and identifying any issues with the first stages of debris removal operations.

We expect to fully staff a debris monitoring operation for the Village within 48 to 72 hours of the notice-to-proceed, unless conditions are so severe as to prevent the safe re-entry to Village debris management facilities within this timeframe.

Insight staff will be ready to monitor the Village's debris removal contractor crews or the Village's forces during the emergency road clearance phase, or 'cut and toss' operations. The Insight field supervisors and field monitors are experienced in monitoring time and material operations, which are typically used in this phase. Insight can use fully operated equipment timesheet forms to track these costs for reimbursement, or we can use forms provided by the Village, if desired.

As part of the operational planning process, Insight will work to assess the quantities, types, and locations of debris. Windshield surveys of the Village will be conducted, if possible, depending on roadway conditions. We will estimate the types and quantities of debris and identify the areas with the heaviest debris to assist the Village in developing clearance priorities. Insight uses GIS mapping to give Village leaders a clear picture of conditions on the ground. This information will be used to assist the Village and the debris removal contractors with establishing geographic zones and determining which DMS sites to open.

FIELD TRAINING AND SUPERVISION

Once activated, we will begin to train local personnel to support the effort. We strive to hire locals for debris monitoring in order to limit out-of-town expense costs to the Village, and to assist the Village's citizens and the community in its economic recovery. The local hires' knowledge of the local road system enables our field supervisors to focus more on the quality of operations, and less time on the inevitable challenges of non-local staff learning how to navigate the local roads. In addition to providing these monitors with a 4-hour training session on debris monitoring and safety, Insight provides all requisite safety equipment and forms.

Insight provides training for additional local personnel that are on standby and ready to be deployed to the Village, if the need arises. We make a conscious decision to prepare these additional personnel to avoid any delays if additional staff is required or if there is a loss of personnel due to sickness or injury. The size and depth of our team allows us to identify multiple individuals for each staff position; however, the initial response cadre is committed to the project as long as they are needed by the Village.

The 4-hour training is focused on the practical and important aspects of debris removal monitoring, including:

- General operational activities/procedures.
- FEMA eligibilities, including eligibility criteria for stumps/leaners/hangers.
- Guidance on real conditions experienced while determining rights-of-way (ROW) for different roads.
- The importance of using the ADMS or filling out a load/disposal ticket correctly and legibly.
- How to interact with the public.
- How to identify typical waste/fraud/and abuse.

- The importance of safety at all debris loading sites and debris management sites.
- Many other practical aspects of debris monitoring.

Once debris removal operations begin, Insight staff will begin certifying contractor equipment and two monitors will be assigned at each tower or citizen drop-off location to verify the quantity of debris in each truck based on this certification process. A supervising monitor will be assigned to oversee the DMS sites and the tower monitors at each of these sites. A supervising monitor will also be assigned to each debris removal area based on overall project size and disaster conditions. These supervisors will manage 5-10 monitors and will be responsible for assigning the monitors to verify the work of each crew, providing feedback regarding the progress of each crew, and providing guidance to the field monitors and crews regarding eligibility, safety, and traffic control measures. All field staff will be properly trained in debris removal operations and safety.

TASK 4: MONITORING/MANAGING DEBRIS OPERATIONS

FIELD OPERATIONS

Insight's staff will start certifying the debris removal contractors' equipment at the Village's staging area as soon as trucks begin arriving at the Village. Equipment certifiers, under the direction of an Insight field supervisor, will begin the truck certification process. Insight's truck certification forms accurately calculate and record the certified capacity of all hauling units and the unique number of each truck. The form also lists all safety requirements that must be met before the truck can be certified. Two monitors will be assigned to each tower or citizen drop-off location to verify the quantity of debris in each truck based on this certification process. The supervising monitor will be assigned to oversee the DMS sites and the tower monitors located at each of these sites.

A supervising monitor will also be assigned to each debris removal area based on overall project size and disaster conditions. These supervisors will be responsible for assigning field monitors to verify the work of each crew, providing feedback regarding the progress of each crew, and providing guidance to the field monitors and crews regarding eligibility, safety, and traffic control measures. All field staff will be properly trained in debris removal operations, eligibilities, safety, and will ensure a "clean all debris as you go" policy is followed by all debris removal contractor crews.

Field monitors assigned to each crew will be responsible for verifying that each road section is completed before submitting the proper forms for the road closeouts. In addition, they will verify the eligibility of each load removed and ensure the removal was completed in accordance with the debris removal contract. Then, field monitors will enter the information into the ADMS and issue a load ticket to each truck. For each approved load, the truck operator will submit his or her ticket to the tower monitor at the DMS for debris volume evaluation. These tickets will be used by the contractor to invoice the Village and used by Insight to validate each submitted invoice for the Village.

Our staff will also work with the Village to develop public information announcements that provide collection schedules, information about sorting debris for faster collection, and other issues such as safety considerations and the handling of hazardous household materials. Another service we can provide if requested by the Village is to provide a daily updated progress map of the debris removal operations. Insight staff provided this service to the City of Chesapeake following Hurricane Irene in 2011, and it virtually eliminated public inquiries into the status and progress of the debris removal operations.

DOCUMENTATION, CONTRACTOR INVOICE VALIDATION AND REPORTING

Our ADMS is a database developed to track debris removal work, from right-of-way debris and hazardous leaner, hanger, and stump removal, to final haul out and disposal of debris. Our ADMS will be the basis for tracking all debris removal operations and will be used to reconcile and verify the debris removal contractor's invoices. Daily or weekly progress reports can be created in any format the Village desires and are vital in managing the debris removal operations by providing timely and accurate information to the decision makers.

To provide the Village with a means to validate its costs, Insight will provide the debris removal contractor's invoice accompanied by the appropriate reports generated by the ADMS for the invoice period, as well as all of the backup source documentation needed to receive reimbursement from the appropriate federal agencies. We are well-versed in breaking out debris removal costs by the appropriate federal agency–FHWA when eligible, NRCS for waterways not under USACE jurisdiction, FEMA for public roads, and any other debris removal work reimbursed by FEMA, such as private property debris removal if necessitated by a severe enough disaster.

MONITOR INVOICE PROCESSING

Insight will submit invoices for work completed during each calendar month. Invoices will include all charges summarized by employee name, including labor and daily expenses. Invoices will also include any expenses incurred to complete the project that are not associated with a specific field inspector but that are considered to be an allowable expense in accordance with the terms of any executed contract with the Village. Insight will submit each invoice to the Village within 30 days of the end of each completed calendar month, or in accordance with the invoicing schedule provided in the executed contract. In addition to the summary of costs, Insight will provide with each monthly invoice electronic copies of all daily field reports for each inspector included on the invoice. This will serve to document labor and expense and provide back-up documentation for future audits by federal disaster funding agencies, including the Federal Emergency Management Agency (FEMA). Although invoices will be provided monthly, Insight costs are tracked daily. Therefore, at any given point during the project, audit-ready documentation can be made available upon request. This will assist in project planning and budget overview.

TASK 5: PROJECT CLOSURE

Insight field and technical staff will oversee the closure of DMS facilities and will work with Village staff to ensure that each one is remediated as required in the Village's debris hauling contract. We will also remain engaged with the project to ensure that the Village can certify as to the proper final disposal of debris to FEMA. As noted, we will provide copies of load tickets and other backup documentation for presentation to FEMA. We can also assist the Village's finance and grants management staff with FEMA reimbursement requirements as needed and assist with grants management and final inspection activities when tasked by the Village.

CONTRACTUAL OBLIGATIONS

Our ability to respond in a timely manner and with adequate resources for any disaster affecting the Village stems from the fact that we are a multidisciplinary emergency management firm with a long history of assisting our clients with a wide range of disaster recovery projects. We commit to the Village that all project assignments originating from this contract will receive the necessary resources to complete the work efficiently and on schedule. Our emergency management division is always on alert to respond to our clients' disaster recovery needs. In that respect, 100 percent of their work efforts and man-hours each year are devoted to disaster planning, response, recovery, and mitigation. These team members will be devoted 100 percent to their specific duties for the Village following a disaster event.

MANPOWER SUPPORT

	Insight will provide the individuals to serve in the capacity described above. Any changes in personnel by Insight will be approved by the Village.
	Weekly coordination with Village staff will be required to successfully execute the contract. The type of natural or man-made disaster will dictate requirements, which will dictate the location of any actual in-person interaction.
	During an emergency event, any personnel provided by Insight will come prepared to "live" out of a suitcase/duffle bag or backpack until the Village of Palmetto Bay is restored to functional order.
	Our project team will carry the required Commercial General Liability, Workers' Compensation, and Automobile Liability Insurance policies and can name the Village as an additional insurer.

Tab 6

PRICE PROPOSAL FORM

PRICE PROPOSAL FORM

The Proposer is required to complete *the Price Proposal Form*, in order for their proposal to be considered.

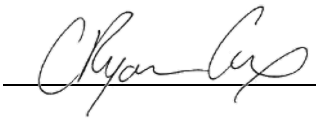
The fixed, firm price shall include all services, materials inspections, fuel, transportation, supervision overhead, profit, insurance and any other costs associated with equipment and personnel, required for complete delivery of Disaster Debris Monitoring Services. Said price should be fixed and firm for the duration of the contract with signature from an authorized representative of the Company.

If it should be necessary for the Village to request the Proposer to render any additional services to either supplement the services requested in the RFQ or to perform additional work as a result of the specific recommendations included in any report issued as a result of this service, then such additional work shall be performed only upon a written agreement between the Village and the Proposer.

PRICE PROPOSAL FORM

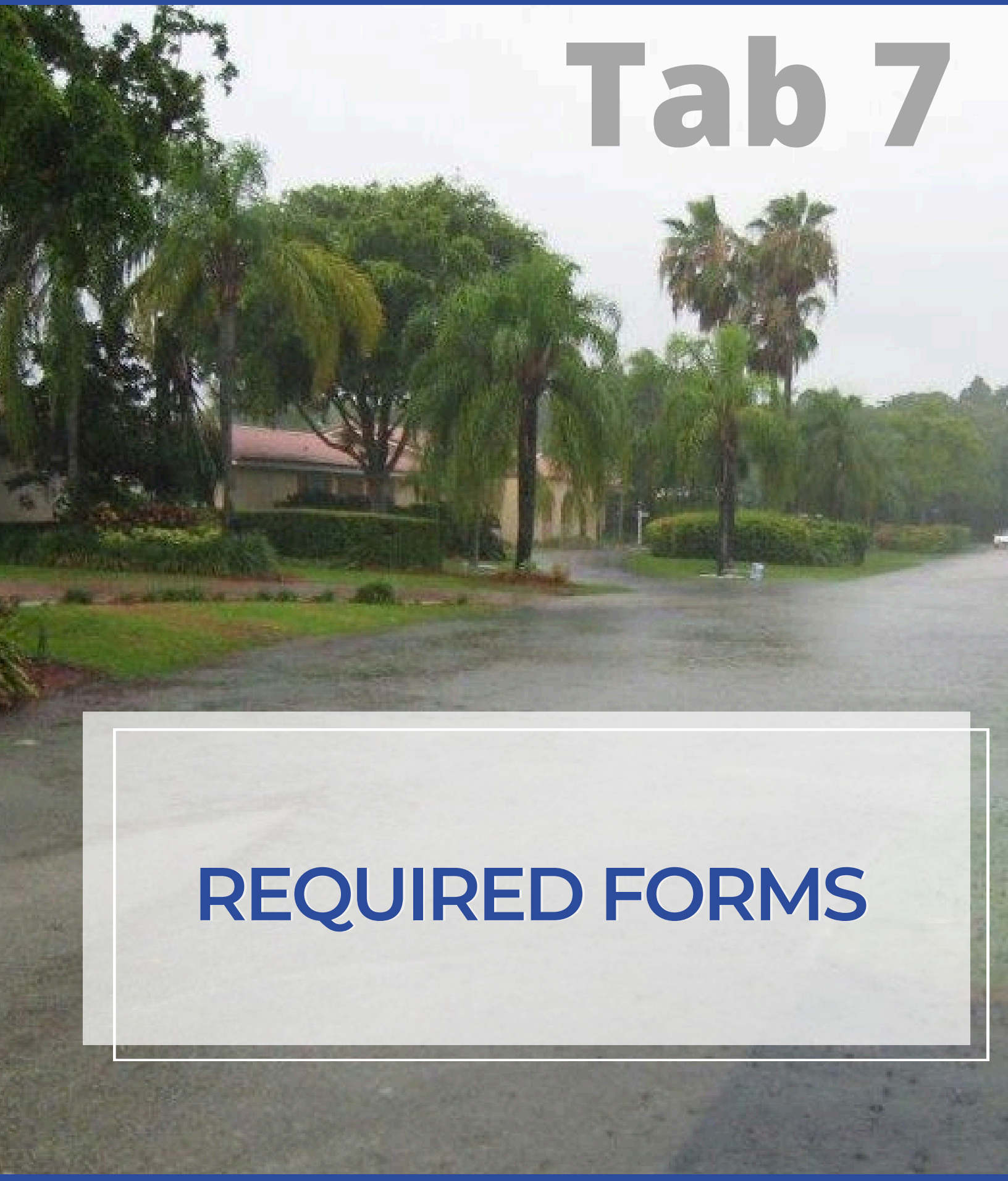
The contractor shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). The contractor should add to the list other positions necessary to provide the services outlined in this RFQ and hourly rates for each. Job descriptions for each added position should be included in the proposal.

Item	Description	UOM	Hourly Cost
1	Project Manager	Each	$205.00
2	Debris Monitor Supervisor	Each	$160.00
3	Data Manager	Each	$100.00
4	Debris Monitor	Each	$55.00
5	Data Entry Clerk	Each	$52.00

Signature of Official:  Name (typed): C. Ryan Cox

Title: President/CEO Date: May 30, 2024

Contractor: Insight Planning & Development, LLC



Tab 7

REQUIRED FORMS

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): C. Ryan Cox

Title: President/CEO

Company: Insight Planning & Development, LLC

Date: May 30, 2024

SUBCONTRACTOR LIST

The Proposer shall list all proposed Subcontractors that may be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Debris Monitoring	Recovery Management Associates, LLC	8212 Canthy Circle Garner, NC 27529	919-369-4685
Debris Monitoring	Mobile Epiphany	2675 S. Abilene St, Ste 100 Aurora, CO 80014	720-270-7378
Debris Monitoring	Aerotek	3600 Arco Corp Dr, Ste 600 Charlotte, NC 28273	704-329-8142

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

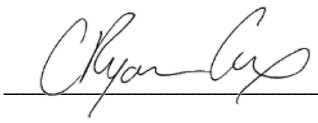
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: 

Name (typed): C. Ryan Cox

Title: President/CEO

Company: Insight Planning & Development, LLC

Date: May 30, 2024

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NON-COLLUSIVE AFFIDAVIT

STATE OF NORTH CAROLINA }
} SS:
COUNTY OF NEW HANOVER }

C. Ryan Cox being first duly sworn, deposes and says that:

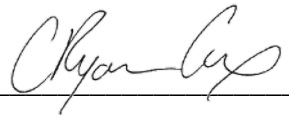
(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Insight Planning & Development the Company that has submitted the attached proposal;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): C. Ryan Cox

Title: President/CEO

Company: Insight Planning & Development, LLC

Date: May 30, 2024

Continued Next Page

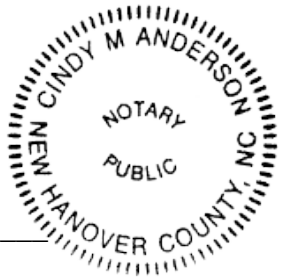
ACKNOWLEDGMENT

State of North Carolina

County of New Hanover

On this 30th day of May, 2024, before me, the undersigned Notary Public of the State of North Carolina personally appeared C. Ryan Cox and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal



Cindy M. Anderson

CINDY M. ANDERSON
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 5/28/2026

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By C. Ryan Cox

For Insight Planning & Development, LLC

Whose business address is: 5030 New Centre Drive, Suite A, Wilmington, NC 28403

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-3144974

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): C. Ryan Cox

Title: President/CEO

Company Name: Insight Planning & Development, LLC

Date: May 30, 2024

ACKNOWLEDGMENT

State of North Carolina

County of New Hanover

On this 30th day of May, 20 24, before me, the undersigned Notary Public of the State of North Carolina personally appeared C. Ryan Cox and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

CINDY M ANDERSON NOTARY PUBLIC NEW HANOVER COUNTY, NC

Cindy M. Anderson

CINDY M. ANDERSON
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 5/28/2026

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: C. Ryan, Cox, President/CEO

(print individual's name and title)

for: Insight Planning & Development, LLC

(print name of entity submitting sworn statement)

whose business address is: 5030 New Centre Drive, Suite A, Wilmington, NC 28403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-3144974

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): C. Ryan Cox

Title: President/CEO

Company Name: Insight Planning & Development, LLC

Date: May 30, 2024

ACKNOWLEDGMENT

State of North Carolina

County of New Hanover

On this 30th day of May, 20 24, before me, the undersigned Notary Public of the State of North Carolina personally appeared C. Ryan Cox and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

CINDY M ANDERSON NOTARY PUBLIC NEW HANOVER COUNTY, NC

Cindy M. Anderson

CINDY M. ANDERSON
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 5/28/2026

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, C. Ryan Cox being first duly sworn state:

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

84-3144974

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

Insight Planning & Development, LLC

Name of *Entity, Individual, Partners or Corporation*

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

5030 New Centre Drive, Suite A, Wilmington, NC 28403

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Christoper Ryan Cox	5030 New Centre Drive, Suite A Wilmington, NC 28403	100 %
		%
		%

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

_____

_____

_____

_____

_____

_____

Signature of Official: _____

Name (typed): C. Ryan Cox

Title: President/CEO

Company: Insight Planning & Development, LLC

Date: May 30, 2024

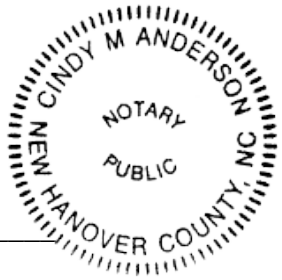
ACKNOWLEDGMENT

State of North Carolina

County of New Hanover

On this 30th day of May, 20 24, before me, the undersigned Notary Public of the State of North Carolina personally appeared C. Ryan Cox and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal



Cindy M. Anderson

CINDY M. ANDERSON
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 5/28/2026

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Insight Planning & Development, LLC Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Disaster Debris Monitoring Services, RFQ# 2024-11-009, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Recovery Management Associates | Mobile Epiphany | Aerotek (Subcontractor's Names) to comply with such act or regulation.

Signature of Official: C. Ryan Cox

Name (typed): C. Ryan Cox

Title: President/CEO

Company Name: Insight Planning & Development, LLC

Date: May 30, 2024

Attest: J. Michael Healy

Print Name: J. Michael Healy, PE

Attest: Cindy M. Anderson

Print Name: Cindy M. Anderson

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF NORTH CAROLINA }
} SS:
COUNTY OF NEW HANOVER }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Insight Planning & Development, LLC or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): C. Ryan Cox

Title: President/CEO

Company Name: Insight Planning & Development, LLC

Date: May 30, 2024

ACKNOWLEDGMENT

State of North Carolina

County of New Hanover

On this 30th day of May, 20 24, before me, the undersigned Notary Public of the State of North Carolina personally appeared C. Ryan Cox and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

CINDY M ANDERSON NOTARY PUBLIC NEW HANOVER COUNTY, NC

Cindy M. Anderson

NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 5/28/2026

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

_____

_____

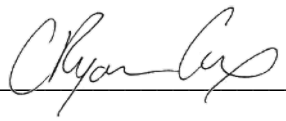
_____

_____

_____

_____

Executed on May 30, 2024 at Wilmington, NC under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): C. Ryan Cox

Title: President/CEO

Company Name: Insight Planning & Development, LLC

Date: May 30, 2024

E-VERIFY AFFIDAVIT

STATE OF North Carolina

COUNTY OF New Hanover

I, C. Ryan Cox (the individual attesting below), being duly authorized by and on behalf of Insight Planning & Development, LLC (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO X
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 30th day of May, 20 **24**.

C Ryan Cox

Signature of Affiant

Print or Type Name: C. Ryan Cox

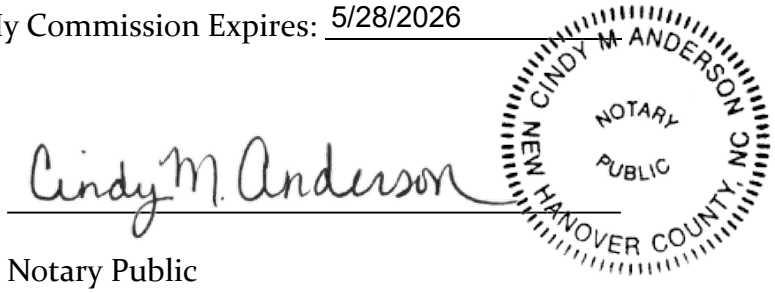
State of North Carolina

County of New Hanover

Signed and sworn to (or affirmed) before me,

this the 30th day of May, 2024.

My Commission Expires: 5/28/2026



Notary Public

NHCS – E-Verify 081815

FOREIGN COUNTRY OF CONCERN ATTESTATION

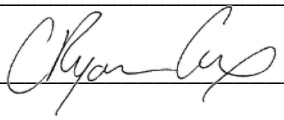
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: C. Ryan Cox

Title: President/CEO

Signature:  Date: May 30, 2024

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))
The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,
the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard
Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Name of Contractor: Insight Planning & Development, LLC

Date: May 30, 2024 Authorized Signature: _____

Title: President/CEO

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Insight Planning & Development, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5030 New Centre Drive, Suite A

Requester's name and address (optional)

6 City, state, and ZIP code

Wilmington, NC 28403

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	5	–	3	1	4	4	9	7	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► C Ryan Cox **Date** ► 2/19/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Submitted: May 30, 2024



INSIGHT

PLANNING + DEVELOPMENT

5030 New Centre Drive, Suite A
Wilmington, North Carolina 28403
(910) 392-0060
www.insight-pd.com

Date: June 5th, 2024

TO: Insight Planning & Development, LLC
5030 New Centre Drive, Suite A
Wilmington, NC 28403

ATT: C. Ryan Cox, President/CEO

PROJECT DESCRIPTION: **RFQ No. 2024-11-009 - Disaster Debris Monitoring Services**

Insight Planning & Development, LLC submitted a proposal in response to the above referenced Request for Qualifications (RFQ) on May 31st, 2024.

The Evaluation Committee Members would like to include in their assessment the attached scenario listed in Exhibit "A". The scenario must be received by the Procurement Division no later than 4:00 p.m. on Wednesday, June 12th, 2024, in a sealed envelope. The package must be clearly addressed as described below to ensure proper delivery:

Delivery Location:
Village of Palmetto Bay
Finance Department, Procurement Division
Attn: Alessia Bencomo, Procurement Specialist
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

If you have any questions, please do not hesitate to call me at 305-259-1289 or you may contact me via email at abencomo@palmettobay-fl.gov.

Sincerely,

ABencomo

Alessia Bencomo, Procurement Specialist

INSIGHT
PLANNING + DEVELOPMENT

June 11, 2024

Village of Palmetto Bay
Procurement Division
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

RE: RFQ # 2024-11-009
Disaster Debris Monitoring Services
Requested Information – Exhibit A Scenario

Dear Ms. Bencomo:

In accordance with your email dated June 5, 2024, attached is the Exhibit A Scenario for assessment by the Evaluation Committee. Insight Planning & Development, LLC (Insight) and Recovery Management Associates (RMA) appreciate the opportunity to submit our qualifications for Disaster Debris Monitoring Services to the Village of Palmetto Bay. Please contact me at 910-392-0060, ext. 104 if you have any questions or require additional information.

Sincerely,

C. Ryan Cox, CFM
President/CEO

Enclosures

EXHIBIT "A" – TWO WEEK SCENARIO

The Governor has declared a state of emergency, and the Village will be activating their Disaster Debris Monitoring Services contract. Please provide a two (2) week scenario of the services that the Company will be providing to the Village such as the rates, number of hours per staff member (per week), and the duties each staff member will be providing.

HURRICANE DEVELOPS IN THE ATLANTIC

- Insight will begin monitoring the storm as it becomes a threat to the US Coast.
- As soon as the hurricane has a long-range chance of hitting the Village, we will put Mobile Epiphany, Aerotek, and our field supervisors on notice to begin activation preparations.
- Insight will make contact with the Village's debris manager or point of contact to establish lines of communications.
- If desired by the Village, Insight will contact any pre-event debris contractors to put them on standby.

FIVE (5) DAYS BEFORE FORECASTED LANDFALL

As soon as the hurricane's forecast cone includes the Village (5 days out), Insight will begin the following activities:

- The Project Manager, Mike Healy, will be packed and ready to mobilize to the Village to begin on-site coordination between the Village, the debris contractor, and the Insight team.
- We will begin gathering maps or GIS data regarding the Village's road system. This data will be incorporated into our ADMS.
- Our ADMS partner, Mobile Epiphany, will set up the ADMS with specific project details so that the database is ready to accept ticket entries.
- Our staffing agency partner, Aerotek, will begin reaching out to prospective monitors and develop a list of available personnel.
- Field supervisors will be on active standby and will be ready to travel to the Village – our field supervisors are located in Tallahassee, FL and Wilmington, NC.
- We will attempt to pre-reserve hotel rooms for the management staff. From our experience responding to hurricanes, we understand how quickly lodging in the area becomes filled to capacity from responders and displaced citizens.
- All other forms and documentation used in the monitoring operations will be gathered, such as monitors daily timesheets, landfill and disposal logs, truck certification forms, etc.

THREE (3) DAYS BEFORE FORECASTED LANDFALL

- Our Project Manager, Mike Healy, will travel from Tampa to southeast Florida to ride out the storm at a nearby hotel, at the Village's EOC, or wherever the Village's debris management staff will be located, so that he can help coordinate the 'cut and toss' phase of the debris removal operations.
- We will establish a temporary field office based on available resources in the area.
- If temporary debris staging sites and final disposal sites have been pre-selected, we can begin documenting the pre-event condition of the sites.

- We can begin assisting with locating temporary debris staging areas, final disposal sites, and equipment staging areas for the contractor. Given the population density of the Village, this step will be vital to help assure efficient debris removal operations.
- Our staffing agency partner, Aerotek, will begin on-boarding local monitors and recruiting more as needed. All on-boarding requirements will be completed so that the monitors can begin work as soon as activated.
- Our Field Supervisors and other management staff will begin preparing to mobilize to the Village.
- We will finish setting up the ADMS with project specific information, and enter test tickets to make sure the ADMS is ready to accept tickets.

ONE (1) TO TWO (2) DAYS BEFORE FORECASTED LANDFALL

- Our Field Supervisors and management staff will mobilize to southeast Florida as close as possible to the Village.
- If desired, the Project Manager, Mike Healy, will report to the EOC or other location designated by the County to prepare for landfall.
- We will contact all debris monitors that have been on-boarded and coordinate a 4-hour training session for the monitors. This session educates the monitors of FEMA's eligibility requirements, documentation procedures – how to use the ADMS, and most importantly safety in the field and on roadways.
- If the debris contractor has mobilized any equipment, we can begin measuring and certifying the hauling capacity of the equipment, assign truck numbers to the equipment, and enter the information into the ADMS.
- We will communicate with all staff members to establish a plan for assembling after the storm as soon as it is safe to travel. All staff will then be directed to get to a safe location during the storm.

HURRICANE MAKES LANDFALL – WINDS SUBSIDE BELOW 45 MPH.

These activities all begin occurring concurrently at this point:

- All management staff and monitors will report to pre-identified staging areas as soon as it is safe.
- Our team will be ready to monitor and track all 'cut and toss' operations – we will assign a monitor to each 'cut and toss' crew to document the activities, to help assure the Village receives reimbursement for these activities. This phase typically takes between 1 and 3 days, depending on the severity of the event, and are typically tracked on an hourly basis (time and materials).
- We can also monitor and help document any 'cut and toss' activities performed by Village crews and personnel, if desired.
- Our team will begin performing damage assessments and debris estimates in the Village. Windshield estimates will be performed to develop an estimated debris quantity and to identify the hardest hit areas in the Village.
- We will finish training any monitors that were not trained before landfall. All debris monitors must attend the 4-hour training before they can begin monitoring a debris removal crew.
- We will continue measuring and certifying the contractors' equipment as it is mobilized to the Village. Field Supervisors perform this role, as it is crucial to measure the equipment correctly.

- The Village will be broken up into sectors, or work areas, based on the resources that the contractor brings to the project. Crews will be assigned to the sectors, and then monitors will be assigned to each crew in each sector to track all debris quantities and removal locations.
- The contractor will be required to clean each road completely before moving to the next road.
- We will work with the contractor to open or activate any temporary debris staging areas. We will also contact the final disposal site location to coordinate the beginning of the debris disposal operations. We will coordinate with the contractor to acquire the permits for temporary and final disposal locations.
- As soon as the contractor is ready to begin removing hazardous stumps, leaners, and hangers, we will assign debris monitors to each crew take photos and GPS coordinates of all hazardous debris removed.
- We will begin working with the Village Public Information Officer, or other staff from the Village, to assist with Public Information notices and to assist with citizen inquiries regarding the debris removal operations.
- For the next two weeks in the requested scenario, Insight anticipates that we will have to monitor 10 contractor crews and provide at least two temporary staging site monitors and one final disposal site monitor. We anticipated having 10 field monitors, 2 temporary debris staging site monitors, a final disposal site monitor, 2 field supervisors (1 for the field, 1 for the staging site), a project manager, a data manager, and a data entry staff member. It is anticipated that all of these staff members will work 12+ hours per day for this 2-week scenario.
    - See attached sample invoice spreadsheets for the cost details for this scenario.
    - The number of monitors activated will ultimately be correlated with the debris contractor so that there are enough monitors to observe and document all contractor activities.

Insight Invoice SAMPLE (Backup Spreadsheet)
City of Palmetto Bay- Hurricane XX Debris Monitoring Services
For Serivces Week Ending XXX

LABOR

Personnel Classification	Total Hours *(Actual to date)*		Rate		Total Cost
Debris Project Manager	168.00	$	205.00	$	34,440.00
Debris Monitoring Supervisor	336.00	$	160.00	$	53,760.00
Data Manager	168.00	$	100.00	$	16,800.00
Debris Monitor	1,824.00	$	55.00	$	100,320.00
Data Entry Clerk	168.00	$	52.00	$	8,736.00
	2,664.00			**$**	**214,056.00**

Insight Invoice SAMPLE

Village of Palmetto Bay - Hurricane XX Debris Monitoring Services

Labor Hours

Last Name	First Name	Project	Personnel Classification	Sun 1-Sep	Mon 2-Sep	Tue 3-Sep	Wed 4-Sep	Thu 5-Sep	Fri 6-Sep	Sat 7-Sep	Week 1 Total	Project to date TOTAL	Sun 8-Sep	Mon 9-Sep	Tue 10-Sep	Wed 11-Sep	Thu 12-Sep	Fri 13-Sep	Sat 14-Sep	Week 2 Total	Project to date TOTAL
Healy	Mike	Palmetto Bay	Project Manager	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Floyd	Wayne	Palmetto Bay	Debris Monitor Supervisor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Ness	Gordon	Palmetto Bay	Debris Monitor Supervisor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Mobile Epiphany		Palmetto Bay	Data Manager	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
											0	0								0	0
											0	0								0	0
Aerotek		Palmetto Bay	Debris Monitor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Aerotek		Palmetto Bay	Debris Monitor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Aerotek		Palmetto Bay	Debris Monitor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Aerotek		Palmetto Bay	Debris Monitor	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
Aerotek		Palmetto Bay	Debris Monitor		12	12	12	12	12	12	72	72	12	12	12	12	12	12	12	84	156
Aerotek		Palmetto Bay	Debris Monitor		12	12	12	12	12	12	72	72	12	12	12	12	12	12	12	84	156
Aerotek		Palmetto Bay	Debris Monitor		12	12	12	12	12	12	72	72	12	12	12	12	12	12	12	84	156
Aerotek		Palmetto Bay	Debris Monitor			12	12	12	12	12	60	60	12	12	12	12	12	12	12	84	144
Aerotek		Palmetto Bay	Debris Monitor			12	12	12	12	12	60	60	12	12	12	12	12	12	12	84	144
Aerotek		Palmetto Bay	Debris Monitor				12	12	12	12	48	48	12	12	12	12	12	12	12	84	132
Aerotek		Palmetto Bay	Debris Monitor				12	12	12	12	48	48	12	12	12	12	12	12	12	84	132
Aerotek		Palmetto Bay	Debris Monitor				12	12	12	12	48	48	12	12	12	12	12	12	12	84	132
											0	0								0	0
											0	0								0	0
											0	0								0	0
Aerotek		Palmetto Bay	Data Entry Clerk	12	12	12	12	12	12	12	84	84	12	12	12	12	12	12	12	84	168
											0	0								0	0
											0	0								0	0
											0	0								0	0
											0	0								0	0
											0	0								0	0
				108	144	168	204	204	204	204	1236	1236	204	204	204	204	204	204	204	1428	2664

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Andrea Candelaria, Community and Economic Development

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN-PUBLIC PLACES ("AIPP") PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY AMIR SHAKIR AND IVETTE CABRERA CALLED "WINGS OF TRANSFORMATION" TO BE LOCATED AT THE ADDISON TOWNHOMES DEVELOPMENT AT 18170 SW 98 AVENUE ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

SUGGESTED ACTION:

ATTACHMENTS:
Addison Mural AIPP Memo.doc
AIPP- Addison Mural-RESO.doc
Attachment A: AIPP-24-002 Addison Townhomes.pdf

To: Honorable Mayor and Village Council Date: July 1st, 2024

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner Re: Addison Townhomes AIPP Mural

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN-PUBLIC PLACES ("AIPP") PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY AMIR SHAKIR AND IVETTE CABRERA CALLED "WINGS OF TRANSFORMATION" TO BE LOCATED AT THE ADDISON TOWNHOMES DEVELOPMENT AT 18170 SW 98 AVENUE ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay values Art-in-Public Places (AIPP) and continuously seeks opportunities for public art. At the new Addison Townhomes Development, Coastland Construction has chosen artists Amir Shakir and Ivette Cabrera to design two (2) murals on the north-facing and west-facing façades of the project called "Wings of Transformation". The proposed murals seek to depict the Village of Palmetto Bay enjoying community activities, partaking in social events, and commemorating the community by emphasizing sustainability. The inspiration for the butterfly mural was the development's educational butterfly garden that will be in the center of the project. The murals not only reflect the Village's commitment to the environment, by showcasing local flowers and butterflies, but also the joy of the community.

The AIPP ordinance requires that the property owner maintain the art for twenty-five (25) years. As such, the artists have compiled a maintenance schedule for both murals, with processes that include light washing and mild detergent treatments.

The Art-in-Public Places Board unanimously approved these murals for Council Approval at the June 5th, 2024, AIPP Meeting. The Art-in-Public Places Board recommends the Village Council to approve the proposed mural at the Coral Reef Concession Stand.

RECOMMENDATION:

The Art-in-Public Places Advisory Board and Staff Administration recommend the Mayor and Village Council approve the proposed murals.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. The Addison Proposed Murals Art-in-Public Places Public Art Application (AIPP-24-002)

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN-PUBLIC PLACES ("AIPP") PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY AMIR SHAKIR AND IVETTE CABRERA CALLED "WINGS OF TRANSFORMATION" TO BE LOCATED AT THE ADDISON TOWNHOMES DEVELOPMENT AT 18170 SW 98 AVENUE ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

WHEREAS, the Village of Palmetto Bay values Art-in-Public Places (AIPP) and continuously seeks opportunities for public art; and

WHEREAS, the Village's Art-in-Public Places Advisory Board responsibilities include the approval and placement of public art within the community; and

WHEREAS, the contractor of the Addison Townhomes Project, Coastland Construction, has chosen artists Amir Shakir and Ivette Cabrera, to a design two (2) murals on the north-facing and west-facing façades of the project called "Wings of Transformation"; and

WHEREAS, the proposed murals seek to depict the Village of Palmetto Bay enjoying community activities, partaking in social events, and commemorating the community by emphasizing on sustainability; and

WHEREAS, the Owner is required to provide all maintenance necessary to preserve and maintain the artwork in good condition through a covenant that shall run with the land for a minimum of twenty-five (25) years; and

WHEREAS, on June 5, 2024, the Art-in-Public Places Board unanimously voted in favor of the art and recommended to be approved by Village Council.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The Village Council hereby approves the proposed artwork.

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

PASSED and ADOPTED this 1st day of July 2024.

Attest:

_____ _____

Missy Arocha Karyn Cunningham

Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria

Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

RECEIVED
Zoning Department
May 31, 2024
Village of Palmetto Bay
Building & Zoning Department
By: NC

AIPP-24-002

Department of Community & Economic Development

Art-in-Public Places Program | Application for New Art

Purpose

Pursuant to Division 30-160 of the Village Code of Ordinances, the purpose of the Village of Palmetto Bay Art in Public Places (AIPP) Program is to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals.

Application for New Art

All applications requesting the installation of art on private property shall be accompanied by a site plan showing the lot and building dimensions and showing the proposed location of artwork, scaled drawing, colored drawing, color photograph of the proposed location, maintenance scheduled, landscaping, site preparation if applicable and a final notarized copy of the construction bid contract.

Art in Public Places Application Form

Section 30-160 describes the intent and purpose of the Village of Palmetto Bay's Art in Public Places Program. The requirements of said Code apply to the following types of projects. Please check the type that describes your project:

(A) New Commercial and or Mix-Use development with a project valuation of $250,000 dollars or more

(B) Murals

(C) Remodeling, repairs or the reconstruction of commercial buildings with a project evaluation of $250,000 dollars or more

OWNER/ APPLICANT INFORMATION

Property Owner's Name (if different than applicant): Palmetto Bay TH, LLC

Address: 7740 SW 104th St. Suite #201 Telephone: (305) 669-1740

City: Pinecrest State: Zip: FL, 33156 E-mail: SJorge@Coastlandresidential.com

Department of Community & Economic Development

Art-in-Public Places Program | Application for New Art

PROJECT LOCATION AND SIZE

Street Address of Project 18170 SW 98th Ave Lot Dimensions _____

Lot Area sq. ft. 123,615 Total Project Size (sq. ft.) 129,197

Construction Cost (if applicable) $16,874,495.00

PROJECT DESCRIPTION AND PROPOSED USE OF STRUCTURE

Describe what is to be done 2 and 3 story townhome rental community

Present Use: _____ Proposed Use: Multifamily R-2

EXPECTED DATE OF OCCUPANCY

Four options are available for complying with the Art in Public Places program. Please indicate below the option you have selected:

(A) Paying an in-lieu fee equal to 1 % into the Art and Public Places Fund. *(***Non-government***)*

(B) Acquiring and installing an artwork on the project site which is at least 1.25% of the total project valuation. *(**Non-government**)*

(C) Government buildings installing art equal to 1.5% of total project valuation. *(**Government**)*

(D) Murals

**The in-lieu fee must be paid by the project applicant at the time of submittal to the Building Division.*

Please complete this form and contact the staff Liaison to the Art in Public Places Advisory Board:

Andrea Candelaria
Sustainability & Resiliency Planner
Village of Palmetto Bay
305-259-1238
acandelaria@palmettobay-fl.gov

RECEIVED
Zoning Department
May 31, 2024
Village of Palmetto Bay
Building & Zoning Department
By: KB

Village of Palmetto Bay
Attn: Art in Public Places (AIPP) Advisory Board
Village Hall
9705 East Hibiscus Street
Palmetto Bay, FL 33157

AIPP-24-002

COVENANT TO MAINTAIN PUBLIC ART

This Covenant to Maintain Public Art (this "Covenant") is made as of this 31st day of May, 2024 by KAREN RODRIGUEZ [name of owner on vesting deed for property] ("Owner") for the benefit and in favor of the Village of Palmetto Bay (the "Village") pursuant to Village of Palmetto Bay Code of Ordinances, Division 30-160.

Owner is the fee title owner of that certain real property commonly known as [18170 SW 98th Ave] located in the Village of Palmetto Bay, Florida, Appraiser's Folio Number(s) [33-5032-007-0170 (the "Property"), upon which Property there has been constructed a residential multifamily development project consisting of [83 multi family Townhomes (the "Project");

Owner, as developer, or in conjunction with the developer of the Project, has installed an original piece of art work in accordance with the requirements of Village of Palmetto Bay Code of Ordinances, Division 30-160 and the application and proposal approved by the Village AIPP Advisory Board on _____, Project # _____, which art work (the "Public Art") is intended for the enjoyment and benefit of the citizens and visitors of the Village of Palmetto Bay, to enhance the character of the Village as a whole, and to benefit and enhance the Project and the Property upon which it has been installed. The Public Art will be comprised of two painted wall murals. Mural 'one' will be wall painted 30'x36' ("Floral Reverie") and mural 'two' will be wall painted 30'x11' ("Wings of Color").

Owner now hereby covenants and agrees that the Property and improvements constructed thereon shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to this Covenant. All of the covenants, conditions, and restrictions set forth herein shall constitute covenants which shall run with the land and shall be binding upon Owner and its successors and assignees, and all parties having or acquiring any right, title or interest in or to any part of the Property.

Owner shall consistently cause the Public Art to be maintained in good condition and shall perform any and all necessary repairs and maintenance of the Public Art to the reasonable satisfaction of the Village, as determined by the Village Code of Ordinances, Section 30-160.14.

Owner shall not relocate or remove, nor allow relocation or removal of, the Public Art, without the prior consent of the Village, for a period of at least twenty-five (25) years from the date upon which the Public Art was installed (the "Term"). This document shall run with the land for a minimum of (25) years and shall provide notice to future property owners of the obligation to repair and maintain the artwork and of certain limitations related to any federal, state or local laws governing the rights of the artists including but not limited to rights regarding the alteration, modification or relocation of subject artwork. The Village shall have the right to enforce this Covenant against the Owner, its successors and assignees in accordance with its terms.

This Covenant shall run for the "Term" as stated hereinabove.

Signature of Owner

State of Florida, County of Miami-Dade

Sworn to (or affirmed and subscribed before this 31st day

of May, 20 24.

by (print name) Moneisha Metayer

Notary Name

Personally known ☑ or I.D. _____

MONEISHA METAYER
NOTARY PUBLIC · STATE OF FLORIDA
COMMISSION # HH 288974
My Commission Expires July 17, 2026

Signature of Village Endorser

State of Florida, County of _____

Sworn to (or affirmed and subscribed before this _____ day

of _____, 20 _____.

by (print name) _____

Notary Name

Personally known ☐ or I.D. _____

RECEIVED
Zoning Department
May 31, 2024
Village of Palmetto Bay
Building & Zoning Department
By: AC

AI-PP-24-002

THE COLOR DREAMERS

THE ADDISON APARTMENTS V2
COASTLAND CONSTRUCTION
THE COLOR DREAMERS
© 2024

Amir Shakir & Ivette Cabrera
thecolordreamers@gmail.com
www.colordreamers.com
786-237-4484

The Color Dreamers - Addison Palmetto - Artist Narrative

Introducing "Wings of Transformation" a harmonious blend of visual art and nature's wonders. This narrative explores two monumental artworks that grace the Addison Apartments, celebrating the transformative power of nature, the profound beauty of butterflies and the joy of community.

Mural 1: "FLORAL REVERIE"

Dimensions: 30' x 36'
Location: Addison Apartments - Entrance

"Floral Reverie" is a grand mural depicting a serene woman with an ethereal aura. Her hair flows like a river of blossoms, adorned with vibrant flowers and delicate butterflies. This mural captures a moment of quiet contemplation, symbolizing the intimate connection between humanity and nature.

The woman in the portrait embodies Mother Nature, her tranquil expression reflecting the peace and balance found in natural harmony. The reflection of her glasses depict the Village Palmetto Bay enjoying community activities like riding bikes.

The butterflies in her hair represent transformation and the beauty of change, a central theme of the Addison Apartment's new butterfly garden that contains sustainable and native Florida flower species.

The floral elements are not just decorative; each flower is meticulously painted to represent different stages of growth and bloom, paralleling the human journey. The bouquet will contain orchids and an array of local flora and fauna. The intricate details invite viewers to lose themselves in the mural's depth, making new discoveries with each gaze.

Mural 2 with Sculptures: "WINGS OF COLOR"

Dimensions: 30' x 11'
Location: Addison Apartments - Leasing Office

"Wings of Color" is a breathtaking mural that combines painted art with three-dimensional sculptures. This piece features aluminum butterfly sculptures with colored acrylic inserts. As the sun moves across the sky, these butterflies cast vibrant, colored shadows on the wall, creating a dynamic interplay of light and color.

This mural is not static; it evolves with the day, embodying the theme of transformation. The shifting shadows symbolize the ever-changing nature of life, emphasizing that beauty can be found in every phase of existence. The aluminum butterflies are crafted with precision, their wings shimmering in the sunlight and creating a kaleidoscope effect that enchants all who behold it. The choice of materials—aluminum and acrylic—ensures durability while allowing for a captivating interaction with natural light.

MURAL 1 - FLORAL REVERIE | THE COLOR DREAMERS



MURAL 2 - WINGS OF COLOR | THE COLOR DREAMERS





EXISTING STREET

S.W. 98th AVENUE ROAD

PRIORITY STREET 'B'

N22°34'0 5 "E 530.79' (M&C)

(50' PUBLIC RIGHT-OF-WAY)

S.W. 98th AVENUE ROAD

North wall of BLDG B, 'Wings of Color' 30'x11'

West wall of BLDG D, 'Floral Reverie' 30'x36'

BLDG. A

BLDG. B

BLDG. C

BLDG. D

BLDG. E

BLDG. F

BLDG. G

BLDG. I

BLDG. L

BLDG. M

BLDG. N

BLDG. O

LEASING OFFICE

TRASH COMPACTOR

A/C COMPRESSOR

A/C COMPRESSOR TYP

FERMEABLE PAVERS

NEW 22'-0" STREET

NEW 22'-0" STREET

NEW 22'-0" STREET

Veteran parking

Stroller parking

Leasing space

ADA PARKING

BOLLARD SEE DETAIL ON A-3

DOG PARK

6' TALL CBS WALL

6' TALL CBS WALL

6' TALL CBS WALL

5'-0" TYP. SIDEWALK

5'-0" TYP. SIDEWALK

SEE SIDEWALL CONSTRUCTION ON FI CIVIL PLAN

folding security gates

CATCH BASIN

MOORE LE PARKS

18185 TERRACE

(EXISTIN PRIORITY STREET 'B'

S.W. 98th AVENUE 'B' STREET

EXISTING STREET

S.W. 182nd ST.

LOT 11

LOT 1

N.W. LINE OF LOT 12

safety fences control pedestrian and vehicle traffic around temporary hazard

SAFEGUARD DURING CONSTRUCTION. MODEL NO: S-24123 STANDARD 6"x100' W/ H-4637 STEEL FENCE POSTS

NEIGHBORHOOD SECTOR

NOTES:
1- FIN FLOOR 8" ABOVE CROWN OF ROAD OR FEMA REQUIREMENTS.
2- A DETAILED GRADING AND DRAINAGE (STORMWATER) PLAN PURSUANT TO SECTION 30.30.2(N), 30-30.5(A)(2)AND (B)(2), 30-30.5(G)(2) AND 30-30.5(M)(T)AND(X) WILL BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION.
3-HOA SHALL BE ESTABLISHING AS PER FL. LAW FOR COMMON OPEN SPACE
4- PRIVATE TRASH COLLECTION TO BE ADEQUATELY SCREENED TO COMPLY WITH SECTIONS 30-50.23.4-06(A), 30-30.7(F) AND 30-100.1(D)(3)(I).
5- SITE LIGHT TO COMPLY W/ ALL APPLICABLE CODES.

NOTES:
MANHOLES, FIRE HYDRANT, CATCH BASINS, SHALL BE PROVIDED AT THE TIME OF PERMITTING . ALONG WITH ALL DRAINAGE CALCULATIONS

NOTES:
PAVERS REFER TO CIVIL DWG'S FOR DETAILS

NOTE: THESE STRUCTURES ARE BEING SUBMITTED FOR PERMITTING AS SEPARATED TOWNHOUSE AND ARE CONSTRUCTED TO REMAIN STABLE AND IN PLACE EVEN AFTER ANY POTENTIAL COLLAPSE OF THE ADJACENT CONNECTIONS OR STRUCTURES ON EITHER SIDE OF THE DEMISING WALL, PER THE FBC 2020 ED 7 SECTION 706.4.1

SITE PLAN

SCALE 1"=20'

LEGEND

APPROVED UNDER ASPR-22-003

NOTES:
Complance with F.B.C. 2020 Section 3308 TEMPORARY USE OF STREETS , ALLEYS AND PUBLIC PROPERTY.

All accesible walking surfaces slopes will be kept at a maximum of 1:40(2%) in compliance with FBC 2020 Accessibility section 502.4 and 305.2

All components of the building envelope, structural, non-structural, decorative, permanet or removable will require approved current N.O.A's and or submittal of shop drawing for review and approval.

ISSUANCE FOR
☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

STATE OF FLORIDA
EDWARD SILVA
AR0011131
REGISTERED ARCHITECT
REV1 04-15-21 REV2 REV3 REV4

AFFIX SEAL HERE

Client: PALMETTO BAY TH LLC
Address: 18185 SW 98 AVENUE
Address: PALMETTO BAY, FL
Phone:
Plan: SITE PLAN PHASE 2

Job No.:
Drawn By:
Scale: AS NOTED
Date: 06-16-21
Lot:
Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117 AVE #B107, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

E.S.A. QUALITY DESIGN

A-1
of

DESIGN, DRAWING AND RELATED DOCUMENTS PREPARED BY E.S.A. DESIGN GROUP ARE INSTRUMENTS OF SERVICE FOR THE EXECUTION OF THE WORK AND ARE THE PROPERTY OF E.S.A. DESIGN GROUP WHETHER THE WORK IS CREATED OR NOT, AND E.S.A. DESIGN GROUP RESERVES COPYRIGHT THEREIN AND IN THE WORK THEREFROM AND THEY ARE NOT TO BE USED WITHOUT PRIOR CONSENT OR PERMISSION OF E.S.A. DESIGN GROUP CORPORATION OR FOR ANY OTHER WORK WITHOUT THE WORK BE CREATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT IS PROHIBITED.

The Color Dreamers - License Agreement for Village of Palmetto Bay, FL

This License Agreement ("Agreement") is made and entered into on **05-21-24** by and between [**The Color Dreamers**] ("Artist") and [**Village of Palmetto Bay, Florida**] ("The Village"). The Color Dreamers (Amir Shakir & Ivette Cabrera), acknowledge that we are familiar with and shall comply with all Federal, State, County and Local laws in relation to this project and the artwork produced for this project.

1. Grant of License:
The Artist grants The Village a non-exclusive, worldwide, royalty-free license to use, and display the artwork titled "[Floral Reverie & Wings of Color]" ("Work") for non-commercial purposes only. This includes use in public spaces, official Village publications, and promotional materials that do not involve profit or the sale of products.

2. Restrictions:
The Village agrees not to use the Work for profit, including but not limited to:

- Selling or licensing the Work or any reproductions of it.
- Using the Work on any products or merchandise intended for sale.
- Incorporating the Work into any commercial projects or advertisements.

3. Attribution:
The Village agrees to credit the Artist in all instances where the Work is used or displayed. The credit line shall read: "Artwork by [The Color Dreamers - Amir Shakir & Ivette Cabrera]."

4. Modifications:
The Village may not modify the Work without the prior written consent of the Artist. Any approved modifications must also credit the Artist.

5. Termination and Reversion:
This license shall remain in effect until the artwork has been removed or replaced, at which time all rights granted herein shall revert to the Artist. The Artist also retains the right to terminate this license if The Village breaches any terms of this Agreement.

6. Governing Law:
This Agreement shall be governed by and construed in accordance with the laws of [U.S. Federal & Florida, USA].

7. Entire Agreement:
This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Color Dreamers - Amir Shakir & Ivette Cabrera

Print Name: Amir Shakir Signature: _____ Date: 5.24.24

[Village of Palmetto Bay, Florida]

Print Name: _____ Signature: _____ Date: _____

The Color Dreamers - License Agreement for Palmetto Bay TH LLC (The Addison Apartments)

This License Agreement ("Agreement") is made and entered into on **05-23-24** by and between **[The Color Dreamers]** ("Artist") and **[Palmetto Bay TH LLC - The Addison Apartments]** ("Client"). The Color Dreamers (Amir Shakir & Ivette Cabrera), acknowledge that we are familiar with and shall comply with all Federal, State, County and Local laws in relation to this project and the artwork produced for this project.

1. Grant of License:
The Artist grants the [Client] a non-exclusive, worldwide, royalty-free license to use, and display the artwork titled "[Floral Reverie & Wings of Color]" ("Work") for non-commercial purposes only. This includes use in public spaces, official Addison Apartment publications, and promotional materials that do not involve profit or the sale of products.

2. Restrictions:
The Client agrees not to use the Work for profit, including but not limited to:

- Selling or licensing the Work or any reproductions of it.
- Using the Work on any products or merchandise intended for sale.
- Incorporating the Work into any commercial projects or advertisements.

3. Attribution:
The Client agrees to credit the Artist in all instances where the Work is used or displayed. The credit line shall read: "Artwork by [The Color Dreamers - Amir Shakir & Ivette Cabrera]."

4. Modifications:
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6. Governing Law:
This Agreement shall be governed by and construed in accordance with the laws of [U.S. Federal & Florida, USA].

7. Entire Agreement:
This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, understandings, or representations.

8. Maintenance:
The Color Dreamers agree to repair incidental and easily accessible damages to the artwork at no cost to the Client for a period of 5 years. In the case of larger areas that may be damaged or areas of the artwork that require aerial equipment to access, a cost estimate will be provided to the Client for the repairs.

9. Artwork Description:
The Color Dreamers - Addison Palmetto - Artist Narrative
Introducing "Wings of Transformation" a harmonious blend of visual art and nature's wonders. This narrative explores two monumental artworks that grace the Addison Apartments, celebrating the transformative power of nature, the profound beauty of butterflies and the joy of community.

Mural 1: "FLORAL REVERIE"

Dimensions: 30' x 36'
Location: Addison Apartments - Entrance

"Floral Reverie" is a grand mural depicting a serene woman with an ethereal aura. Her hair flows like a river of blossoms, adorned with vibrant flowers and delicate butterflies. This mural captures a moment of quiet contemplation, symbolizing the intimate connection between humanity and nature.

The woman in the portrait embodies Mother Nature, her tranquil expression reflecting the peace and balance found in natural harmony. The reflection of her glasses depict the Village Palmetto Bay enjoying community activities like riding bikes.

The butterflies in her hair represent transformation and the beauty of change, a central theme of the Addison Apartment's new butterfly garden that contains sustainable and native Florida flower species.

The floral elements are not just decorative; each flower is meticulously painted to represent different stages of growth and bloom, paralleling the human journey. The bouquet will contain orchids and an array of local flora and fauna. The intricate details invite viewers to lose themselves in the mural's depth, making new discoveries with each gaze.

Mural 2 with Sculptures: "WINGS OF COLOR"

Dimensions: 30' x 11'
Location: Addison Apartments - Leasing Office

"Wings of Color" is a breathtaking mural that combines painted art with three-dimensional sculptures. This piece features aluminum butterfly sculptures with colored acrylic inserts. As the sun moves across the sky, these butterflies cast vibrant, colored shadows on the wall, creating a dynamic interplay of light and color.

ADDISON APARTMENTS
COASTLAND CONSTRUCTION
THE COLOR DREAMERS
© 2024

Amir Shakir & Ivette Cabrera
thecolordreamers@gmail.com
www.colordreamers.com
786-237-4484

Maintenance Schedule for Exterior Mural:
Frequency: Biannually (Twice a year)

1. **Visual Inspection:** Conduct a visual inspection of the mural to identify any signs of dirt, mold, or other surface contaminants. Pay special attention to areas that may be more prone to buildup, such as corners or sections close to the ground.
2. **Light Washing:** If necessary, perform a light washing of the mural using a gentle stream of water from a hose. Avoid using high-pressure washers, as they may damage the paint or substrate. Alternatively, use a soft sponge or cloth dampened with water to spot clean any visible stains or dirt.
3. **Mild Detergent:** For stubborn stains or areas with accumulated grime, prepare a mild solution of water and gentle, pH-neutral detergent. Apply the solution sparingly to the affected areas using a soft brush or cloth, then rinse thoroughly with clean water.
4. **Rinsing:** After cleaning, rinse the mural thoroughly with water to remove any detergent residue. Ensure that all cleaning agents are completely washed away to prevent potential damage to the mural's surface.
5. **Drying:** Allow the mural to air dry naturally. Avoid using heat sources or abrasive materials to hasten the drying process, as they may cause damage to the paint or substrate.

By following this simplified maintenance schedule, you can help preserve the appearance and integrity of the exterior mural with minimal effort and intervention.

This mural is not static; it evolves with the day, embodying the theme of transformation. The shifting shadows symbolize the ever-changing nature of life, emphasizing that beauty can be found in every phase of existence. The aluminum butterflies are crafted with precision, their wings shimmering in the sunlight and creating a kaleidoscope effect that enchants all who behold it. The choice of materials—aluminum and acrylic—ensures durability while allowing for a captivating interaction with natural light.

9. Project Price:
$60k All Inclusive

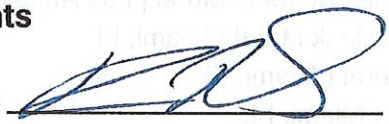
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Color Dreamers - Amir Shakir & Ivette Cabrera

Print Name: Amir Shakir Signature: 

Date: 05-30-24

Palmetto Bay TH LLC - The Addison Apartments

Print Name: KAREN RODRIGUEZ Signature: 

Date: 5/30/24

THE COLOR DREAMERS - RESUME/CV
142 nw 145th St.
Miami, FL 33142

Amir Shakir and Ivette Cabrera
Team Leader: Amir
786-237-4484
thecolordreamers@gmail.com
www.ColorDreamers.com

Education
Ivette Cabrera
Academy of Art University, Interior Architecture and Design, San Francisco, CA - 2012
Columbia College, Marketing Communications, Chicago, IL - 2008
Amir Shakir
Texas Southern University, Art and Music, Houston TX - 2000

Murals/Public Art

2024 - Velvet Taco Murals | Wynwood Miami, FL
Cheeburger Restaurant Mural | Sanibel, FL
2023 - Interior Astronaut Mural | Pinecrest, FL
Fairfield Marriott Hotel Mural | Los Angeles, CA
Aloft Marriott Hotel Butterfly Mural | Los Angeles, CA
Aloft Hotel Pool Deck Mural | Miami, FI
2022 - Bezel Condo Mural | Miami, FL
Solana Spaces | Miami, FL
Interior Portraits | Miami, FL
Brain Station Station Mural | Miami, FL
Bezel Condos Staircase Mural | Miami, FL
Bottled Blonde Building 3 Murals | Miami, FL
2021 - Oceana Bal Harbor Penthouse Mural | Miami, FL
Miro Condo - Boxing and Gym - 4 Murals | Miami, FL
Parkline South Lobby Mural | Miami, FL
Grace Loves Lace - Roses and Lace Wings Murals Wynwood | Miami, FL
Tanuki - Restaurant Mural | Miami Beach, FL
Goodyear & ESPN - Galactic City Artwork Installation | Miami Beach, FL
2020 - Miro Condo - Feather Parking Lot Mural | Brickell Miami, FL
Prologis - Miami Graffiti Mural | Miami, FL
Five Below - Artwork installation on shades for River Landing Shops | Miami, FL
Thor Equities - A love letter to Wynwood - 2 murals in Wynwood Miami | Mami, FL
2019 - Maizena - Welcome to Wynwood Mural in Wynwood Miami | Miami, FL
Levis - Lenticular Fence Mural Installation | Miami, FI
EA Sports - Need for Speed Video Game Release - Live painting | Miami, FL
Caoba Condo - Miami World Center - 2 Murals and column features | Miami, FL
Midtown 5 Condominium Pool Deck - 4 Murals | Miami, FL
2018 - YMCA Mural, HOYT Arts and Education Center | New Castle, PA
Nelson International Mural Festival | Nelson, BC CANADA
DiMare Design Abstract Artworks Series, Private Collection | North Miami, FL

"Raquel Riley Thomas Mural" 40' x 35' - Thomas Riley Strategies | Wynwood Miami, FL
Residential Mural with Distressed Flowers - Dimare Design | North Miami, FL
2017 - "Free Birds" Mural on shipping container, Public Arts Task Force | Levee Park Hastings, MN
Havaianas Flip Flop Shop - Commercial Mural | Wynwood Miami, FL
"Wynwood Smoke Lounge" Commercial Mural | Wynwood Miami, FL
"Art Deco Fish" Sculpture Painted Pompano, Pompano Art in Public Places | Pompano, FL
"Game Changers" FN CEO Summit | Miami Beach, FL
"Set Free" Parking and Business Improvement Area | Olympia, WA
"Cherubs" Vaulted Ceiling Mural Commission, Private Residence | Palm Coast, FL
2016 - "Floating" Mural, R House | Wynwood Miami, FL
"Erzuli Dantor" Little Haiti Mural Project | Little Haiti Miami FL
"L'Épicerie at Wynwood" Restaurant Mural | Wynwood Miami, FL
2015 - "La Nina" Wynwood Mural | Miami, FL
"Discovery Thy Self" Mural | Wynwood Miami, FL
"Headdress" Wynwood Mural | Miami, FL

Selected Exhibitions/Awards

2021 - Town of Miami Lakes, Cultural Exhibition City Hall | Miami Lakes, FL
2018 - Yellowstone Art Museum, Silent Art Auction 50 | Billings, MT
2017 - Life Is Art - Spectrum International Art Fair - Miami Art Week | Wynwood Miami, FL
Miami-Dade County Achievement Award by Mayor Carlos A. Gimenez | Miami, FL
New American Awards, Legal Services | Annual Banquet & Charity Auction | Miami, FL
Art Miami Dade - Miami Dade County Exhibit - Stephen P. Clark Center | Miami, FL
Robot Love - Exhibition | Palm Shores, FL
Yellowstone Art Museum, Silent Art Auction 49 | Billings, MT
2016 - Art Beat Miami, Little Haiti Satellite Fair | Miami, FL
Villa Paula Gallery and Museum, Gateway to Collecting | Miami, FL
2015 - Brisky Gallery, Bombay Sapphire Artisan Series | Miami, FL
Articollectiva Gallery, Relevencia Colectiva-formas Esteticas y Sus Opuestos | Miami, FL
The Baker Museum, Florida Contemporary | Naples, FL
Miliander Center for Arts and Entertainment, Life is Art Summer Exhibit | Miami, FL
2014 - Trespass Gallery, Human | Clarksville, TN

Curated Exhibitions/Community Events/Speaking Engagements

2018 - Nelson International Mural Festival - Panel Discussion | Nelson, BC Canada
"Top Ten Tips on Becoming a Professional Artist" Workshop | Nelson, BC Canada
Asheville Visiting Artist Public Art Program Presentation, University of North Carolina NC
2016 - Viophillia, Adaptation : A Portfolio of Biological Futurism | Wynwood Miami, FL
"Viophilia Art Fair" Art Basel Satellite Fair | Wynwood Miami, FL
"BRICK" Promote Knowledge and Support People of Color | Wynwood Miami
"Makers Market" Community Arts and Craft Fair | Wynwood Miami, FL
2015 - Viophilia, Vying | Art Basel Competition,$500 Grand Prize | Wynwood Miami, FL
"Essentialize This!" group exhibition of female artists from UF School of Art | Miami, FL
"Features on the Wall" Photography exhibit of local artists | Wynwood Miami, FL
"Dia de los Muertos | A Celebration of Life and Death | Wynwood Miami, FL
"Lady Justice Community Mural" selected by Viophila Board of Directors | Wynwood FL
"No Love" Atomik solo exhibition curated by resident artist Maslow | Miami, FL
2014 - Viophilia, "Nena" Short Film Screening by resident artist Christi Arce | Miami, FL

"Wynwood Artwalk Exhibition" Group exhibition of resident artists | Wynwood, FL
"So you think you can paint" Group exhibition | Wynwood Miami, FL
"Makers Market" Community Art Market | Wynwood, FL

Publications and Media

https://www.ndac.ca/dreaming-in-colour-qa-with-the-colour-dreamers/ - Dreaming in Color, August 2018
"Meet Ivette Cabrera of The Color Dreamers in Wynwood" Voyage MIA, August 2018
"Bob Keating" CBC Canada Interview, Sept 2018
"Little Haiti Mural Project" Miami Times Online, July 2018
"Mural completed for installation at Levee Park" The Hastings Star Gazette, October 2017. Pg B 1
KDWA Radio Interview, Hastings, MN
"Artist, empowers.... women from diverse cultural backgrounds with art" A book of. September 2017
"Bold Women" John Frieda Commercial featuring artist Ivette Cabrera. Released December 2017
"Ivette Cabrera on Celebrating Women's Power. MS MAGAZINE April 2017
"Artist gives historical women of color the glorious crowns they deserve." Huffingtonpost. April 2017
"This Latina Artist Places Headdresses on Women to Inspire...Queens." Latina.com. April 2017
"Ivette Cabrera combines Architecture and Art to create . .powerful women." Aplus.com, February 2017
"Women Who Wear Crowns." The Woven Tale Press, Volume IV #10, December 2016 pages 13-14
"Artists to look out for" Starry night Catalog, Volume 3. December 2016. Page 12
"Women Artist to look out for during Miami Art Week." Miami.com, November 2016
"United in Craft" Mount Gay Rum Commercial featuring Ivette Cabrera & Amir Shakir November 2016
"Artist of the Month" Nomad tribe Wynwood, March 2016
"Essentialize This!" Pop exhibition by Viophilia, September 2016
"Illustrations of Regally Beautiful Women in Elaborate Headdresses...." JazJaz.com, March 2015
"Get Started Now" A Visit to Viophilia." JNNS.com, July 2014
"So you think you can paint" Miami New Times July 2014
"Analog Art Show:The Fusion of Art, Music, and Community." Miami New Times July 2013
"Can We Please Change Gears?- An Artist's Cry for Transition." Ownzee.com, August 2013

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: July 1, 2024

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF TREESOURCES, LLC FOR THE INSTALLATION OF TREES THROUGHOUT THE VILLAGE, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-017; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS AND NINETY SEVEN CENTS ($110,367.97), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Shading Palmetto Bay.doc
Reso - Shading Palmetto Bay.doc
Exhibit A - Recommendation.pdf
Exhibit B - Bid Sheet.pdf
Exhibit C - ITB# 2024-11-017 Shading Palmetto Bay - Tree Planting.pdf
Exhibit D - Bid - Treesources, LLC.pdf

To: Honorable Mayor and Village Council

Date: June 14, 2024

From: Nick Marano, Village Manager

Re: Shading Palmetto Bay - Tree Planting

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF TREESOURCES, LLC FOR THE INSTALLATION OF TREES THROUGHOUT THE VILLAGE, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-017; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS AND NINETY SEVEN CENTS ($110,367.97), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

The Village is continuing the process of undertaking several initiatives to beautify the streets and be part of the countywide effort to achieve thirty percent (30%) tree canopy coverage over Miami-Dade County. In an effort to expand the Miami-Dade County's tree canopy initiative and to further maintain the Village's commitment to being a "Tree City USA", the Village published an ITB# 2024-11-017 a "Shading Palmetto Bay - Tree Planting" on May 28th, 2024.

FISCAL IMPACT:

Stormwater Funds $ 110,367.97

Attachments:

A. Recommendation
B. Bid Sheet
C. ITB# 2024-11-017
D. Bid – Treesources, LLC

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF TREESOURCES, LLC FOR THE INSTALLATION OF TREES THROUGHOUT THE VILLAGE, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-017; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS AND NINETY SEVEN CENTS ($110,367.97), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

WHEREAS, to continue the initiative to beautify the Village streets, the Village published an ITB# 2024-11-017 a "Shading Palmetto Bay - Tree Planting" on May 28th, 2024; and

WHEREAS, the Village received a total of one (1) bid on June 13th, 2024; and

WHEREAS, Treesources, LLC was the lowest responsive, responsible Bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The selection of Treesources, LLC pursuant to ITB# 2024-11-017, entitled "Shading Palmetto Bay - Tree Planting" is hereby approved.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 6/14/2024

ITB#: 2024-11-017 **Item/Service:** Shading Palmetto Bay - Tree Planting

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of one (1) bid received; Treesources, LLC.

II. Recommendation:

a. Which bid is being recommended? Treesources, LLC

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

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

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

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

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held July 1, 2024.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 6/14/24

Nick Marano, Village Manager

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

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

TREES	QUANTITY	COST PER UNIT	TOTAL
Live Oak	5	$474.67	$2,373.35
Mastic	29	$510.67	$14,809.43
Inkwood	53	$664.67	$35,227.51
Paradise Tree	4	$534.67	$2,138.68
Green Buttonwood	2	$448.00	$896.00
Satin Leaf	1	$583.00	$583.00
Mahogany	1	$443.00	$443.00
Redberry Stopper	25	$473.00	$11,825.00
Simpson Stopper	42	$596.00	$25,032.00
Mulch	324 (2 bags per tree)	$12.00	$3,888.00
Planting Stakes	324 (2 per tree)	$8.00	$2,592.00
Watering of Trees*	3 months	$3,520	$10,560.00
		TOTAL	$110,367.97

The planting locations are located on this link via google maps:
https://maps.app.goo.gl/D9mAenJxfUCSbUVp6

Company Name: Treesources, LLC

Contact Person: Spencer Gonzales

Email Address: cs@treesources.com

Phone Number: 850.454.9642

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Shading Palmetto Bay – Tree Planting

ITB NO.:

2024-11-017

DUE DATE:

Thursday, June 13th, 2024 on or before 10:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 28th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)

No. 2024-11-017

Shading Palmetto Bay – Tree Planting

The Village of Palmetto Bay is currently soliciting for the installation of shaded trees throughout the Village. The Village will **receive sealed bids no later than 10:00 a.m.** on or before **Thursday, June 13th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Shading Palmetto Bay – Tree Planting ITB# 2024-11-017**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A non-mandatory pre-bid meeting is scheduled for **Friday, May 31st, 2024, at 10:30 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 28th, 2024**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Shading Palmetto Bay – Tree Planting (the "Project")

The Village is continuing the process of undertaking several initiatives set forth to beautify the streets and be part of the countywide effort to achieve thirty percent (30%) tree canopy coverage over Miami-Dade County. In an effort to expand the Miami-Dade County's tree canopy initiative and to further maintain the Village's commitment to being a "Tree City USA" participant for the following is being proposed for an ITB.

The following project has been allotted a limited scope of funds therefore the Village is requesting a cost on a "Per Tree Basis" as per the tree species.

The site locations are currently "Proposed". Approval from residents will be requested and obtained prior to installation work.

All bids must be on a Guaranteed Maximum Price (GMP) basis per the Bid Form.

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

Bidders are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids. Bidders are to promptly notify the Village's Procurement Specialist, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or error in the ITB or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the bidding documents.

Inquiries must be received by Tuesday, June 4th, 2024, no later than 3:00 p.m. The Addendum will be posted by Tuesday, June 11th, 2024, no later than 5:00 p.m. on Vendor Registry.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to this time may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- ~~Errors and omissions or Company liability insurance - $1,000,000~~

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

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

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.
If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to

submit the required insurance documents in the manner prescribed in the Contract within fifteen (15) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds
The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages
The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (l0) days of written demand by the Village.

3.23 Litigation
Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors
If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the bidder or its employees, agents, servants, partners, principals or Subcontractors. The bidder shall pay all claims and

losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the bidder agrees that in the event the Contract is terminated for the Village's breach, the damages that the bidder may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake,

hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

3.30 Bid Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified check payable to the Village of Palmetto Bay or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a surety bond is not required.

a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.

b. A Labor Payment Bond

SECTION 4.0: Scope of Services

4.01 Scope of Work

The Company shall furnish all labor, materials, equipment, and supervision required to provide the installation of trees identified on the chart below:

Number of trees for site	Tree Species	Location	Replace/New
2	Live Oak	Across Fr 9060 SW 156th Street	Replacement
7	Simpson Stopper	9061 SW 156th Street	New
6	Simpson Stopper	9021 SW 156th Street	New
2	Simpson Stopper	8965 SW 156th Street	New
1	Simpson Stopper	8945 SW 156th Street	New
3	Mastic	8920 SW 155th Street	New
3	Mastic	15500 SW 89th Avenue	New
1	Inkwood	8901 SW 155th Street	New
3	Mastic	8205 SW 174th Terrace	Replacement
2	Live Oak	8245 SW 176th Terrace	New
1	Paradise Tree	7700 SW 176th Street	New
3	Paradise Tree	7720 SW 176th Street	Replacement
1	Live Oak	7821 SW 168th Street	Replacement
2	Mastic	9495 SW 180th Street	New
2	Inkwood	9495 SW 180th Street	New
2	Simpson Stopper	16401 SW 90th Avenue	New
2	Redberry Stopper	16401 SW 90th Avenue	New
2	Inkwood	16401 SW 90th Avenue	New
3	Redberry Stopper	15320 SW 85th Avenue	New
3	Redberry Stopper	15620 SW 85th Avenue	New
2	Simpson Stopper	15700 SW 85th Avenue	New
2	Simpson Stopper	15720 SW 85th Avenue	New
3	Mastic	8475 SW 158th Street	New
2	Inkwood	8490 SW 158th Street	New
2	Inkwood	15800 SW 84th Court	New
2	Simpson Stopper	15820 SW 85th Avenue	New
2	Mastic	15925 SW 85th Avenue	New
3	Redberry Stopper	15940 SW 85th Avenue	New
3	Inkwood	8745 SW 155th Terrace	New
3	Inkwood	8860 SW 155th Terrace	New
2	Simpson Stopper	8980 SW 157th Street	New
4	Simpson Stopper	15735 SW 89th Avenue	New
3	Inkwood	8856 SW 156th Terrace	New
1	Mahogany	16601 SW 92nd Avenue	Replacement

2	Mastic	8800 SW 160th Street	Both
8/7	Simpson/Redberry	8701 SW 141st Street	New
3	Mastic	8261 SW 183rd Street	Replacement
3	Inkwood	8740 SW 174th Street	Replacement
3	Redberry Stopper	9360 SW 181st Street	New
3	Redberry Stopper	9340 SW 181st Street	New
1	Redberry Stopper	9320 SW 181st Street	New
2	Mastic	9301 SW 178th Street	New
4	Simpson Stopper	9301 SW 178th Street	New
2	Inkwood	17721 SW 93rd Avenue	New
4	Inkwood	17600 SW 89th Court	New
3	Inkwood	8941 SW 176th Street	New
2	Inkwood	8921 SW 176th Street	New
1	Inkwood	8920 SW 176th Street	New
2	Inkwood	8901 SW 176th Street	New
3	Inkwood	8800 SW 176th Street	New
2	Inkwood	8801 SW 176th Street	New
1	Inkwood	8780 SW 176th Street	New
3	Inkwood	7400 SW 176th Street	New
2	Inkwood	8640 SW 160th Street	New
2	Inkwood	8715 SW 160th Street	New
1	Satin Leaf	15105 SW 89th Court	Replacement
3	Inkwood	8480 SW 140th Street	New
2	Inkwood	8420 SW 140th Street	New
6	Mastic	SW 84th Avenue - 140th-141st Street	New
2	Green Buttonwood	15621 SW 75th Avenue	Replacement

Current proposed tree counts:
Live Oak - *Quercus virginiana* = five (5)
Mastic - *Sideroxylon foetidissimum* = twenty-nine (29)
Inkwood - *Exothea paniculate* = fifty-three (53)
Paradise Tree - *Simarouba glauca* = four (4)
Green Buttonwood - *Conocarpus erectus* = two (2)
Satin Leaf - *Chrysophyllum oliviforme* = one (1)
Mahogany - *Swietenia mahagoni* = one (1)
Redberry Stopper - *Eugenia confusa* = twenty-five (25)
Simpson Stopper - *Myrcianthes fragrans* = forty-two (42)

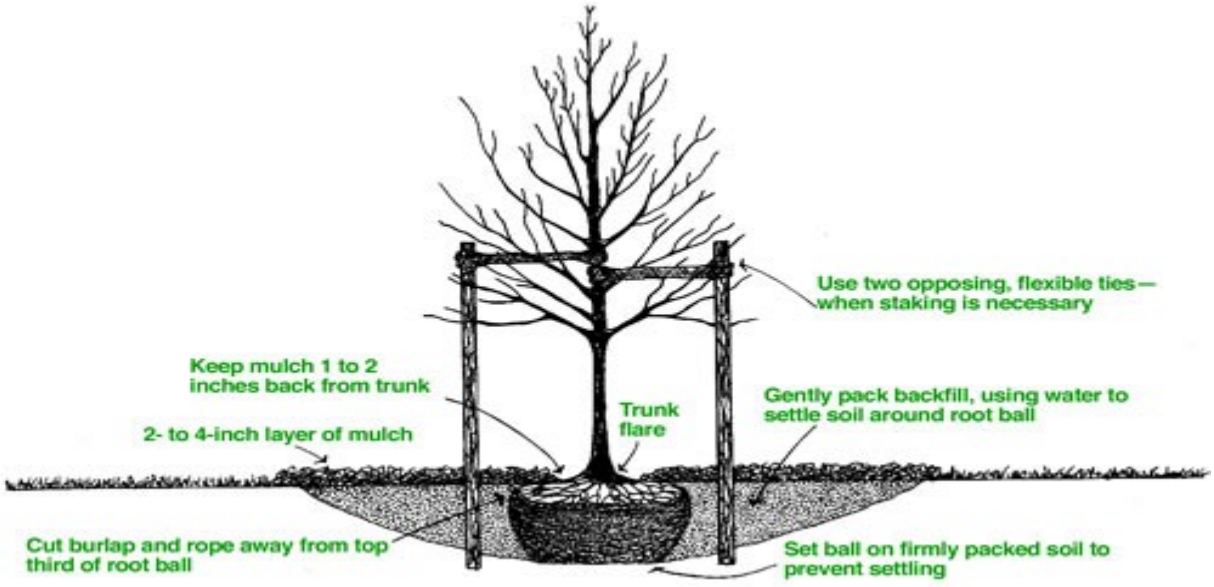
In addition, the Company shall furnish mulch, planting stakes, and watering of trees.

4.02 Tree Planting

- The work shall include, but not limited to, furnishing material, layout, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking, and guying where required, watering, cleanup, maintenance, and guarantee.

- Excavation related to inadequate drainage: some or all work areas may contain existing materials such as, but not limited to concrete, peat layer, lime rock, existing tree stumps and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage and/or proper plant survival growth. Removal of the material, to have adequate vertical drainage, is part of the scope of work. Therefore, it is recommended that subsurface investigations and/or examinations are necessary to determine the extent of excavation required above and beyond the minimum requirements indicated herewith. Compensation for any removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed to fill the larger excavated area, shall be included in the Bid prices. The Company shall not receive separate, additional compensation for this work.

- All trees shall be properly staked.



4.03 Trees

- All trees shall be no less than standard, Florida grade No.1, or better, at the time of delivery and inspected by the Village representative prior to installation and final acceptance.

- Habit of Growth: All trees shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous, and free from insects, tree diseases and injuries.

- Die-Back and Leaf Drop: Plants showing signs of die-back or leaf drop will not be accepted and must be removed from the project immediately if directed by the Village. Therefore, any trees with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to planting.

- Trees shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

- Measurement of Trees:

  a. Root Ball: Requirements for the measurement of root ball diameter and depth shall comply with the requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants", Part 1 and Part 2.

  b. Height of Trees: The height of the tree shall be measured from finish grade and continue up to where the main mass of the plant uniformly ends. The height shall not include any singular or isolated parts of the tree, such as leaves, shoots, branches, limbs, or fronds, which extend out beyond the main mass of the plant.

  c. Width of Trees: The width of tree shall be measured from one side of where the main mass uniformly ends and continue to the other side of where the main mass of the tree uniformly ends. The width shall not include any singular or isolated parts of the trees such as leaves, shoots, branches, limbs, or fronds, which extend out beyond the main mass of the plant.

  d. All trees in Type 1 Matrix shall have a minimum overall height of eight to twelve feet (8'-12') and minimum of two-inch (2") caliper at the time of installation.

  e. All trees in Type 3 Matrix shall have a minimum overall height of five to nine feet (5'-9') and minimum of two-inch (2") caliper at the time of installation.

4.04 Mulch

- Mulch shall be one hundred percent (100%) shredded Cypress Mulch, Grade A.

4.05 Grading

- It shall be the responsibility of the Company to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper

elevation with relation to sodded/grassy areas, sidewalks, paving, drain structures and other site conditions, unless indicated otherwise. The Company is responsible for any and all claims resulting from the damage caused by him to these areas as a result of work.

- Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs shall be set so that the top of the mulch in one-inch (1") below the top of the pavement area as indicated otherwise, and top of the soil is one-inch (1") below top of the payment area, measured from the top of pavement to the top of grass blades after mowing. The Company is responsible for any and all claims resulting from the damage caused by the Company to paved areas as a result of the work performed.

4.06 Preparation Before Starting

- Utility Locates: The Company shall contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Company.

- Staking Plant Locations: Stake or mark plant locations prior to plant hole excavation, based on the site locations. All locations are to be confirmed by the Village representative prior to excavation.

- Spacing of Ground Cover and Shrubs: The location of a planting bed (shrub or groundcover) next to another bed, walkway, structure etc., shall have plants along the perimeter spaced so that the trees can mature properly without growing into the other bed, walkway, structures, etc.

4.07 Watering

- Initially, water of the plant material to be done at the time of installation and prior to mulching to develop uniform coverage and deep-water penetration of at least six inches (6"). Avoid erosion, puddling, and washing soil away from plant roots.

- Weeks one (1) and two (2) after planting, watering shall be done daily depending on the weather. If rain is imminent, then installation sites shall be checked to determine if watering is needed for that day.

- Weeks three (3) through twelve (12) after planting, water shall be done every two (2) to three (3) days. If rain is imminent, then installation sites shall be checked to determine if watering is needed for that day.

- After twelve (12) weeks, watering should be on a weekly basis until the roots are established.

- If there is no source of water available at the project site, then the Company shall be responsible for supplying water for hand watering by means of truck or tank.

4.08 Warranty

- All trees shall have a one (1) year warranty from the date of final acceptance of installation. The Company shall provide a written warranty for each planting, which must provide details as to the location of the planting, materials planted, and the effective date of the warranty.

- The Company shall be responsible for periodically inspecting the trees under warranty and identifying any replacements that may be required. Where the Company identifies the need of such replacements the Company shall notify the Village's representative. If the Village representative sees a deterioration of the warrantied plant material, the Company shall remedy the problem no later than ten (10) days after the notification by a Village representative.

- All replacement trees shall be of the same or better species, quality and grade as that of the original specifications of the tree to be replaced. In no case shall the replacement be of a smaller size than the original planted material. Any substitutes shall be presented to the Village for approval before replacement.

- All work replaced under the warranty shall be warranted for a one (1) year period from the date of acceptance, voiding the original warranty from the replaced planted material.

- Should the Village determine that no replacement will be made, or the Company fails to replace the tree in a timely manner the price previously paid for the tree will be deducted from any monies due to the Company.

4.09 Substantial Completion and Final Acceptance

- Upon notification from the Company that the scope has been completed and ready for inspection, the Village will schedule a time for a Village representative walk-through seeing all the locations specified on this ITB. Inspection shall include the following:

    a) Health of Planted Material
    b) Grade of Mulch
    c) Tree Height
    d) Caliper Measurement
    e) Inspection of cleanup on the located site

- At this point the Company should have the paperwork ready with the warranties of the planted material to be handed to the Village representative. If generated, have the invoice ready for payment. The Village in turn will immediately process the invoice for proper payment not to exceed NET thirty (30) days.

- During the walk-through, if the Village representative has issues on any location site, the Village will write a "punch list" for the Company to remedy. After finishing the punch list, the Company will notify the Village representative to schedule a walk-through targeting the areas of the punch list for final approval.

- Cleanup of the site is expected, no equipment, rubbish etc. shall be left behind on the site.

- During the process, if there are any damages caused directly or indirectly to Village property or private property, the Company shall bare all costs associated with the damages.

4.10 TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission**.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

TREES	QUANTITY	COST PER UNIT	TOTAL
Live Oak	5		
Mastic	29		
Inkwood	53		
Paradise Tree	4		
Green Buttonwood	2		
Satin Leaf	1		
Mahogany	1		
Redberry Stopper	25		
Simpson Stopper	42		
Mulch	324 (2 bags per tree)		
Planting Stakes	324 (2 per tree)		
Watering of Trees*	3 months		
		TOTAL	

The planting locations are located on this link via google maps:
https://maps.app.goo.gl/D9mAenJxfUCSbUVp6

Company Name: _____

Contact Person: _____

Email Address: _____

Phone Number: _____

Section 5.0 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 10:00 a.m. EST June 13th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 8 (Required Bid Submittal Forms; **must be notarized in Florida**)
Bid Form
5% Bid Bond
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 28th, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Friday, May 31st, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	10:30 a.m.
Last day to Submit Questions	Tuesday, June 4th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 11th, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Thursday, June 13th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	10:00 a.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

D. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

E. Business License & Tax

The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

F. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Shading Palmetto Bay – Tree Planting
Invitation to Bid No. 2024-11-017

Name of Company: _____

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

Contracted Services Information:

Scope of Work: _____
_____
_____

Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
If you responded no to any of the above please provide details:
_____
_____
_____

Comments:

_____
_____
_____
_____
_____

Name of Public Entity/Company:

_____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached Bid;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn

state:

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

_____

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

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

   Full Legal Name _____ Address _____ Ownership

   _____%

   _____%

   _____%

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

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# 2024-11-017, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Continued Next Page

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

Notary Public _____

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Shading Palmetto Bay – Tree Planting**
ITB No. 2024-11-017 in accordance with Contract Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Shading Palmetto Bay – Tree Planting**
ITB No. 2024-11-017 in accordance with Contract Documents as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is _____, 20___. Completion date shall be _____, 20__ .

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____(hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of _____Dollars ($_____), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Shading Palmetto Bay – Tree Planting

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this _____ day of _____, and attested by its _____, A.D., 20___.

ATTEST:

_____

_____ By:

_____(Title)

(Principal)

ATTEST:

_____

_____ By: _____

(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

PERFORMANCE BOND

PROJECT TITLE: Shading Palmetto Bay – Tree Planting (the "Project")
CONTRACTOR:
CONTRACT NO: 2024-11-017
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with _____ (Company), dated the _____ day of _____, 20____, for the construction of the **Shading Palmetto Bay – Tree Planting** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness:_____	Witness: _____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Shading Palmetto Bay – Tree Planting
CONTRACTOR:
CONTRACT NO: 2024-11-017
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a Company, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Shading Palmetto Bay – Tree Planting** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness:_____ Witness: _____

Principal

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

Surety

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

The name and address of the Resident Agent for service of process Surety is:

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Shading Palmetto Bay – Tree Planting**

Invitation to Bid#: 2024-11-017

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the Village of Palmetto Bay, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work

performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____
_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Shading Palmetto Bay – Tree Planting**

Invitation to Bid#: 2024-11-017

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the Village of Palmetto Bay, hereafter called Contractor.

2. The Contractor for and in consideration of final payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.

4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Shading Palmetto Bay – Tree Planting**

Invitation to Bid#: 2024-11-017

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of $_____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____(Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Shading Palmetto Bay – Tree Planting**

Invitation to Bid#: 2024-11-017

Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of $_____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.

2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.

3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company:_____(Seal)

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

SECTION 10.0: Exhibits

Draft Contract for: Shading Palmetto Bay – Tree Planting

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **May 28th, 2024** for the **Shading Palmetto Bay – Tree Planting**; and

WHEREAS, the Company submitted a Bid dated **June 13th, 2024**, in response to **ITB# 2024-11-017**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded bid to the Company to install shaded trees throughout the Village and approved the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract

B. ITB# 2024-11-017 issued by the Village.

C. Bid Sheet submitted by the Company showing breakdown of costs.

DRAFT

Article 2. Scope of Work

1. The Work is generally described as follows:
The Company shall furnish all labor, materials, equipment, and supervision required to provide the installation of trees identified on the chart below:

Number of trees for site	Tree Species	Location	Replace/New
2	Live Oak	Across Fr 9060 SW 156th Street	Replacement
7	Simpson Stopper	9061 SW 156th Street	New
6	Simpson Stopper	9021 SW 156th Street	New
2	Simpson Stopper	8965 SW 156th Street	New
1	Simpson Stopper	8945 SW 156th Street	New
3	Mastic	8920 SW 155th Street	New
3	Mastic	15500 SW 89th Avenue	New
1	Inkwood	8901 SW 155th Street	New
3	Mastic	8205 SW 174th Terrace	Replacement
2	Live Oak	8245 SW 176th Terrace	New
1	Paradise Tree	7700 SW 176th Street	New
3	Paradise Tree	7720 SW 176th Street	Replacement
1	Live Oak	7821 SW 168th Street	Replacement
2	Mastic	9495 SW 180th Street	New
2	Inkwood	9495 SW 180th Street	New
2	Simpson Stopper	16401 SW 90th Avenue	New
2	Redberry Stopper	16401 SW 90th Avenue	New
2	Inkwood	16401 SW 90th Avenue	New
3	Redberry Stopper	15320 SW 85th Avenue	New
3	Redberry Stopper	15620 SW 85th Avenue	New
2	Simpson Stopper	15700 SW 85th Avenue	New
2	Simpson Stopper	15720 SW 85th Avenue	New
3	Mastic	8475 SW 158th Street	New
2	Inkwood	8490 SW 158th Street	New
2	Inkwood	15800 SW 84th Court	New
2	Simpson Stopper	15820 SW 85th Avenue	New
2	Mastic	15925 SW 85th Avenue	New
3	Redberry Stopper	15940 SW 85th Avenue	New
3	Inkwood	8745 SW 155th Terrace	New
3	Inkwood	8860 SW 155th Terrace	New
2	Simpson Stopper	8980 SW 157th Street	New
4	Simpson Stopper	15735 SW 89th Avenue	New
3	Inkwood	8856 SW 156th Terrace	New
1	Mahogany	16601 SW 92nd Avenue	Replacement
2	Mastic	8800 SW 160th Street	Both

8/7	Simpson/Redberry	8701 SW 141st Street	New
3	Mastic	8261 SW 183rd Street	Replacement
3	Inkwood	8740 SW 174th Street	Replacement
3	Redberry Stopper	9360 SW 181st Street	New
3	Redberry Stopper	9340 SW 181st Street	New
1	Redberry Stopper	9320 SW 181st Street	New
2	Mastic	9301 SW 178th Street	New
4	Simpson Stopper	9301 SW 178th Street	New
2	Inkwood	17721 SW 93rd Avenue	New
4	Inkwood	17600 SW 89th Court	New
3	Inkwood	8941 SW 176th Street	New
2	Inkwood	8921 SW 176th Street	New
1	Inkwood	8920 SW 176th Street	New
2	Inkwood	8901 SW 176th Street	New
3	Inkwood	8800 SW 176th Street	New
2	Inkwood	8801 SW 176th Street	New
1	Inkwood	8780 SW 176th Street	New
3	Inkwood	7400 SW 176th Street	New
2	Inkwood	8640 SW 160th Street	New
2	Inkwood	8715 SW 160th Street	New
1	Satin Leaf	15105 SW 89th Court	Replacement
3	Inkwood	8480 SW 140th Street	New
2	Inkwood	8420 SW 140th Street	New
6	Mastic	SW 84th Avenue - 140th-141st Street	New
2	Green Buttonwood	15621 SW 75th Avenue	Replacement

Current proposed tree counts:
Live Oak - *Quercus virginiana* = five (5)
Mastic - *Sideroxylon foetidissimum* = twenty-nine (29)
Inkwood - *Exothea paniculate* = fifty-three (53)
Paradise Tree - *Simarouba glauca* = four (4)
Green Buttonwood - *Conocarpus erectus* = two (2)
Satin Leaf - *Chrysophyllum oliviforme* = one (1)
Mahogany - *Swietenia mahagoni* = one (1)
Redberry Stopper - *Eugenia confusa* = twenty-five (25)
Simpson Stopper - *Myrcianthes fragrans* = forty-two (42)

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **ITB# 2024-11-017** and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties

shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3. The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the Proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing. Failure to do so will result in the Village looking to the Bond posted.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The

Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed" (NTP), shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

After issuance of the NTP from the Village, the Company shall perform their Work and be finished no later than five (5) months from the NTP date.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Contractor's bid the total amount is _____ ($_____). The Company shall give prior notice to the Village if the Project exceeds the total price and must be approved by the Village in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Construction Supervision/Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dionisio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dionisio Torres, Director of Public Service.

(B) The Project Manager shall supervise and direct the Work using best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the

Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (I0) days of written demand by the Village.

Article 9. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided,

however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs at trial or appellate levels. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 10. Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.

(B)

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- ~~Errors and omissions of liability--$1,000,000~~

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village. The Village shall be named as an additional insured.

(C) Performance and Payment Bonds – must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.

Article 11. Modification Amendment

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

Article 12. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13. Waiver

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

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18. Captions and Paragraph Headings

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

Article 19. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20. Counterparts

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

Article 21. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be

replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22. Public and Employee Safety

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

Article 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 27. Severability

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

Article 28. E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Article 29. Warranty

The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

DRAFT

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Treesources Qualifications Package

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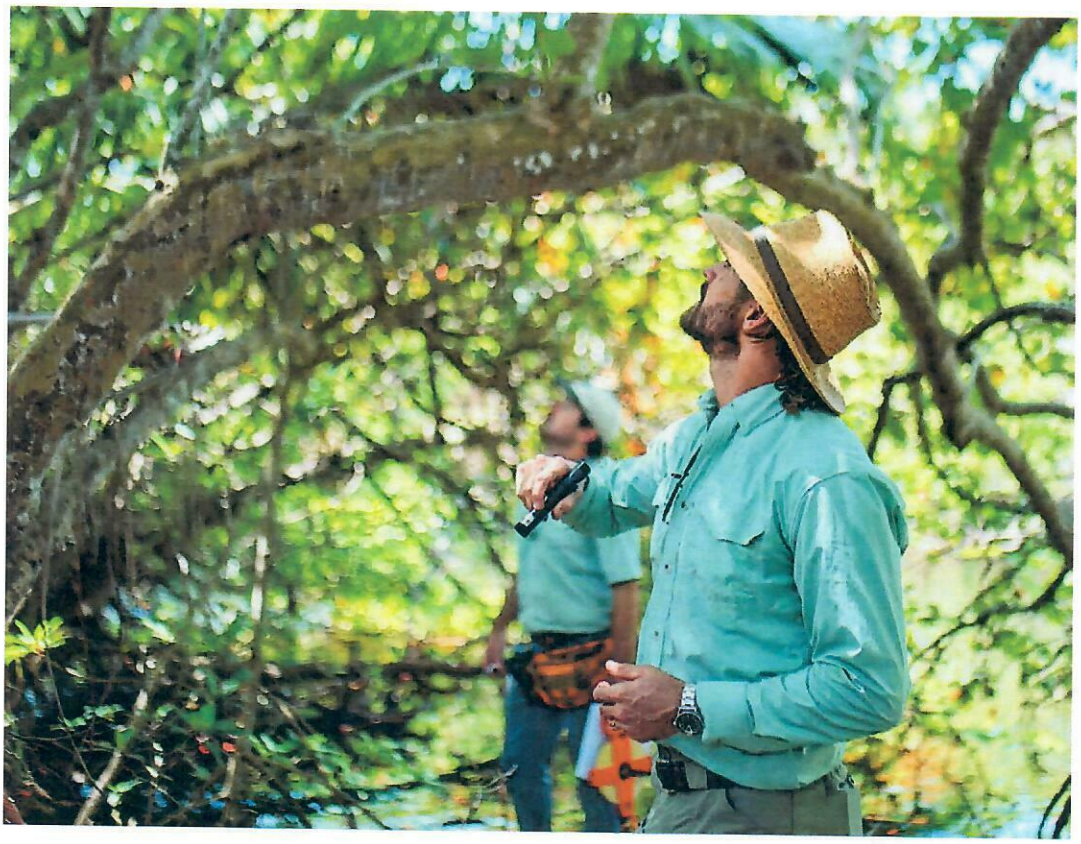
Treesources is a green infrastructure company.

Growing in collaboration with nature.



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...To The Reader

This document presents a general overview of the qualifications and experience of Treesources. Treesources offers a full complement of arboriculture and environmental services, from consulting and design to implementation and ongoing stewardship.

Our team is comprised of professional arborists, scientists, and technicians with extensive and varied experience. We are a small business with big values. We would welcome the opportunity to work with you.

Included is an abbreviated list of the project types and specific capabilities that provide a generalized scope of the services provided by Treesources.



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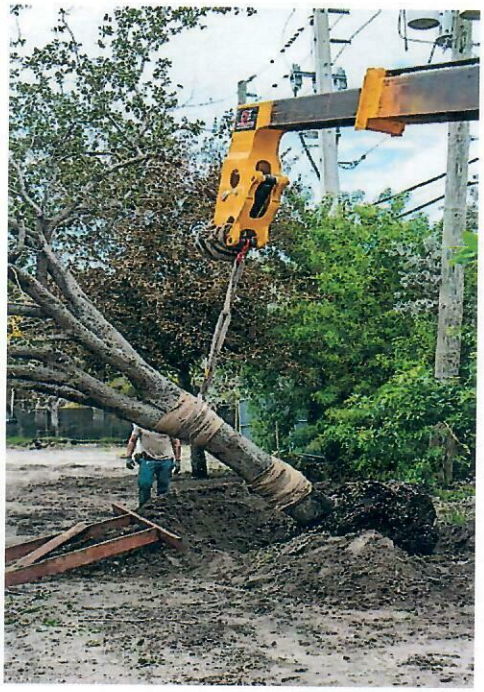
South Florida Experts

A local team that knows our community.

Our team has experience and unmatched local knowledge. We understand the important connections between green infrastructure, ecological integrity, and our community well-being. We have been in business 5 years.



"...building community resilience through trees."

Trees are becoming defining and valued features of communities as they recognize the important contributions provided, such as ecological integrity, cooling, absorption of stormwater, carbon storage, air quality improvement, positive impacts to real estate value, and beautification. Treesources believes in building community resilience through trees. We strive to implement projects that provide benefits and we have become pioneers in developing, evaluating, and implementing green infrastructure. We are not only experts in arborist services, landscape installation, and green infrastructure, we are also stakeholders and members of the community.



Our team includes scientists with extensive research experience in South Florida ecological systems and arborists with extensive experience in consulting and implementation of projects. Our solutions are community and research based.

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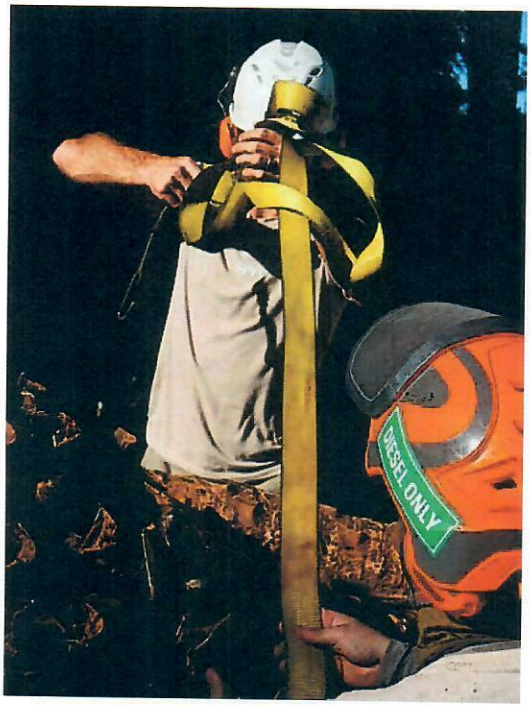
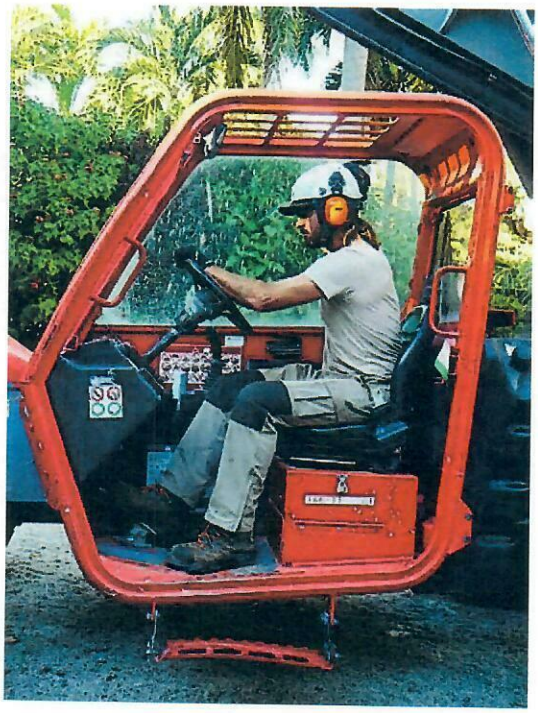
A Safety Culture

We begin everything with safety.

Safety is ingrained in everything we do. We care about the people we work with, and we take this responsibility very seriously. As early as the planning and design phase, we look for ways to make the work safer during project implementation. We review our plans for potential safety concerns and address them before the work begins. Training is developed and delivered on the job site and in the office to ensure we remain sharp and focused on our efforts.

Routine training and site-specific orientations are developed and delivered to prepare our team for the work. Concomitantly, we utilize and implement proven tools and tested industry standards for safety including, OSHA and American National Standard for Arboriculture Operations (ANSI).





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Community Involvement

Helping to build a better community.

Service is in our company DNA. We are proud to contribute to making our community a healthy, safe, and enjoyable place to live, work, and play through our work and community involvement. Our service work includes company beach cleanups, community workshops and green job skill-building, arts + science events, and more.

Our team makes long-term commitments to environmental efforts and our projects. We are keen to showcase our projects to the community via environmental education events when requested.

Our team is committed to inclusive collaboration and excellence. We understand the value of community and what it means to support each other. Treesources works diligently to attract, develop, and retain a diverse team that is representative of our community.



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Professional Services

Our list of professional services is diverse and focused within the field of green infrastructure and environmental services. Additional services may be available upon request.

Arboriculture Consulting

- Arborist Reports
- Tree Appraisal
- Tree Relocation Feasibility
- Tree Risk Assessment
- Expert Witness
- Permitting and Mitigation Assessment
- Tree Health Assessment

Arborist/Tree Services

- Tree Maintenance and Trimming
- Tree Planting and Removal
- Tree Relocation
- Tree Invigoration and Health Care

Ecological Assessments

- Ecological Resource Assessments
- Floristic Studies
- Protected Species/Wildlife Assessments (e.g. Florida Bonneted Bat, Eastern Indigo Snake, etc)
- Wildlife Monitoring
- Wetland Delineation
- Wetland Restoration
- Turbidity Monitoring
- Forest Community Services and Monitoring

Mangroves

- Mangrove Assessment and Permits
- Mangrove Trimming

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Project Experience

Our client list is diverse and includes non-profits, residential, HOA's, institutions, and government entities. Additional Project Experience, as well as budgets and references, beyond this page is available upon request.

Client: Miami-Dade Department of Transportation and Public Works
Project Type: Large-XL Tree Relocation and Care for Establishment Period
Project included the relocation of large, specimen-size native trees as part of a transportation project.
Duration: December 2022 – August 2023

Client: City of Hialeah
Project Type: Tree Planting and Care for Establishment Period
Our team is contracted to plant over 250 trees within the City of Hialeah's neighborhoods and parks.
Duration: August 7th, 2023 – ongoing.

Client: Factory Town – Green Infrastructure Management
Project Type: Design and Tree Stewardship (Planting and Care for Establishment Period)
Our team has managed the tree resources within the Factory Town, an innovative campus and venue with the City of Hialeah. Management includes tree planting, relocation, maintenance, and tree health care. Our team has also designed and implemented several stormwater projects at Factory Town, including the design/build of a micro-Cypress Dome and linear bioswales to manage surface water onsite.
Duration: 2021 – Ongoing

Client: Pelican Harbor Seabird Station
Project Type: Florida Bonneted Bat Survey
Our experts conducted roost surveys for the Florida bonneted bat as part of the ecological evaluations performed pre-construction.
Duration: 2021

Client: FR-Aleman – Stormwater Improvements South of Fifth Miami Beach
Project Type: Arborist Report
Our experts conducted arborist surveys of over 500 trees for a large-scale project comprised of stormwater infrastructure improvements in the City of Miami Beach.
Duration: 2022

Client: Bartlum Yards – Stock Island Marina and Residential Development
Project Type: Ecological Resource Evaluation and Arborist Report
Our experts conducted preconstruction surveys for potential presence of protected wildlife and habitat, including wetlands, essential fish habitat, and listed species. Additionally, we produced an arborist report which included coastal trees such as mangroves.

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Equipment

Treesources has the necessary equipment to fulfill the project goals and meet all the requirements of the solicitation. Below is a list of available equipment and software.

EQUIPMENT LIST 2023-2024	
Forestry Bucket Truck	1
Bandit & Vermeer Chipper	1
Water Trailer (500 gallon)	1
Skidsteer	1
Ford F-450	1
Ford F-150	1
Ford Super Duty F-250	1
General Forestry, Arboriculture, Landscaping Tools	Surplus
Arrow GNSS Receiver	1
AutoCAD Civil 3D AutoDesk Design Suite Premium	-
ArcGIS 10.3 and PRO	-
Binoculars	Surplus
Hand-held Refractometer	1
16' Work Boat	1
Borescope Digital Camera	1
Garmin Hand-held GPS Unit	2
Nikon Forestry Pro Laser Rangefinder	1
Hastings Fiberglass Height Poles	2





Licenses and Certifications

Our team is comprised of trained and experienced personnel. Our certifications and licenses include, but are not limited to, the following list.

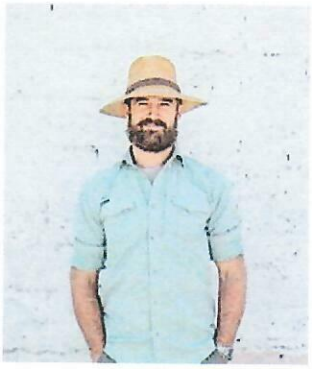
- Small Business Enterprise (SBE) with South Florida Water Management District
- Equitable Distribution Program (EDP) with Miami-Dade County
- Pre-Qualification for Architectural & Engineering (AE), Environmental Engineering – Biology Services, with Miami-Dade County
- ISA Certified Arborist (Select Team Members)
- ASCA Registered Consulting Arborist (Select Team Members)
- Professional Mangrove Trimmer (Select Team Members)
- Florida Stormwater and Erosion Control Certified (Select Team Members)
- OSHA HAZWOPER 10-Hour and 40-Hour (All team members)
- S130-S190 Basic Wildland Firefighter (Select Team Members)
- A-312 Water Ditching and Survival (Select Team Members)
- USACE Qualified Monitor: Birds, FL Manatee, FL Bonneted Bat, Eastern Indigo Snake, and Turbidity (Select Team Members and Projects)
- PADI Open Water SCUBA (Select Team Members)

Federal Identification:
UEI: TVZ3D7PNCYB8 | CAGE: 9MVA4 | DUNS: 070741560

Select documentation is provided in the **Appendix A** and additional documentation is available upon request.



Key Staff CV



Ian Wogan
President of Treesources
ian@treesources.com
3109 Grand Ave #297
Miami, FL 33133
305.799.6319

Education
BA Environmental Studies, Florida International University

Certifications / Memberships
ISA, Certified Arborist (FL#6594A)
ASCA Member, Registered Consulting Arborist #684
Trimmer (FDEP & Miami Dade County DERM), Florida Urban Forestry Council
Executive Board Member, President - Tropical Arborist Guild
Treemendous Executive Board Member
Florida Native Plant Society (FNPS) Executive Board Member

About
Ian Wogan is the President of Treesources. Ian has overseen daily operations of prescribed tree management (structural pruning, invasive tree removal, cabling and bracing, relocation, planting, etc), horticulture management and arboriculture consultation. Ian has led a wide range of arboriculture-based projects, including mangrove management, native habitat restoration, hurricane preparation and post-storm recovery efforts, tree mitigation, adaptive tree management strategies in the urban environment, specimen tree restoration and management planning and land-use/development consultation. Most recently, he has been working closely on projects within South Florida to guide solutions in the management, protection & restoration of the urban canopy.

Recent / Related Projects

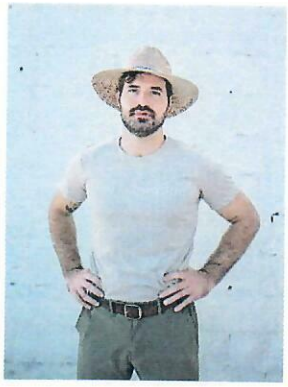
Neighborhood Development Association, Miami Design District, City of Miami, Florida –
Responsibilities: Development and implementation of long-term urban tree health and management plan.

Factory Town, City of Hialeah, Florida –
Responsibilities: Arboriculture consulting, landscape design, tree relocation and planting.

GREEN Tree Planting, City of Hialeah, Florida –
Responsibilities: Project management, planting >250 trees in municipal parks and ROW.

Old Cutler Road Intersection Improvements DTPW, Miami-Dade County, Florida –
Responsibilities: Project management, relocation of large-XL trees from project to municipal and county park spaces.

Alex Martinez-Held
Lead Scientist
alex@treesources.com
3109 Grand Ave #297
Miami, FL 33133
786.351.6713



Education
BS Environmental Science, University of Oregon
MS Biology, Florida International University (2025)

Certifications / Memberships
Professional Mangrove Trimmer (Miami-Dade County)
SCUBA Certified
40-hr OSHA Hazwoper Certification
S130-S190 Basic Wildland Firefighter
A-100 Basic Aviation Safety
A-312 Water Ditching and Survival
FL Stormwater and Erosion Control Inspector Certified

About
Alex has seven years of experience in the environmental field working in the public and private sector. Alex has worked in both laboratory and field settings; conducting research projects, analyzing large datasets, and producing scientific reports. He has worked on projects which focus on ecological monitoring, involving extensive and remote fieldwork, including wildlife surveys, exotic and invasive species surveys, soil sampling, water quality monitoring, and GIS analysis. He has coauthored technical reports, involving analysis of large datasets that track the progress of Everglades restoration projects.

Recent / Related Projects

Singer Island Bridge Replacement, Singer Island, Riviera Beach, FL –
Responsibilities: Preconstruction surveys, GIS analysis, technical memorandums.

Cocoplum Bridge Replacement, City of Coral Gables, FL-
Responsibilities: Preconstruction surveys and technical memorandums.

USACE CEPP South Contract 1, L-67A Structures (S-631, S-632, S-633) Spoil Pile Removal; L-67C Gap Project, Miami-Dade County, FL –
Responsibilities: Preconstruction surveys and endangered species surveys, species and water quality monitoring, technical memorandums.

Miami Beach Stormwater Infrastructure Improvement Project, City of Miami Beach, FL –
Responsibilities: Tree surveys, GIS analysis, and arborist report.

CERP Biscayne Coastal Wetlands L31-A Flow-way (Phase I Project), Pump Station S-709,
Miami-Dade County, FL –
Responsibilities: GIS analysis, technical memorandums, and monitoring of listed species.

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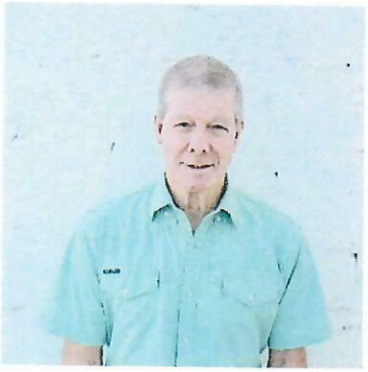
Tom Wogan
Arboriculture Consultant
tom@treesources.com
3109 Grand Ave #297
Miami, FL 33133
305.203.5978



Education
US Naval Academy

Certifications / Memberships
ISA, Certified Arborist

About
Tom Wogan was an engineer and the Plant Supervisor at the Turkey Point Nuclear Generating Facility Plant for over 35 years. He is now an ISA certified arborist with Treesources where he provides expertise in arboriculture consulting and tree management for new construction and large-scale development. Tom's unique background adds valuable analytical, detail-orientated, and problem-solving skills to our project approach.

Recent / Related Projects

Highland Park Development, City of Miami, Florida –
Responsibilities: Tree surveys, arborist report and tree resource evaluation including comprehensive development recommendations.

Little River Neighborhood Development, City of Miami Florida –
Responsibilities: Tree surveys, arborist report and tree resource evaluation including comprehensive development recommendations.

Homestead Park Expansion/Development, City of Homestead, Florida –
Responsibilities: Tree surveys, arborist report and tree resource evaluation including comprehensive development recommendations.

Neighborhood Development Association, Miami Design District, City of Miami, Florida –
Responsibilities: Implementation of long-term urban tree health and management plan.

Old Cutler Road Intersection Improvements DTPW, Miami-Dade County, Florida –
Responsibilities: Evaluation of tree resources for relocation feasibility.

Appendix A – Credentials / Documentation
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The International Society of Arboriculture

Hereby Announces That

Ian Wogan

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

25 February 2014	30 June 2026	FL-6594A
Issue Date	Expiration Date	Certification Number

ANAB ACCREDITED PERSONNEL CERTIFICATION #0647 ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Thomas L. Wogan

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

1 March 2016	30 June 2026	FL-9146A
Issue Date	Expiration Date	Certification Number

ANAB ACCREDITED PERSONNEL CERTIFICATION #0647 ISA Certified Arborist

Miami-Dade County
Internal Services Department
Architecture/Engineering (A/E)
Pre-Qualification Certificate

This certificate is hereby issued to: **TREESOURCES, LLC**

3109 Grand Avenue, 3109 Grand Avenue, FL 33133

Approval Date: 07/12/2023

Expiration Date: 07/31/2024

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certification of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: http://www.miamidade.gov/internalservices/prequalification-certification.asp
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County



QUALIFIED
STORMWATER MANAGEMENT
INSPECTOR

The undersigned hereby acknowledges that

Alex Held

has successfully met all requirements necessary to be fully qualified through the Florida Department of Environmental Protection Stormwater Erosion and Sedimentation Control Inspector Training Program

07/26/2021

Inspector Number 48121

Jared Searcy
Statewide Training Coordinator

Kevin Coyne
WQRP Program Administrator



CERTIFICATE of ACHIEVEMENT

This is to certify that

Alexander Martinez Held

has completed the course

Video Scoping a Burrowing Owl Burrow

May 24, 2021

Please submit a copy of this certificate to the Protected Species Permitting Office when submitting documentation that you have met the minimum qualifications outlined in the Species Conservation Measures and for the Florida Burrowing Owl



Emergency Management Institute

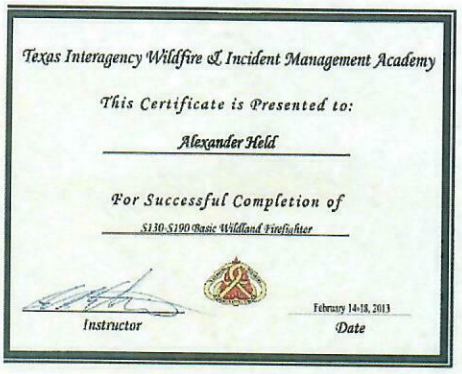
FEMA

This Certificate of Achievement is to acknowledge that

ALEXANDER R HELD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.fwa
Introduction to the Incident Command System,
ICS-100 for Federal Workers



Texas Interagency Wildfire & Incident Management Academy

This Certificate is Presented to:

Alexander Held

For Successful Completion of

S130-S190 Basic Wildland Firefighter

Instructor

February 14-18, 2013
Date



CERTIFICATE of ACHIEVEMENT

This is to certify that

Alexander Martinez Held

has completed the course

Excavation of an Inactive Burrowing Owl Burrow

May 24, 2021

Please submit a copy of this certificate to the Protected Species Permitting Office when submitting documentation that you have met the minimum qualifications outlined in the Species Conservation Measures and for the Florida Burrowing Owl



My Engagement

Last updated: 7/26/2023

Mr Ian Wogan, RCA #684
Registered
ian@treesources.com

Professional Information

TREESOURCES
President
2360 Overbrook St
Miami
Florida
33133-3185 United States
[ ]

3059059244 (Phone)
Visit Website »

Arborist Type: Other (Free Form), Private Full Time Consultant, Support to Landscape Architecture Projects

Arborist Type Other: Certified arborist #FL 6594A
TRAQ certified

State(s): Florida, Georgia, North Carolina

Services Provided: Contract Preparation and Supervision, Diagnosis of Tree and Landscape Problems, Expert Witness and Litigation, Insect and Disease Identification and Management, Plant Health Care Programs, Training and Education, Tree Planting Programs, Tree Plant Inventories, Tree Protection for Construction Projects, Tree Risk Assessments and Surveys

International Directory Locations: Bahamas, Caribbean

BCMA: No

ISA Certified Arborist: Yes

[End of Document]

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company: Treesources, LLC

Date: 05/31/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
n/a	n/a	n/a	n/a

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Shading Palmetto Bay – Tree Planting
Invitation to Bid No. 2024-11-017

Name of Company: Treesources

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

Contracted Services Information:

Scope of Work: Planting of 222 shade trees through various City of Hialeah Parks and Streets. Tree species and quantities were as follows: 46 Green Buttonwood, 35 Live Oaks, 19 Pink Tatebuias, 19 Japanese Ferns, 25 Calophyllum, 7 Paradise trees, 16 Queen Crape Myrtles, 18 Orange Geigers, 19 Gumbo Lumbos, 18 Wild Tamarinds.

Length of Contract: 45 Calendar Days

Would you enter into a contract with the Company in the future? X Yes ___No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

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

Comments:

Treesources consistently exhibits a strong commitment to excellence and environmental stewardship. Their team's expertise in tree planting and green infrastructure management is truly commendable, showcasing a high level of attention to detail and professionalism. The quality of their work has consistently met and exceeded our expectations. I wholeheartedly recommend Treesources for any tree planting or environmental conservation initiatives. Their expertise, professionalism, efficiency, and dedication make them an invaluable partner in promoting a sustainable future for any City.

Name of Public Entity/Company:
City of Hialeah Streets Department

Name of Individual completing this form: Yamil Alquizar

Signature: Yamil Alquizar Title: Assistant Director

Telephone: 305-687-2615 Email: yalquizar@hialeahfl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Shading Palmetto Bay – Tree Planting
Invitation to Bid No. 2024-11-017

Name of Company: Treesources

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

Contracted Services Information:

Scope of Work: Dade Heritage Trust Inc. has utilized Treesources for tree trimming, tree evaluation and relocation services. They are very knowledgeable about trees, tree health and tree policy and procedures.
Length of Contract: N/A
Would you enter into a contract with the Company in the future? __x__ Yes ____No
Were the services provided acceptable and of quality standards: __x__ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? __x__ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? __x__ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Treesources is well-known as a reputable company in Greater Miami's arborist circles. They are extremely thorough and communicative and willing to go the extra mile to find solutions.

Name of Public Entity/Company:

Dade Heritage Trust Inc.

Name of Individual completing this form: Christine Rupp

Signature: Christine Rupp Title: Executive Director

Telephone: 305-910-3996 Email: chris@dadeheritagetrust.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Shading Palmetto Bay – Tree Planting
Invitation to Bid No. 2024-11-017

Name of Company: Treesources

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

Contracted Services Information:

Scope of Work: Thinning of invading hardwoods within a globally imperiled pine rockland using advanced forestry techniques and incorporate/coordinate with stake holders

Length of Contract: _____

Would you enter into a contract with the Company in the future? __x__ Yes ____No
Were the services provided acceptable and of quality standards: __x__ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? __x__ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? __x__ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

_ It was wonderful to work with Tree Sources, they are knowledgeable of the resource

Name of Public Entity/Company:

Miami-Dade County

Name of Individual completing this form: James Duncan

Signature: James Duncan Title: Project Administrator 2

Telephone: 305-215-3391 Email: duncaj@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Shading Palmetto Bay – Tree Planting
Invitation to Bid No. 2024-11-017

Name of Company: _____Treesources_____

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

Contracted Services Information:

Scope of Work: _Tree Sources was contracted for the City of Coral Gables Annual Tree Succession Project, which involves the citywide planting of trees throughout Coral Gables, focusing on the public right-of-way and various city-owned sites. Length of Contract: 6months
Would you enter into a contract with the Company in the future? __x__ Yes ____No
Were the services provided acceptable and of quality standards: __x__ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? __x__ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? _x__ Yes ____ No
If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

The City of Coral Gables Greenspace Division is impressed with Tree Sources and their exceptional service. They are incredibly organized and professional in every aspect of their work. Their responsiveness and high coordination skills make them a standout company in their field. I would highly recommend Tree Sources to any municipal government looking for a reliable and efficient partner for their tree-related projects.

Name of Public Entity/Company:
CITY OF CORAL GABLES PUBLIC WORKS GREENSPACE MANAGEMENT DIVISION

Name of Individual completing this form: SAYLEEN AROCHA

Signature: Sayleen Arocha Title: LANDSCAPE DESIGNER

Telephone: 305.460.5191 Email: SAROCHA@CORALBGABLES.COM

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

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

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company: Treesources, LLC

Date: 05/31/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Ian Wogan being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Owner / President the Company that has submitted the attached Bid;

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company: Treesources, LLC

Date: 05/31/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Ian Wogan

For Treesources, LLC

Whose business address is: 3109 Grand Ave #297, Miami, FL 33133

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-0536204

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company Name: Treesources, LLC

Date: 05/31/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Ian Wogan

(print individual's name and title)

for: Treesources, LLC

(print name of entity submitting sworn statement)

whose business address is: 3109 Grand Ave #297

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-0536204

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company: Treesources, LLC

Date: May 31st, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Ian Wogan being first duly sworn

state:

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

85-0536204

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

Treesources, LLC

Name of Entity, Individual, Partners or Corporation

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

3109 Grand Ave #297 Miami, FL 33133

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Ian Wogan	2360 Overbrook Street	100 %
		%
		%

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

n/a

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company: Treesources, LLC

Date: 05/31/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Treesources, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2024-11-017, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company Name: Treesources, LLC

Date: 05/31/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

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

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company Name: Treesources, LLC

Date: 05/31/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this May 31st day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Ian Wogan and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on May 31st, 2024 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Ian Wogan

Title: President

Company Name: Treesources, LLC

Date: 05/31/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Ian Wogan (the individual attesting below), being duly authorized byand on behalf of Treesources, LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO X
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 31st day of May, 2024.

Signature of Affiant

Print or Type Name: Ian Wogan

State of Florida

County of Miami-Dade

Continued Next Page

Signed and sworn to (or affirmed) before me,

this the 31 day of May, 20 24.

My Commission Expires: Feb 8th 2025

Notary Public

NHCS – E-Verify 081815

HARLEY KOMAR
Notary Public - State of Florida
Commission # HH 89965
My Comm. Expires Feb 8, 2025
Bonded through National Notary Assn.

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Ian Wogan

Title: President

Signature: 

Date: 05/31/2024

- At this point the Company should have the paperwork ready with the warranties of the planted material to be handed to the Village representative. If generated, have the invoice ready for payment. The Village in turn will immediately process the invoice for proper payment not to exceed NET thirty (30) days.

- During the walk-through, if the Village representative has issues on any location site, the Village will write a "punch list" for the Company to remedy. After finishing the punch list, the Company will notify the Village representative to schedule a walk-through targeting the areas of the punch list for final approval.

- Cleanup of the site is expected, no equipment, rubbish etc. shall be left behind on the site.

- During the process, if there are any damages caused directly or indirectly to Village property or private property, the Company shall bare all costs associated with the damages.

4.10 TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	N/A	N/A	0	$0.00	$0.00
B.	N/A	N/A	0	$0.00	$0.00
C.	N/A	N/A	0	$0.00	$0.00

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission.**

No trenches are neccsary for this project.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

TREES	QUANTITY	COST PER UNIT	TOTAL
Live Oak	5	$474.67	$2,373.35
Mastic	29	$510.67	$14,809.43
Inkwood	53	$664.67	$35,227.51
Paradise Tree	4	$534.67	$2,138.68
Green Buttonwood	2	$448.00	$896.00
Satin Leaf	1	$583.00	$583.00
Mahogany	1	$443.00	$443.00
Redberry Stopper	25	$473.00	$11,825.00
Simpson Stopper	42	$596.00	$25,032.00
Mulch	324 (2 bags per tree)	$12.00	$3,888.00
Planting Stakes	324 (2 per tree)	$8.00	$2,592.00
Watering of Trees*	3 months	$3,520	$10,560.00
		TOTAL	$110,367.97

The planting locations are located on this link via google maps:
https://maps.app.goo.gl/D9mAenJxfUCSbUVp6

Company Name: Treesources, LLC

Contact Person: Spencer Gonzales

Email Address: cs@treesources.com

Phone Number: 850.454.9642

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, TREESOURCES, LLC (hereinafter called the Principal), and LEXINGTON NATIONAL INSURANCE CORPORATION (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of FLORIDA is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of FIVE PERCENT OF THE AMOUNT BID Dollars ($5%), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Shading Palmetto Bay – Tree Planting

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said TREESOURCES, LLC, as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said LEXINGTON NATIONAL INSURANCE COMPANY as "Surety" herein, has caused these presents to be signed in its name by its ATTORNEY-IN-FACT, under its corporate seal, this 13TH day of JUNE, and attested by its WITNESS, A.D., 2024.

ATTEST:

Harley E. Komar

Executive Administrator (Title)

TREESOURCES, LLC

By:

(Principal)

ATTEST:

LEXINGTON NATIONAL INSURANCE COMPANY

By:

(Surety) Attorney-in-Fact D. W. MATSON III

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

John W. Charlton and D. W. Matson, III

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORPORATION 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Megan A Schwabline
Notary

MEGAN A. SCHWABLINE NOTARY PUBLIC EXPIRES: 01-08-2028 HARFORD COUNTY, MD

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 2nd day of May, 2024.

Lisa R. Slater, Secretary

Attached to bond signed this 13TH day of JUNE, 2024

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal

ADDENDUM NO. 1

Date: June 11th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2024-11-017
Shading Palmetto Bay - Tree Planting

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 28th, 2024, and with a bid opening date of June 13th, 2024, with any amendments and/or additions noted below.

Question No. 1: What is the budget for this project?

Response: *The budget for the project is Fifty Thousand Dollars and Zero Cents ($50,000.00).*

Question No. 2: Have all proposed tree planting locations been inspected by the Village to ensure adequate space? If not, we request the Village perform site evaluations to mitigate location changes.

Response: *All trees and sights have been chosen by the Village and have adequate spacing for tree installation and growth.*

Question No. 3: Are there stumps, existing trees, or vegetation where new trees will be planted? If so, who will be responsible for the removal of any material that impedes tree installation?

Response: *Please reference "4.02 Tree Planting" on page 16 of the solicitation.*

Question No. 4: How many trees per work order will the City request? Or, how many work orders will the City request?

Response: *Only one (1) work order will be produced by the Village and is subject to change.*

Question No. 5: The bid package specifies a one (1) year warranty from the date of final acceptance. When can the Contractor expect payment? Can payments be billed throughout the project, upon inspections of completed planting to-date rather than a lump sum payment at final completion?

Response: *Yes, the Company can bill the Village on a monthly basis for completed and approved tree installations.*

Question No. 6: What is the timeline or required completion date for this tree planting?

Response: *Please reference "Term/Construction Schedule" on page 67 of the solicitation.*

Question No. 7: Plant material specifications. Page 17 Section 4.03 Trees states Type 1 and Type 2 Matrix with minimum of 2" caliper. Please confirm we are to price these trees based on the minimum requirement of 2" and not the height.

Response: *Both the height and diameter of plant produce are to be met for pricing.*

Question No. 8: How many existing tree stumps, and at what size, must be removed for tree installation?

Response: *Across from 9060 SW 156th Street are two (2) Live Oak stumps six-inch (6") dia. 15105 SW 89th Court is one (1) Satin Leaf stump two-inch (2") dia.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2024-11-017

Title: Shading Palmetto Bay - Tree Planting

Name of Company Treesources, LLC

Date Addendum Received June 12, 2024

Total Pages of Addendum including Acknowledgement 3

Print Name Spencer Gonzales

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

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