



Key West Fire Department

DIVISION OF EMERGENCY MANAGEMENT & TRAINING
EXECUTIVE SUMMARY

DATE: December 5, 2012

TO: Bob Vitas, City Manager

CC: David Fernandez, Assistant City Manager
Mark Finigan, Assistant City Manager
Shawn Smith, City Attorney

FROM: Craig Marston, Division Chief, Emergency Management and Training

SUBJECT: RFP #09-007 Disaster Response Service Responder, Contract Extension: AshBritt Environmental, Inc.

ACTION STATEMENT

Resolution 09-184 accepted staff's short listing of five (5) Disaster Response Service Responders and ranking the firms 1 through 5 was signed July 22, 2009. Staff had received signed contracts from each firm. The City Commission approved each contract by separate resolution.

All contracts with the five selected Disaster Service Response Contractors are due to expire February 17, 2013. In the past three years communication between the Division of Emergency Management and Training has been conducted with all five contractors.

However, the most beneficial communications has been between three contractors:

- CrowderGulf Joint Venture, Inc. (Resolution No.: 10-069)
- Omni Pinnacle, LLC (Resolution No.: 10-058)
- AshBritt Environmental, Inc. (Resolution No.: 10-059)

STRATEGIC PLAN

Storm Event planning has been identified as a major priority in the Environment Management section of the Strategic Plan. Maintaining competitive bid and pre-approved contracts enhances and ensures City's ability to qualify for FEMA and Florida Division of Emergency Management reimbursement.

CITIZEN BENEFIT

Maintaining contracts with multiple debris management and hauling firms, ensure that the City has adequate resources to respond to and recover from storm events. Selection of companies with debris management experience helps to ensure good business practices and record keeping, which are in line with FEMA and State guidelines for reimbursement, saving taxpayer's money.

BACKGROUND

The intent of these contracts is to maintain a binding relationship with qualified firms who are able to reasonably respond and meet the City's recovery and restoration needs after storm events. This provides assurance, if the second or third contractor were needed. All contracts were awarded through a formal bidding process. All contracts were negotiated for three (3) year terms, with three (3) year renewal options.

During the past three years contractors providing Disaster Response Services were required to submit documentation in compliance with their accepted operations plan. Review of submittals indicated a contractor's ability to respond to requests by the City Manager.

The contractors were also asked to provide information continuing the evaluation process of the synergy of Disaster Response Services and the City's emergency management plans. During December, 2012, all contractors were asked to respond to staff requests for the following:

"As stated in Article 1: Scope of Services "Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City..." .

Article 5: Standards of Performance, Contractor Representative and General Operations Plan. "The Contractor shall have a knowledgeable and responsible representative report to the City and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract.

Article 10: General Legal Provisions

10.6 Insurance/Evidence of Insurability; Copies of current insurance policies.... The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

10.7 Contractor's Commercial General Liability Insurance and Automobile Liability Insurance

10.7.1 The CONTRACTOR's Commercial General Liability (CGL)...The City of Key West must be named as an additional insured.

...also respectfully request an update of:

1. Equipment indicated in Table A – Time and Materials,
2. Current copy of Florida Business License / Corporate Filings / Articles of Incorporation,
3. Most current financial statement,
4. Current status of litigation, FEMA audit, de-obligated funds,
5. List of current contracts with municipal or public entities within 150 miles of the City of Key West.

It is expected that Disaster Response Services Contractors will continue maintaining an on-going relationship with the City's Division of Emergency Management and Training providing current:

- Emergency contact information,
- Response plans."

Three contractors responded.

OPTIONS / ADVANTAGES / DISADVANTAGES

Options: Reject the contract extension.

- This option is not recommended. The contract has been activated only once during the past three years, Hurricane Isaac; August 24 – 31, 2012.
- **Disadvantage:** Rejecting the extension will require a Request for Proposal process. The process will leave the City without pre-approved Disaster Services Response contractors for the next hurricane season.

- **Advantage:** Accept staff's recommendations of the existing contracts. Each contractor has provided all requested information in a timely fashion. Each has expressed their desire to maintain contractual obligations with the City of Key West.

Contract extension continues provision of multiple contractors who have completed a competitive bid process. The City of Key West reserves the right to task any one or more of the Proposers during any event

FINANCIAL IMPACT

A contract extension has no current financial impact. In the event of a storm event and the services of the secondary debris contractor were needed, typically the City would pay 12.5% of the total cost of services if a declaration of emergency was signed by the Governor of Florida. The rest of the cost of services would be reimbursed by FEMA at 75% and the state of Florida at 12.5%.

Each of the responses was compared to the initial contracted quoted pricing. None of the responses requested amendments to the contract.

RECOMMENDATION

The contractor is listed below, with the original resolution accepting its contract.

AshBritt Environmental, Inc.

RECOMMENDATION

Staff recommends approval of a three (3) year contract extension with the contractor AshBritt Environmental, Inc. Also, that AshBritt Environmental, Inc. be ranked third, following the previous ranking according to Resolution 09-184.