

RFP #001-18 Emergency Management Consulting Services



CDR | MAGUIRE
EMERGENCY MANAGEMENT

CDR Maguire, Inc.
Corporate Headquarters:
PO Box 771750
Miami, FL 33177

Contact Person:
Andre Duarte
16267 SW 157 Avenue
Miami, FL 33187
Ph (954)465-8084

January 10, 2018

City Clerk
City of Key West, FL
1300 White Street
Key West, FL 33040

RE: RFP #001-18 EMERGENCY MANAGEMENT CONSULTING SERVICES

Dear Selection Committee Members:

On behalf of CDR Maguire, I am pleased to submit our proposal demonstrating our team's proven capability and overall approach in providing disaster recovery consulting services to the City of Key West.

Natural disasters can have a devastating impact on local communities and your staff, especially when resources are stretched thin and deadlines need to be met. CDR Maguire has assembled a top-notch team of trained emergency operations specialists, disaster recovery experts, and local hazard mitigation leaders that are available to continuously support the City. Our Value Proposition to you is as follows:

"CDR Maguire was instrumental in forming a relationship with FEMA upfront, so that the process worked very smoothly. You spoke their language and did a great job facilitating and advocating on our behalf during the whole PW process."

Rusty McDaniel
Asst. County Engineer
Larimer County, CO

Unmatched Florida Experience

Since 2014, CDR Maguire has been assisting local communities in the state of Florida recover from natural disasters, most recently with Hurricane Irma. Through our engagements with Collier and Flagler County, we have gained valuable insight on how FEMA and the State are implementing the new FEMA PA Model in the State, allowing us to capitalize on unique opportunities and anticipate any challenges the new model proposes. This rich history in the state will allow us to better serve you as we have forged strong relationships with local, state and federal agencies including the FEMA Region IV, Florida Department Emergency Management (FDEM), the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA).

Commitment to Maximizing your Reimbursement

We understand that recovery can draining. be a long, arduous process that is emotionally and physically draining. Our goal is to streamline your client's recovery efforts to avoid unnecessary delays, minimize financial impacts, and work to build back a more resilient community. When we work with you, we become part of your team and work with state and federal partners to quickly, yet carefully, navigate the entire Public Assistance process.

Making the Federal System work for you

What makes the CDR Maguire team unique is our ability to make the federal system and process work for you. Our combined expertise in providing technical and legal assistance to our federal clients such as FEMA, couples with our tireless advocacy working with and for local and state governments in the fields of emergency management and engineering, puts us in the unique position to provide a well-rounded, though-out approach to provide the services you require. We will work closely with City staff to leverage all recovery programs, take the time to show you how they work in concert with each other, and tailor a custom approach to ensure the City of Key West's success.

For the reasons identified above, and the many others you will find in this proposal, we believe that the CDR Maguire Team is the right team to see you through your recovery.

Authorized contact personnel on this contract include:

Tracy Doyle
Project Manager
CDR Maguire Inc

Tracy.Doyle@CDRMaguire.com
P. (850) 728-3106

Andre Duarte
Chief Operating Officer
CDR Maguire Inc

Andre.Duarte@CDRMaguire.com
P (954) 465.8084

I appreciate your consideration for our services and look forward to seeing how the CDR Maguire Team can best meet your needs.

Sincerely,

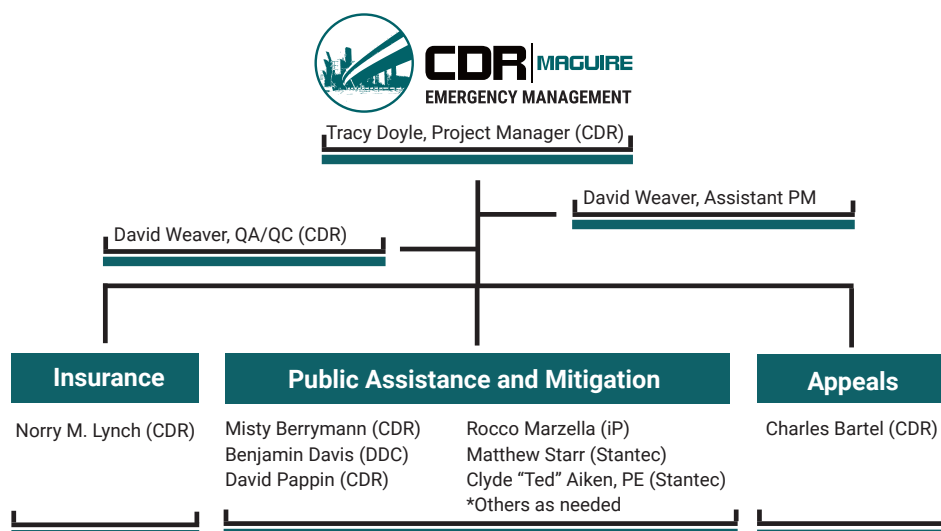


Andre Duarte, Chief Operating Officer

CDR Maguire Inc.

RESPONSES TO THE RFP

Organization Chart



1. Team

CDR Maguire, Inc. is an extensive, multi-disciplinary emergency management, architectural, engineering, firm with offices in Florida, Connecticut, Colorado, Massachusetts, Pennsylvania, Rhode Island, and the U.S. Virgin Islands. CDR Maguire has been serving clients throughout the nation for close to 80 years and has more than 135 employees, and had gross revenues of over \$25M. Throughout its history, CDR Maguire, Inc. has played a significant role in the planning, design, and construction of the infrastructure used daily by millions of Americans. CDR Maguire has received the following awards recently:

- 2014 Transportation Project of the Year Award from the Engineering Society of Western Pennsylvania
- 2014 Outstanding Engineering Achievement Award from the Pennsylvania Society of Professional
- 2014 Civil Engineering Achievement Award from the Pittsburgh Chapter of the American Society of Civil Engineers

CDR Maguire has assembled a team with unparalleled disaster recovery, grant management experience with specific expertise in the state of Florida. These firms have many years of experience in providing professional services to local, state, and federal clients. The team presented before you has the demonstrated capability and ability to respond to any need that the City of Key West should require.

The CDR Maguire Team

CDR Maguire is joined in this endeavor by some of the nation's leading FEMA Public Assistance firms. The firms partnering with CDR Maguire on this response include:



CDR Maguire carefully selects partners when putting a team together to ensure that the appropriate firms are in place to enhance the scope of work being called for, providing for a rounded and well-balanced team to address any of Key West's needs. This team was assembled to complement each other by merging firms with extensive knowledge on FEMA Public Assistance, FEMA 404 and 406 Hazard Mitigation and financial grant management, public insurance adjustment, and intimate knowledge of HUD Community Development Block Group Disaster Recovery program. Our team is intimately aware of the regulatory landscape, Federal grant requirements, and have a comprehensive understanding of what will be required to assist Key West in preparing for and recovering from any scale event.

As you read through the remainder of this response, you will see that the CDR Maguire Team's approach for administering and managing FEMA's Public Assistance program, coupled with our experience make for an ideal partnership with the City of Key West. You will also learn that we believe a contract to us is not an obligation, but rather another opportunity to create relationships and build upon our reputation as providing the best service in the industry.

CONFIDENTIAL

Litigation History

Rhode Island Department of Transportation v. Maguire Group Inc. v. Paul C. Aldinger, Inc. and L.C. Associates, Inc., Contractor dumped its backhoe into its excavation for a footing for the I-195 Point Street Overpass, Alleged Subcontractor Error, litigation commenced in 2002. Settled as to CDR Maguire in 2013. Claim No. EA17-201-Trans-006P and 007P.

State of Connecticut v. Bacon Construction Co., Inc., Tishman Construction Corp. of New England, Tishman Construction Corp. of Connecticut, HDR Architecture, P.C., Maguire Group Inc., Stratton Co. Inc., J.S. Nasin Co., Independent Material Testing Laboratories, Inc., Testing Labs, Inc., f/s/a Testwell Craig Laboratories of CT, Inc., Naek Construction Co., Inc., B.W. Dexter II, Inc., Travelers Casualty and Surety Co. f/k/a Aetna Casualty & Surety Co., American Ins. Co., Employers Ins. Of Wausau, A Mutual Co., Renovation of the York Correctional Institute, alleged construction defects, multiparty litigation commenced in 2010. Discharged as to CDR Maguire 2103. Maguire Group, Inc., a predecessor company, was recently impleaded by HDR for an indemnity claim in Connecticut v. Bacon Construction, et. al., Case No. UWYCV-085149675, Hartford Superior Court, Civil matter, as a nominal party to access insurance proceeds only. Settled by Lexington Insurance on behalf of CDR Maguire and Maguire Group Inc. May 2017. Opposing counsel Dennis Cavanaugh, dcavanaugh@rc.com, (860) 275-8211.

Maurice Fox, et. al., v. Town of Stratford, Town of Trumbull, Guerrera Construction Co., Inc., Connecticut Department of Transportation, Maguire Group Inc., Case No. UWY-CV10-6020015-S, Hartford Superior Court, abutting property owner alleged State road construction project caused continuing trespass/nuisance from flooding, multiparty litigation commenced in 2009. Discharged as to CDR Maguire 2013. Lexington Insurance Company took over the defense of this action and settled the matter in 2015. Opposing counsel Laurence V. Parnoff, 3392 Huntington Road, Statford, CT 06614.

Allie Champney, et. al. v. University of New Hampshire, et. al. Construction worker injury in steam manhole. The case was settled without contribution from CDR Maguire in 2013. Claim No. 34A-2007-Lex.

Androscoggin Valley Regional Refuse Disposal District v. R.H. White Construction Co., Inc., et.al. Case No. 1:15 –CV-00434, United States District Court New Hampshire. CDR Maguire subcontractor to R.H. White. AVRRD alleged design errors with plant process equipment not in

CDR Maguire's scope of services. The matter was settled as to Maguire in May 2017 for \$20,000. Opposing counsel Thomas Pappas, tpappas@primmer.com, (603) 626-3300.

Qualifications

1. Resume Summaries

Below are resume summaries for Key Personnel. Full resumes will be provided upon request.

Tracy Doyle: Project Manager

Years of Experience	18+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • EOC Support • FEMA Public Assistance • Fiscal Support & Planning • Procurement • Debris Management Planning 	<ul style="list-style-type: none"> • DR 4283- Hurricane Matthew - Flagler County & Flagler Beach, FL October 2016 – Present. • DR 4255- Severe Winter Storms, Tornadoes, Straight-line Winds, and Flooding - Rowlett, TX. • DR-4177- Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Jackson County, FL • DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides - Larimer County, CO • DR 4138- Severe Storms and Flooding - The State of Florida • DR 4084- Hurricane Isaac - The State of Florida • DR 4068- Tropical Storm Debby - The State of Florida
Education/Training and Certifications	<p>Tallahassee Community College, FL Valdosta State College, GA Credentialed as a Type III Finance/ Admin Section Chief EMMIE Training FL PA Training FEMA Courses: IS 100.b, IS 200.b, IS 230.d, G-300, G-400, NIMS-700, NIMS-800, O-305, E/ 973 Procurement, 2 CFR, part 200 FEMA EHP</p> <ul style="list-style-type: none"> • Debris Management Plans • Closeout Requirements 	

David Weaver: Asst. Project Manager

Years of Experience	20+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • FEMA Public Assistance • Debris Management • Data Management • Field Supervision • PW Formulation & Writing 	<ul style="list-style-type: none"> • DR4283- Hurricane Matthew FDEP Waterway Debris Removal St. John's River • DR-4254-AK, Severe Storms and Flooding 2015 – 2016 • DR-4254-AK, Severe Storms and Flooding, City of Boulder, CO 2013 – 2014 • DR4138 Florida Severe Storms and Flooding Holmes County – Millersburg, OH 2013 • DR-4177 Storms and Flooding, Florida Division of Emergency Management, FL 2013 • DR-4068 & DR-4084 State of Florida Division Of Emergency Management 2012-2013 • DR-1785 and DR1831- Florida Division of Emergency Management, 2009 – 2012 • DR-1969 North Carolina Severe Storms, Tornadoes, and Flooding 2009 – 2012 • FEMA Disaster and Hazard Mitigation Planner from worked on 17 different DRs 2004 –2009
Education/Training and Certifications	<p>Arkansas Army National Guard, Military, 1987-2003 G-300, ICS-100, ICS-200, ICS-300, ICS-400, ICS-700; NIMS; G-400, IS-801; ESF #1 Transportation IS-807, ESF #7 IS-802 ESF) #2 IS-805 ESF #805 ESF #5, IS806 ESF #6, ESF #7 IS808 ESF #8 IS809 ESF #9, IS-811 ESF #11, IS811 ESF #4 (479)</p>	

Charles Bartel: Subject Matter Expert (SME), Appeals/Insurance

Years of Experience	35+	Project & Experience:
Technical Expertise	<ul style="list-style-type: none"> • Project Management & Administration Services • Budgeting • Resource Allocation • Grant Eligibility Issues • Emergency Management 	<ul style="list-style-type: none"> • Mr. Bartel is CDR Maguire's resident Public Assistance legal specialist. Throughout his 35 year career, Mr. Bartel has been at the forefront of PA concepts and policies and has been involved in the management of over 15,000 Project Worksheets. His exceptional understanding of the disaster recovery legal landscape makes him a valuable asset to the CDR Maguire Team. • In addition to supporting legal issues within the PA process, Mr. Bartel consults and trains agencies and employees in optimization of funding/documentation of eligibility for Federal disaster grants and resolving grant program eligibility issues • On-Call Public Assistance Legal Specialist, CDR Maguire • Ad hoc legal specialist for eligibility and appeals issues for declarations in Rhode Island, Colorado, Florida, and Massachusetts • Develops white papers and policy analyses • Drafts appeals letters and assists with eligibility determination
Education/Training and Certifications	BS – Engineering Operations Iowa State University, 1968 MS – Civil Engineering University of Iowa, 1971 MPA – Public Administration, 1990 JD – Law, 1990	

Misty Berryman: FEMA Specialist, Finance, Insurance

Years of Experience	12+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • FEMA Public Assistance • EOC Support • Project Management • HSEEP Exercises • CDBG-DR, HMGP, EMPA • CEMP Writing • EMAP Accreditation Support 	<ul style="list-style-type: none"> • DR-4283- Hurricane Matthew, Flagler County Florida (Oct. 2016-Present) • Planning- Rhode Island Emergency Management Agency (May 2016-Feb. 2017) • Planning- Flagler County (May 2016-December 2016) • Continuity of Operations (COOP) Planning, Ridgewood, NJ (Oct. 2016-Jan. 2017) • Flood Mitigation Assistance Plan, Franklin County, FL (April 2016-Dec. 2016) • DR-4214- Severe Winter Storm, Snowstorm and Flooding, State of Massachusetts (October 2015-April 2016) • DR-4177- Florida Severe Storms, Tomadoes, Straight-line Winds, and Flooding - Jackson County, FL (September 2014-May 2015) • DR-4087- Hurricane Sandy, Clinton, CT (Jan. 2015-May 2015) • DR-4145- Colorado Severe Storms, Flooding, Landslides & Mudslides, Larimer County, CO (March 2014-Oct. 2014)
Education/Training and Certifications	BS – Social Sciences, Florida State University, Certifications L 2007, IS-100.a, IS-200.b, IS-700.a, G-775, IS-800.b, IS-632.a, IS-634, IS-235.b, G-300, IS-230.b, G-318, IS-139, IS-240.a, IS-001, IS-241.a, IS-242.a, IS-244.a, EOC-101, IS-003, G-557, IS-703.a, IS-10.a, IS-120.a, IS-366, IS-271, G-202, G-270.4, G-400, G-191, FL-601, IS-909, L-146, G-358, MGT-310, IS-662, L-958, IS-130	

Matthew Starr, PG (Coastal) : FEMA Specialist, Beach Erosion

Years of Experience	15+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • Beach Nourishment • Coastal Engineering • Dredging • Hydrographic Surveying • Ecosystem Restoration • Asset Management • Natural Resource Mapping • Water Quality • Wildlife Biology • Waterway Debris • Flood Hazard Mitigation • NFIP 	<ul style="list-style-type: none"> • FEMA Peer Review Services and Deobligation for Naples Beach Nourishment Design*, Collier County, Florida • Mississippi Hurricane Katrina Recovery Service*, Mississippi Emergency Management Agency, Gulfport & Biloxi, Mississippi • Naples Beach Renourishment Truck Haul Projects (2013/2014)*, Collier County, Florida • Collier County Annual Monitoring Reports for Beach Nourishment Projects and Pass Dredging (2010-2014)*, Collier County and Marco Island, Florida • FEMA Region X Discovery Analysis*, Alaska, Washington, Oregon, Idaho • Coastal Bridge Inspections*, Puerto Rico Highway and Transportation Authority, San Juan, Puerto Rico • East Naples Bay Dredging Project Design and Permitting Services, City of Naples, Florida. • Clam Pass Maintenance Dredging and JCP Permitting*, Collier County, Naples, Florida
Education/Training and Certifications	<p>Bachelor of Science, Marine Science/Coastal Geology, Coastal Carolina University, Conway, South Carolina, 2006</p> <p>Professional Geologist #2906, State of Florida</p> <p>*Others available upon request</p>	

Rocco Marzella: Sr. FEMA Specialist

Years of Experience	25+	Projects:
Technical Expertise	<ul style="list-style-type: none"> Public Assistance PW Writing Flood Plain Specialists Preliminary Damage Inspection Cost Estimating 	<ul style="list-style-type: none"> Supported FEMA Public Assistance on 9 disasters since 2005 as a Project Specialist and Debris Specialist: DR-1504 Hurricane Katrina in Mississippi DR-4344 Wildfires in California DR-1935 Severe Storms and Flooding in Illinois DR- 1829 Severe Storms and Flooding North Dakota DR-4086 Hurricane Sandy in New Jersey DR - 1786 Hurricane Gustav in Louisiana DR - 1792 Hurricane Ike in Louisiana DR-4272 Severe Storms and Flooding in Texas More available upon request
Education/Training and Certifications	<p>PA Ops I (L381), PA Ops II (L382), FEMA Program Responsibilities for Floodplain Management, PW Writing, NEMIS, Preliminary Damage Assessment, Media Guidance (DF-400), Cost Estimating Format (CEF) and EMMIE</p> <p>Class A General Contractor – Florida Certified Lead Renovation Specialist - National</p>	

Wael Alsiro: QA/QC

Years of Experience	23+	Projects:
Technical Expertise	<ul style="list-style-type: none"> FEMA Public Assistance CDBG/CDBG-DR Case Management Counseling Debris Removal Monitoring Quality Assurance Data Management ROW/Easement Acquisitions Disaster Planning 	<ul style="list-style-type: none"> Hurricanes Katrina, Rita, Gustav and Ike CB&I, IEM-State Emergency Management Contract (GOHSEP) State of Louisiana GOHSEP SAL, Public Assistance Specialist /Cost Analysis/Cost Estimation January 17 – Present. State of Missouri, FEMA-4238, 4250 –DR-MO, Flooding Long Term Recovery Operation Public Assistance Coordinator (PAC)-April 5, 2013 to November 2015 New York, State of New York Hurricane Sandy Public Assistance Coordinator (PAC), November 8, 2012, to April 4, 2013 New York, State of New York Hurricane Sandy Project Engineer, June 2011 to September 2011 Joplin, State of Missouri/ Joplin Tornado State of Texas /General Land Office, Austin Hurricane Ike, Rita, and Claudel Project Manager, September 2010 to June 2011 * More available upon request
Education/Training and Certifications	<p>Emergency Management Institute Emmetsburg, MD</p> <p>Professional and Specialized FEMA Residents Training Courses:</p> <p>2012: PA Program-Field Ops Pocket Guide Training; 2013: PA EMMI-Sub-Grant App Data Entry; 2013: PA DashBoard; 2003: Federal/ State PA Workshop 2002: FEMA Program Resp. "Coordinating Environmental and Historical Compliance"; 2000: Federal Emergency Management Institute Public Assistance Operations I, II</p> <p>1999: Federal/State Public Assistance "Train the Trainer Workshop."</p>	

Norry M. Lynch, ARM: Insurance

Years of Experience	15+	Projects:
Technical Expertise	<ul style="list-style-type: none"> Risk Management Federal Disaster Relief Hazard Mitigation Insurance 	<ul style="list-style-type: none"> Risk Recovery Advisor and Public Assistance Insurance Specialist 2010 - Present Miami-Dade County Public Schools Risk and Benefits Management, Miami, FL Risk Management Director, Property Loss Control, 1997-2010 Florida Division of Emergency Management, Miami, FL Senior Insurance Administrator, 1993-1997 Liberty Mutual Insurance, New York, NY Litigation Specialist
Education/Training and Certifications	<p>Roger Williams University, Bristol, RI, Bachelor of Arts Associate in Risk Management (ARM)</p> <p>State of Florida All-Lines License A160824 – Florida Division of Financial Services Risk and Insurance Management Society – Greater Miami Chapter</p> <p>Education and Programs Director 1998-2004</p>	

Clyde “Ted” Aiken, PE: Engineer, School, Water, FDOT/FHWA

Years of Experience	17+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • Project Management • Highway Design • Feasibility Studies • Drainage and stormwater mgmnt design and permitting • Cost estimating, prep of contract documents • Bidding and construction administration services 	Schools <ul style="list-style-type: none"> • New Gate School Feasibility Study, Sarasota County, FL • Venice Elementary School Site Design Services, Sarasota County, FL • Manatee Community College Master Plan Update for Bradenton & Venice Campuses, Manatee County, FL <p>*More available upon request</p> Water <ul style="list-style-type: none"> • Storm Surge Mitigation for Boardwalks, Walton County, FL • Chipola River, Jackson County, Florida Shoal River Ranch Preliminary Planning Evaluation, Okaloosa County, FL • Heritage Harbour, Manatee County, FL • Blue Mountain Beach Access & Restroom Facility, Walton County, FL <p>*More available upon request</p> Roadway <ul style="list-style-type: none"> • Operational Improvements to I-75 at US 90 Interchange and I-295 at Pritchard Road Interchange, Columbia and Duval Counties, Florida, Columbia and Duval Counties, Florida • FDOT District 3 Districtwide Minor Safety Design Consultant, Multiple Counties in Florida's Panhandle, Florida • SR 20 Resurfacing, Rehabilitation, and Restoration from SR 61 (US 27/Monroe Street) to SR 261 (US 319/Capital Circle), Leon County, Florida (Project Manager and Engineer-of-Record) <p>* More available upon request</p>
Education/Training and Certifications	<p>Bachelor of Science, Civil Engineering, University of Florida, Gainesville, Florida, 1997</p> <p>Professional Engineer #58536, State of Florida</p>	

Ben Davis: FEMA Specialist, PA, Hazard Mitigation, Insurance

Years of Experience	11+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • FEMA Public Assistance • Debris Management • Data Management • Field Supervision • PW Formulation & Writing 	<ul style="list-style-type: none"> • DR4283- Hurricane Matthew FDEP Waterway Debris Removal Project St. John's River • DR-4254-AK, Severe Storms and Flooding 2015 – 2016 • DR-4254-AK, Severe Storms and Flooding, City of - Boulder, CO 2013 – 2014 • DR4138 Florida Severe Storms and Flooding Holmes County – Millersburg, OH 2013 • DR-4177 Storms and Flooding, Florida Division of Emergency Management, FL 2013 • DR4068FL and DR4084FL State of Florida Division Of Emergency Management 2012-2013 • DR1785 and DR1831- Florida Division of Emergency Management, 2009 – 2012 • DR1969 North Carolina Severe Storms, Tornadoes, and Flooding 2009 – 2012 • FEMA Disaster and Hazard Mitigation Planner from worked on 17 different DRs 2004 –2009
Education/Training and Certifications	<p>Arkansas Army National Guard, Military, 1987-2003</p> <p>G-300, ICS-100, ICS-200, ICS-300, ICS-400, ICS-700; NIMS;</p> <p>G-400, IS-801; ESF #1 Transportation IS-807, ESF #7 IS-802 ESF) #2 IS-805 ESF #805</p> <p>ESF #5, IS806 ESF #6, ESF #7 IS808 ESF #8 IS809 ESF #9, IS-811 ESF #11, IS811 ESF #4 (479)</p>	

David Papin: FEMA Specialist, PAAP Expert

Years of Experience	8+	Projects:
Technical Expertise	<ul style="list-style-type: none"> • FEMA Public Assistance • Debris Management • Data Management • Field Supervision 	<ul style="list-style-type: none"> • DR-4177- Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding - Jackson County, FL • DR-4145- Colorado Severe Storms, Flooding, Landslides, and Mudslides - Boulder, CO • DR-4086- Hurricane Sandy – Charlestown and Westerly, RI • DR-4080- Hurricane Isaac – Various Locations, LA: Served as the Data Manager, assisting the Louisiana
Education/Training and Certifications	<p>United States Navy, 1993 - 1997</p> <p>Certifications: IS-001, IS-100, IS-200, IS-230, IS-240, IS-241, IS-242, IS-393.a, IS-547, IS-630, IS-700</p>	

2. Project Chart: Lists our Federal, State and local FEMA reimbursements that have been successfully secured over the past 5 years.

Client	Current/not current	Disaster	Estimated Damages	Debris Monitoring	Public Assistance	Hazard Mitigation	Long - Term Recovery	Planning & Exercises
Florida								
Collier County Consortium, FL	2017	DR-4337	\$250M	X	X	X		
FDEP (Irma & Matthew), FL	2016-current	DR - 4283 & DR-4337	\$100M	X	X			
Flagler County, FL (Irma & Matthew)	2016-current	DR - 4283 & DR-4337	\$31M	X	X			X
Flagler Beach, FL (Irma & Matthew)	2016-current	DR - 4284 & DR-4337	\$6M	X	X			
Jackson County, FL	2013-current	DR-4177 & DR-4337	\$28M	X	X			X
Malone, FL	2013-2015	DR-4178	\$100k		X			
California								
City of Livermore, CA	2017	DR - 4301 & DR - 4305	Unknown		X	X		
East Bay Regional Park District, CA	2017	DR - 4301 & DR - 4305	\$25M		X	X		
Texas								
La Marque, TX (Harvey)	2017-present	DR-4332	\$5M		X			
Rowlett, TX	2015 - 2017	DR-4255	\$3M	X	X	X		X
Colorado								
Boulder County, CO	2016-current	DR-4145	\$130M		X			
Larimer County, CO	2013-current	DR-4145, Unmet Needs Study	\$85M	X	X	X	X	X
El Paso County, CO	2016	DR-4145	\$20M		X			
City of Boulder, CO	2013-2014	DR-4145	\$24M		X	X		
Rhode Island								
North Providence, RI	2016-2017	N/A	N/A		X	X		X
N. Providence, RI	2014	DR-4213	\$200k	X	X			

Client	Current/not current	Disaster	Estimated Damages	Debris Monitoring	Public Assistance	Hazard Mitigation	Long - Term Recovery	Planning & Exercises
Cranston, RI	2012, 2013, 2015	DR-4027, DR-4170, DR-4212	\$1.5M	X	X	X		
Charlestown, RI	2013	DR-4170, DR-4089	\$1.3m		X			
Westerly, RI	2013, 2017	DR-4089	\$37M	X	X			X
Narragansett, RI	2013	DR-4027	Unknown	X	X	X		
Massachusetts								
Massachusetts Emergency Management Agency (MEMA)	2014 - 2016	DR-4110	\$154M		X			
Missouri								
Metro St. Louis Sewer Dist., MO	2016 - current	DR-4250, DR-4317	\$30M		X	X		
Connecticut								
Clinton, CT	2013	DR-4170, DR-4023	\$10M		X			
New York								
State of New York	2012	DR-4085	\$500M		X			
Louisiana								
Louisiana DOT District 2	2012	DR-4080	\$107M		X			

3. FEMA PA Project Examples



Flagler County, Florida (DR-4283) Hurricane Matthew and (DR-4337) Hurricane Irma

Disaster Recovery, Planning
Flagler County, Florida



CLIENT:

Flagler County, FL

TYPE OF PROJECT:

Grant Administration

PROJECT FEATURES:

- FEMA Public Assistance
- Sec 428 – Public Assistance Alternative Procedures (PAAP)
- Technical Assistance
- Appeals Support
- Sec 406 Post-Disaster Mitigation
- Scope Changes & Versions
- FEMA Closeout/Appeals
- Reimbursement Requests
- Implementation of New PA Model
- Emergency Planning

REFERENCE:

Kris Collora, CPPB
Purchasing Manager
Flagler County Board of County Commissioners

1769 E. Moody Blvd, Bldg #2 Bunnell,
FL 32110
Office: 386-313 4008
www.FlaglerCounty.org

SERVICES

CDR Maguire was activated by Flagler County prior to Hurricane Matthew making landfall in October of 2016 and again activated for Hurricane Irma in September 2017 to provide EOC response and disaster recovery services. CDR Maguire has worked closely with each County department to track all hurricane related expenses and monitor their emergency procurements.

With over an estimated \$50 Million dollars of storm related damages along 17 miles of Flagler County beaches for Matthew and an estimated \$5 Million from Irma, CDR Maguire works closely with State and Federal agencies to assist the County in its recovery processes.

CDR Maguire is currently providing project and grant administration support to the County, utilizing FEMA's Sec 428 Public Assistance Alternative Procedures Pilot Program (PAAP) for Debris Removal, in addition to the formulation of all Project Worksheets (A-G). CDR Maguire also supported the County by providing technical assistance with their private property debris removal appeal for Hurricane Matthew, now pending final determination by FEMA. Still in the early stages of recovery for Irma, CDR Maguire is supporting the County through site visits, project formulation, implementation of the new PA model through coordination with the Program Delivery Manager and CRC, expense tracking, 404 and 406 mitigation opportunities, and requests for reimbursement. Additionally, CDR Maguire continues to work closely with the County to identify best practices and implement cost effective strategies that maximize the County's reimbursement opportunities.

Services under these contract activations include:

- Conducting site visits and mitigation reviews
- Cost Estimates
- Damage Assessments
- Project Worksheet Formulation through closeout
- Quarterly Reporting and Reimbursement Requests
- Attending FEMA/State Recovery meetings
- CEMP/COOP/Sheltering/DMP/Hazard Specific Planning



CDR | MAGUIRE



Jackson County, Florida (DR-4177) Severe Floods Disaster Recovery



CLIENT:

Jackson County, FL

TYPE OF PROJECT:

Disaster Recovery

PROJECT FEATURES:

- FEMA Public Assistance
- Sec 428 – Public Assistance Alternative Procedures (PAAP)
- Damage Assessments
- Section 406 Post-Disaster Mitigation
- Section 404 Pre-Disaster Mitigation
- Long-term Recovery Strategy

REFERENCE:

Rodney Andreasen
Emergency Management Director
JCEMA@Embarqmail.com
(850) 482-9678
2864 Madison Street
Marianna, FL 32448

SERVICES

CDR Maguire Inc. was retained by Jackson County, Florida to assist in their recovery from severe storms and flooding that affected the Florida Panhandle in late April and early May of 2014. Numerous roads and crossings were damaged or completely washed away. The CDR Maguire Team provided FEMA Public Assistance and Hazard Mitigation Support.

FEMA's Preliminary Damage Assessment indicated that the County had experienced approximately \$6 million in disaster related damages. While working with State and Federal counterparts, our team conducted over 1,000 site visits on over 825 miles of roadway within a three-month period that resulted in the identification of approximately **\$30 million** in appended disaster related damages eligible for funding – **five times greater than FEMA's original estimate.**

In addition, CDR Maguire worked with Jackson County to enter FEMA's Sec 428 PAAP program which allowed for an expedited process and reduced administration during the recovery process.

Services under this contract included:

- Project Worksheet Formulation
- Section 406/404 Mitigation
- Cost Estimates
- Quarterly Reports
- Attending FEMA/State Recovery meetings

CDR Maguire continues to support Jackson County to administer their PAAP Program as they are in the process of completing their permanent work projects.





Larimer County, Colorado (DR-4145) September 2013 Floods
Disaster Recovery, Debris Management & Planning



CLIENT:

Larimer County, CO

TYPE OF PROJECT:

Grant Administration, Debris Management & Planning

PROJECT FEATURES:

- FEMA Public Assistance
- Debris Monitoring
- Section 406 Post-Disaster Mitigation
- Closeout/Appeals
- Training
- CDBG-DR administration
- Unmet Needs and Community Fragility Study

REFERENCE:

Lori Hodges
Director of Emergency Management
lrhodges@larimer.org
(970) 498-7147
200 W. Oak Street
Fort Collins, CO 80521

SERVICES

CDR Maguire was retained by Larimer County, Colorado to assist in their recovery from the devastating September 2013 Floods. As one of the hardest hit counties in the state, CDR Maguire provided the County with Grant Administration, Debris Management and Planning support.

FEMA's Preliminary Damage Assessment indicated that the County experienced approximately \$25 million in disaster related damages. To date, Larimer County stands to receive close to \$85 million in recover funding based on the additional work done by the CDR Maguire Team in conjunction with State and Federal counterparts.

During our three-year engagement, CDR Maguire fully integrated with county staff supporting their recovery efforts on both emergency and non-emergency tasks. This included training, developing policies and procedures, in addition to grant administration.

Services under this contract included:

- Damage Assessments
- Costs Estimates
- Requests for Reimbursements
- Closeout Support
- Stream Debris Management
- Quarterly Reporting
- Unmet Needs and Community Fragility Study
- CDBG-DR Grant Writing and Administrative Support - **saving the County more than \$8 million.**

CDR Maguire continues to provide Larimer County grant administration support as the State of Colorado enters the Closeout Phase of the September 2013 Flood Disaster.



Program Approach and Price

1. Technical Approach

CDR Maguire has dedicated itself to assisting state and local governments throughout the nation prepare for, respond to, and recover from disasters of all magnitudes. Our rich history in engineering and construction management has served as a foundation to support our clients during their most trying times. Our team embraces a comprehensive approach to ensure that our clients are maximizing their recovery dollars, while also building community resilience.

CDR Maguire has experience in all facets of disaster recovery at all levels of government. Our team has responded to floods, landslides and mudslides, hurricanes, ice storms, and snowstorms, and are experts in large-scale debris monitoring operations, private property debris removal, vessel and vehicle removal, appeals and data management. Our team has been involved managing more than \$7.3 billion in federal disaster recovery funds.

Value Add Services

Here are some examples of the kind of value we have been able to bring to our clients:

- **Implementing Best Practices.** Implemented a new 214 process in Flagler County, FL after Hurricane Matthew that was implemented for Hurricane Irma. This new process saved countless staff hours and expedited documentation gathering for submission of Category B Projects.
- **Maximizing Client Reimbursement.** Took an initial FEMA estimate of \$6M, and increased it to over \$28M after doing the work.
- **Innovative Approaches:** Larimer County, FL – Use of alternative projects [PARKS]
- **Coordinating with other Disaster Recovery Grants.** Larimer County CDBG-DR Program \$9M.

CDR Maguire's proposed management approach begins with a thorough understanding of the complex realm of local disaster recovery operations and how it needs to be coordinated with state and federal agencies to maximize a community's recovery. ***The CDR Maguire Team believes that ensuring long-term success involves becoming familiar with, and understanding, the City of Key West's specific needs, objectives and goals, while being able to look around the corner to anticipate needs before they arise.***

"In the government world of doing more with less that we are almost doing it all with nothing, how will your government fiscally recover from a disaster? From experience, I don't have the staff to handle day-to-day operations as well a recovery operation for years. To be effective in disaster recovery you must consider hiring a contractor. For me, there is only one contractor and that is CDR Maguire!"-

Kevin Guthrie Former Director of Emergency Services, Flagler County, FL advocating on our behalf during the whole PW process.

Tempest Gems

CDR Maguire offers our clients a systematic and disciplined approach to disaster recovery grant management. Our processes and methodologies incorporate the acumen of seasoned subject matter experts, trained project officers with sophisticated grant management software, Tempest-GEMS. The software augments our professional services with a tool provides detailed score cards

on compliance with grant management rules. The work flows, financial tracking, document tracking, quality assurance processes, and reporting the web-based software creates a uniformly consistent process for managing a grant through its life cycle.

Every step taken by CDR Maguire during the initial phases of disaster recovery are steps towards close out and financial recovery. The immediate concerns of public officials must be the preservation of life and property. The long-term goal must be the protection of the local tax payers with the use of disaster recovery grants. While these grants strive to reduce the impact of natural disasters on the local tax base, there is a risk of the US federal government reclaiming funds that were not used in strict accordance with law.

Tempest-GEMS uses the financial data, the corresponding documentation, and an ingrained knowledge of federal law to assist communities from making mistakes. During the recent decade, the DHS Office of Inspector General has consistently identified the following four fail points:

1. Failures in procurement policy
2. Failures in contract procurement
3. Failure to provide supporting evidence for costs
4. Submitting duplicated costs for reimbursement

Within Tempest-GEMS, these concerns are addressed with nearly every keystroke. The system includes:

1. Procurement Policy Self-Assessment
2. Contract Procurement Score Card
3. Unsupported Cost Report
4. Duplicate Cost Prevention and Reporting

In addition to these protective measures, the system has:

1. Close-out readiness score cards
2. Automated close-out binders
3. DAC tracking

With Tempest-GEMS, CDR Maguire has the capability to produce all standard FEMA public assistance reports, quarterly progress reports, and other reports that track progress to the City of Key West. This system can manage other federally-funded grants as offered by HUD, USDA, and others.

Tempest-GEMS is technology that provides a common operating platform to our team and permits continuous collaboration with our clients. Together, we track cash flow status, and the progress towards financial recovery following the devastating impact of the weather.

2. Logistics Approach

The City of Key West Engagement Framework

Upon award, the CDR Maguire Team will hold multiple kickoff meetings, one for the City of Key West and then with each member individually. The kickoff meeting will be utilized to facilitate introductions and allow us to understand how Key West does business. Our experience has taught us that each Client has a unique set of needs, goals, priorities, objectives, and stakeholders.

Following the initial kickoff meeting, the CDR Maguire Team will collect and review pertinent documents (i.e. Disaster related plans, SOPs, COOPs/COGs, policies, procedures, mutual aid agreements, etc. Next, the CDR Maguire Team will create an Engagement Framework. This living document will spell out the delivery of services allowing all stakeholders input to its design.

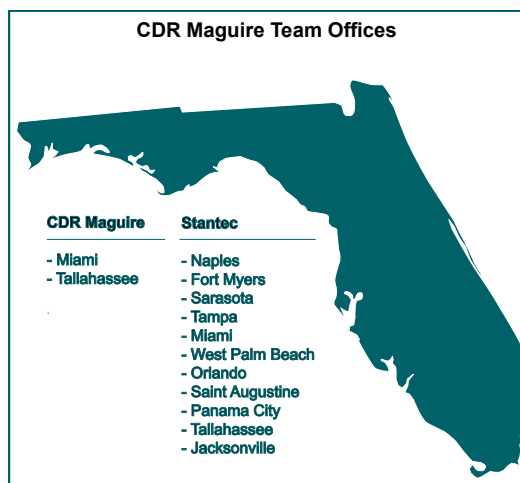
The more work that is done at the beginning of a relationship means the less time and energy needed to be spent down the road. The Engagement Framework will include sections such as:

- Stakeholder register
- QA/QC plan
- Budget and schedule plan
- Communication expectations
- Reporting requirements
- Current staffing or potential technical gaps

Local Proximity

CDR Maguire can dedicate a team to the City of Key West and are committed to making your needs our #1 priority. Tracy Doyle will be your Project Manager and is available at a moment's notice. Tracy works out of our Miami Corporate and Tallahassee offices at various times throughout the year. During times of non-emergency, the CDR Maguire Team will answer any communication (e.g. email or phone calls) within a 24 to 48-hour period. Andre Duarte, COO and EM Director will be your Point of Contact.

During pre-notice emergency events, the CDR Maguire Team can mobilize and pre-position resources on-site when given the notice to proceed. Our teams can co-locate within your offices during times of emergency, so that we can be available at a moment's notice, providing any support desired including attending any meetings at the Key West's request. ***With a local office in Miami and additional field offices throughout Florida, the CDR Maguire Team possess the capacity and proximity to meet any of City of Key West's needs.***



Pre-event Activities

From the onset of the engagement, the team performs a thorough review of all pertinent policies, plans, procedures, and conducts a gap analysis to identify risks and suggested solutions. This gap analysis can potentially save the City of Key West thousands of dollars and will be very beneficial in preparing for successful audits.

These reviews will include:

- Record keeping and retention strategies to ensure completeness and effectiveness
- Procurement processes to verify 2 CFR 200 compliance
- Force account pay policies to ensure all applicable costs can be reimbursed

In addition, we will coordinate with the Risk Management Department/Divisions of the City of Key West to complete a comprehensive review of insurance policies, ensuring the disaster recovery and restoration process complies with local, state and federal laws and avoids potential duplication of benefits.

CDR Maguire provided technical assistance and guidance on insurance oversight and issues to the State of Massachusetts and local applicants during the DR-4214 event, which included:

- » Reviewing applicant insurance settlement information and
- » Making insurance adjustments during project/PW development.

Once all data has been verified, the CDR Maguire Team will load pertinent information into Tempest Gems to have on hand prior to any

activation and speed up the recovery process. Documents such as pay policies, insurance documents, and maintenance records will be uploaded in a case management file. Data required to prepare accurate cost estimates and assist with PW formulation (i.e. employee names, position, rates, historical material costs, FEMA cost codes, contractor information, etc.) will also be entered. This process will be repeated annually or as needed so that all records are kept up to date, and specific to each event facilitating grant administration throughout the project lifecycle.

Activation/Notice to Proceed

Upon verbal or written notification from the City of Key West to deploy, CDR Maguire will send out an Advance Team consisting of representatives from corporate leadership and Subject Matter Experts (SMEs) for the particular task at hand. Key functions of an Advance Team include but are not limited to:

- Stakeholder Engagement
- Facilitate an internal kick-off meeting
- Determine needs and additional resources required
- Attend meetings as requested (i.e. FEMA Recovery Scoping Meeting - formally known as the kickoff meeting)
- Create a disaster specific framework

We understand that no two clients are alike and therefore can adapt our management structure to fit your needs. The CDR Maguire Team values productive relationships. Working alongside the City of Key West and in conjunction with state, federal and non-governmental agencies (NGO's), we will ensure that staff assigned will complement the strengths of the City of Key West, and provide capabilities required for your successful recovery.

Damage Assessment

Conducting accurate damage assessments are critical to any recovery process. The sooner damage assessments are performed, the quicker the recovery process and subsequent disaster grant funding can begin. Acting as a force multiplier, our team of qualified damage assessment professionals span across a broad spectrum of disciplines who can accompany City of Key West personnel on site visits to identify damages. Our personnel will arm themselves with the appropriate “local knowledge” that will ensure damages are captured accurately and entirely, leaving no stone unturned and ensuring the City of Key West’s interest are protected.

As an added benefit, the CDR Maguire Team also offers the use of drones. By using this technology, the CDR Maguire Team can quickly assess areas that are inaccessible and dangerous, eliminating the need to put people in harm’s way. By using our in-house mapping experts and licensed UAS pilots, the CDR Maguire Team can ensure effective documentation to support the eligibility of damages. We can use multiple sources of data, including photogrammetric and satellite, to create maps and 3D models to support damage claims. Often well-documented photos have proven to be worth millions of recovery dollars.



Once information is gathered in the field, data is input directly into Tempest Gems which has been designed to simplify the cost estimating process by cross referencing data that was previously entered – such as historical materials costs, force account labor and equipment rates. The system will then generate an accurate cost estimate based on information specific to the City of Key West. The system has been proven to expedite the cost estimating process by cutting down on

calculation errors and facilitating the collection of information. This information can then later be used to assist with the submission of the Request for Public Assistance (RPA) form, the creation of bid packets, and the formulation of PWs.

Project Formulation

Utilizing our disaster recovery software Tempest Gems, data collected from the site assessments can quickly be turned around into a Project Worksheet (PW) or a Detailed Damage Inspection Report (DDIR). Once sites are identified and grouped into a project, all the site estimate information moves into that project at the click of a button, allowing an aggregated scope of work and project estimate. This information can be exported from Tempest Gems into a nearly complete PW or DDIR form.

The CDR Maguire Team consists of experienced EHP, Insurance and Mitigation experts who have worked in multiple FEMA regions dealing with unique situations such as endangered species, geological concerns, beach re-nourishment/restoration, waste water facilities and waterway debris/silt removal. Our team will work with the state, federal agencies and the City of Key West, to address any issues pro-actively so as not to impede the recovery process.

The CDR Maguire Team will also identify opportunities to maximize FEMA funds early in the PW Formulation Phase by identifying potential alternate or improved project opportunities. These will be presented to the appropriate Key West staff with a detailed analysis of pros and cons in order for them to make an informed decision. CDR Maguire successfully utilized such an approach in Larimer County, CO, whereby funds for a park destroyed that could not be feasibly reconstructed, were used to purchase much-needed search and rescue equipment, training and three new search and rescue boats.

CDR Maguire assisted Jackson County, Florida in finding \$28 Million in eligible disaster related damages - That's 5 time greater than FEMA's original estimate of 6 Million.

Grant Administration

The CDR Maguire Team consist of industry leaders in providing disaster recovery and support services for grant administration. Our level of experience in the disaster recovery arena includes FEMA, FHWA-ER, CDBG-DR, NRCS-EWP, EPA, NFIP, SBA and other grants. Using our best practices and lessons learned throughout our many engagements across the county this team has developed tried and true method to deliver services to best meet your needs from grant obligation to closeout. Utilizing Tempest Gems, our team can track expenses and scope of work changes in real time, accelerating both fiscal management and scope change requests to FEMA, with built-in quality assurance mechanisms in place.

Fiscal Services

The CDR Maguire Team understands the delicate balance between maintaining cash flow and ensuring that reimbursed funds are retained. As expenses are attributed to a site/project, they are entered on a categorical basis into Tempest Gems while utilizing much of the preloaded data. When it comes to preparing requests for reimbursement, the system will allow you to select the expenses and export the information into a reimbursement summary sheet. This information is then gathered along with supporting documentation previously reviewed and uploaded into the system, to submit RFR requests that are near closeout standards.

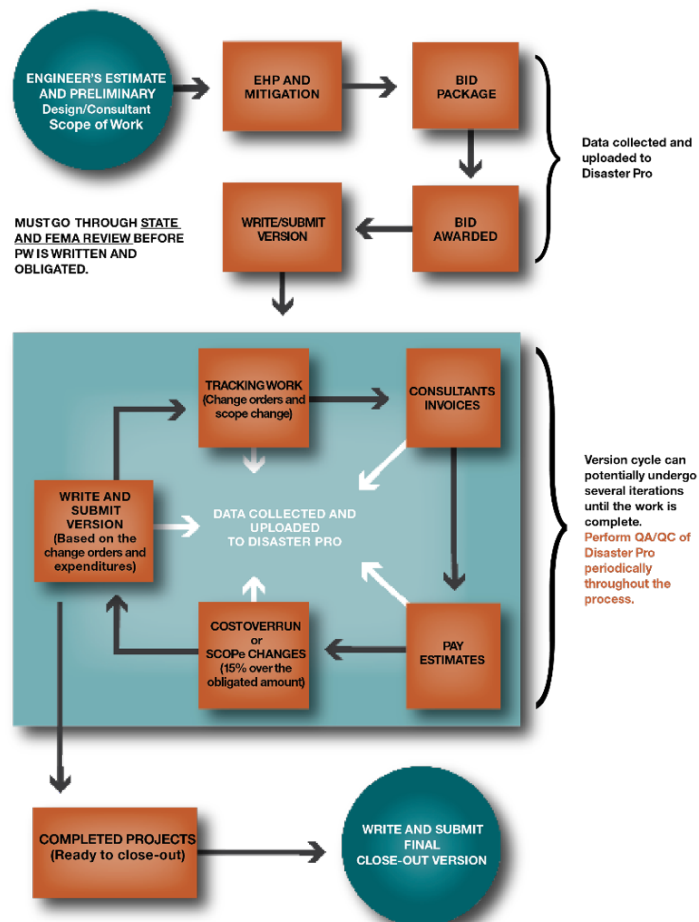
Our fiscal experts will spend the time required to review documentation and identify any additional costs not captured. By performing this analysis in the initial stages of the grant lifecycle, minimal effort is needed on the back-end which avoids having to recollect facts, data and documents years down the road during project closeout and audits.

Scope Change and Versioning Process

The administration of permanent work during the Public Assistance Program can be a daunting task for any Public Works or Engineering Departments. In addition to managing the contractor, they must track expenses relative to the budget submitted to FEMA, in addition to informing them of any changes to this scope of work written in FEMA's initial PW. If done correctly, projects can continue to be funded by reimbursement dollars. Done incorrectly, you risk de-obligation.

Having supported FEMA Public Assistance operations continuously for years in Colorado and Florida, the CDR Maguire Team has developed a Scope and Version process that has been successfully implemented in a number DPW and Engineering Departments.

Scope & Version Process



This process has saved countless staff hours for our clients and has assisted in getting RFRs paid promptly without projects running out of cash.

Our Scope and Version process has proven so successful, that CDR Maguire has been retained by clients to accurately manage this phase of the long-term recovery process for them, even though they had engaged other consultants early on in their recovery process.

When implemented correctly, this process will:

- Monitor contractor performance
- Ensure contract and force account work is staying within eligible scope
- Track costs associated with projects by site
- Gather all documentation for reimbursement requests and closeout
- Determine when a version will be needed
- Identify mitigation measures
- Track time extensions

Direct Administrative Costs (DAC) Documentation and Reporting

The FEMA Public Assistance Program allows applicants to submit DAC for the administration of projects that are directly related to a PW. FEMA will reimburse 75% of those costs if documented correctly.

Recognizing the importance and **potential cost savings to our clients**, CDR Maguire developed a DAC tracking function inside Tempest Gems that will allow for time spent on specific PWs to be captured and subsequently submitted as DAC, not only for the CDR Maguire Team but for the client's staff as well.

All tracking is done at the site-specific level utilizing activities identified in the "PA Program Indirect and Direct Administrative Activity List" ensuring strict adherence to FEMA guidance. Our process has withstood the scrutiny of OIG Audits as evidenced in our engagement with Larimer County, CO.

Reporting

Throughout the entire engagement, customized reports can be generated to accommodate all Key West stakeholder needs and requests, including but not limited to, the financial overview of the disaster, reimbursement amounts in total, broken up by grant and by project, project status, staffing projection and schedules. CDR Maguire understands the importance of clear, consistent reporting to the City of Key West and has prepared reporting templates which can be customized to the meet the city's needs. The frequency of reporting will be determined by the city and can be issued on any time frame required, daily, weekly, bi-weekly, monthly or quarterly.

Conclusion

In conclusion, we hope we have demonstrated why we believe the CDR Maguire Team is the best choice to serve the City of Key West's needs. With us, you have:

- ✓ A Strategic Partner
- ✓ A Team who puts the City of Key West's needs first
- ✓ A proven Project Tracking Tool that will assist and facilitate the disaster recovery process.

With the CDR Maguire Team, you get "Experience you Trust and Service you Deserve."

3. Price

ATTACHMENT – A									
UNIT PRICE PROPOSAL FORM									
<p>Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety, and associated actions necessary for implementation of emergency management operations by the Proposer as defined in the Contract.</p> <p>PROPOSAL FROM: Company: <u>CDR Maguire</u></p> <p>Address: <u>16267 SW 157 Avenue Miami, FL 33187</u></p> <p>Phone/Fax: <u>786-235-8534</u></p> <p>To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: As-Needed Emergency Management Services, located within CITY OF KEY WEST, Florida.</p> <p>To: <u>CITY OF KEY WEST</u> <u>ATTN: CITY CLERK</u> <u>1300 White St.</u> <u>Key West, FL 33040</u></p> <p>1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal</p>	<p>Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.</p> <p>2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.</p> <p>3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:</p> <p>A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged:</p> <table border="0"><thead><tr><th>Addendum No.</th><th>Addendum Date</th></tr></thead><tbody><tr><td><u>N/A</u></td><td><u></u></td></tr><tr><td><u></u></td><td><u></u></td></tr><tr><td><u></u></td><td><u></u></td></tr></tbody></table> <p>B. Proposer has had an opportunity to visit the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;</p> <p>C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;</p> <p>E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;</p> <p>F. The Proposal Documents are generally sufficient to indicate and convey</p> <p>4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.</p> <p>5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.</p> <p>6.0 Proposer acknowledges that all unit costs include any necessary insurance and bonds.</p> <p>Table A – UNIT PRICING</p>	Addendum No.	Addendum Date	<u>N/A</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Addendum No.	Addendum Date								
<u>N/A</u>	<u></u>								
<u></u>	<u></u>								
<u></u>	<u></u>								

PROPOSAL SCHEDULE

PREPAREDNESS EVENTS (FIXED FEE)				Not part of the Scope of Services	
City Emergency Operations Center (EOC) Facilitation	1	\$	N/A	\$	
Alternate City EOC Facilitation (IMT)	1	\$	N/A	\$	
SPECIAL PROJECTS (HOURLY RATE): GRANT RESEARCH AND APPLICATION					
Project Manager or Lead Consultant	80	\$	N/A	\$	Not part of the Scope of Services
Project Engineer or Lead Planner	120	\$	N/A	\$	Not part of the Scope of Services
Associate	80	\$	N/A	\$	Not part of the Scope of Services
Staff Assistant	40	\$	N/A	\$	Not part of the Scope of Services
TOTAL PROPOSED CONTRACT PRICE				\$	

Confirmation of Signature of Unit Price Proposal Information

Andre Duarte

Name of Proposer

Signature of Proposer

COO

Title

Item	Quantity	Unit Price (Fixed Fee)	Extended Total
Emergency Response Activation			
Project Executive	80	\$ 225	\$ 18,000
Subject Matter Expert	80	\$ 200	\$ 16,000
Project Manager	160	\$ 165	\$ 26,400
Public Adjuster	320	\$ 135	\$ 43,200
Senior Closeout Specialist	80	\$ 145	\$ 11,600
Closeout Specialist	160	\$ 115	\$ 18,400
Other: List specialty		\$	\$
TRAINING CLASSES (FIXED FEE)			
IS 300 – Intermediate Incident Command System	2	\$ N/A	\$ Not part of the Scope of Services
IS 400 – Advanced Incident Command System	2	\$ N/A	\$ Not part of the Scope of Services
CEMP Refresher Incident Commander (IC)	1	\$ N/A	\$ Not part of the Scope of Services
EXERCISES AND DRILLS (FIXED FEE)			
Comprehensive Emergency Management Plan (CEMP); Hazard Annexes and associated emergency response and contingency plans Annual Update (FIXED FEE)	1	\$ N/A	\$ Not part of the Scope of Services
EXERCISES AND DRILLS (FIXED FEE)			
CEMP Exercise	1	\$ N/A	\$ Not part of the Scope of Services
ICS Forms Drill	1	\$ N/A	\$ Not part of the Scope of Services
Joint Information Center (JIC) Drill	1	\$ N/A	\$ Not part of the Scope of Services

Client References

Please see the three Project Examples on pages 12, 13 & 14 for Client references 1-3.

4. Disaster Recovery Consulting Services: Collier County, FL

Collier County was one of the most severely impacted Counties in Florida from Hurricane Irma. Collier sustained extensive damage resulting in estimated 250M in disaster related expenses.

Initially the County chose two consultants during it's emergency procurement, our team's performance, ability to establish relationships, and lower cost structure resulted in the County selecting us as their primary Public Assistance Consultant.

We are currently working with Collier County post-disaster with a staff of 10-20 people and in support of 40 Countywide divisions.

Thus far we are providing Public Assistance support to 5 different applicants within Collier County and are helping to recover more than \$60M in CAT A & B projects alone (Damages are still being assessed and quantified but estimated to be \$150M).

REFERENCE:

Bendisa Marku

Senior Operations Analyst

BendisaMarku@colliergov.net

239-252-844

3327 Tamiami Trail East, Naples, FL 34112

ATTACHMENTS

1. Proposal Form

BID PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: Emergency Management Consulting Services

Bidder's contact person for additional information on this Proposal:

Company Name: CDR Maguire

Contact Name & Telephone #: Andre Duarte (954) 465-8084

Email Address: Andre.Duarte@cdrmaguire.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto and will provide evidence of holding required licenses and certificates as indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____,

_____, _____, _____, _____, _____, _____, _____, _____, _____,

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

SURETY

Not Applicable _____ whose address is

_____, _____, _____,
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is CDR Maguire _____

_____ doing business at

16267 SW 157 Avenue, Miami, FL 33187

Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Carlos Duarte, CEO	Andre Duarte, COO
_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2017.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 9 day of January 2018.



Name of Corporation

By Andre Duart

Title COO

Attest [Signature]

Sworn and subscribed before this 9 day of January, 20 18

[Signature]

NOTARY PUBLIC, State of Colorado, at Large

My Commission Expires: December 12, 2021

2. Anti-Kickback Affidavit


ANTI-KICKBACK AFFIDAVIT

STATE OF Colorado)

: SS

COUNTY OF Boulder)

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 City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 9 day of January 2018.



NOTARY PUBLIC, State of Colorado at Large

My Commission Expires: December 12, 2021

ALISA ANN WILLIAMS NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174050906 MY COMMISSION EXPIRES DECEMBER 12, 2021
--

* * * * *

3. Sworn Statement under section 287.133(3)(a) Florida Statutes, on Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid or Proposal for _____
As-Needed Emergency Management Services, _____

2. This sworn statement is submitted by CDR Maguire
(Name of entity submitting sworn statement)

whose business address is P.O. Box 771750
Miami, FL 33177

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-0318211

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement 

3. My name is Andre Duarte
(Please print name of individual signing)

and my relationship to the entity named above is COO

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited

56

Emergency Management
Consulting Services

to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a 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.
7. I understand that a “person” as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by CONSULTANT for Professional Acts. CONSULTANT hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONSULTANT, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONSULTANT: CDR Maguire _____

SEAL:

P.O. Box 771750
Miami, FL 33177

Address _____

Signature _____

Andre Duart _____

Print Name _____

5. Domestic Partnership Affidavit

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT


STATE OF Colorado)
 : SS
COUNTY OF Boulder)

I, the undersigned hereby duly sworn, depose and say that the firm of CDR Maguire

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: 

Sworn and subscribed before me this 9 day of January, 2018.


NOTARY PUBLIC, State of Colorado at Large

My Commission Expires: Dec. 12 2021

ALISA ANN WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174050906
MY COMMISSION EXPIRES DECEMBER 12, 2021


* * * * *

6. Cone of Silence Affidavit

CONE OF SILENCE AFFIDAVIT

STATE OF Colorado)
 : SS
COUNTY OF Boulder)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of CDR Maguire have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

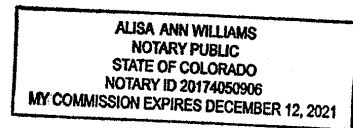
By: 

Sworn and subscribed before me this

9 day of January 2018.


NOTARY PUBLIC, State of Colorado at Large

My Commission Expires: December 12, 2021



* * * *

7. All requirements listed in Proposal Submittal Requirements

ATTACHMENT – B

PROPOSER'S GENERAL OPERATION PLAN

Detailed descriptions of how the Proposer would plan, organize, initiate, and evaluate:

- Annual reviews of the City's CEMP and Hazard Annex review, and associated emergency response and contingency plans
- City associate emergency management training

ATTACHMENT – C

Proposer's Qualifications Statement Form

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

CDR Maguire, Inc. is an extensive, multi-disciplinary emergency management, architectural, engineering, and owner's project management firm with offices in Connecticut, Colorado, Florida, Massachusetts, Pennsylvania, Rhode Island, and the U.S. Virgin Islands. CDR Maguire has been serving clients throughout the nation for over 75 years and has more than 135 employees. Throughout its history, CDR Maguire, Inc. has played a significant role in the planning, design, and construction of the infrastructure used daily by millions of Americans. CDR Maguire has dedicated itself to assisting state and local governments throughout the nation prepare for, respond to, and recover from disasters of all magnitudes. Our rich history in engineering and construction management has served as a foundation to support our clients during their most trying times. Our team embraces a comprehensive approach to ensure that our clients are maximizing their recovery dollars, while also building community resilience. To further assist our clients, we have developed CDR Disaster Pro – a proprietary, web-based grant management tool that tracks cost on the granular level.

2. The address of the principal place of business is:

16267 SW 157 Avenue
Miami, FL 33187

3. Company telephone number, fax number and e-mail addresses:

P: 786-235-8534 F: 786-235-8501 Andre.Duart@cdrmaguire.com

4. Number of employees:

135

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

See Org Chart on page 4 of proposal

6. Company Identification numbers for the Internal Revenue Service:

05-0318211 is our FEIN

7. Provide **Occupational License Number (and County)**, if applicable, and expiration date:

827186 Document number of Certification to do business in the State of Florida

8. How many years has your organization been in business? Does your organization have a specialty?

75 years Speciality: Engineering

9. What is the last project of this nature or magnitude that you have completed?

Please provide project description, reference and cost of work completed.

See Project Examples on pages 10 and 11 of proposal

10. Have you ever failed to complete any work awarded to you? If so, where and why?

No

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

See pages 10, 11, 12, 13 and 14 of proposal

• Name _____

Address _____

Telephone No. _____

• Name _____

Address _____

Telephone No. _____

• Name _____

Address _____

Telephone No. _____

• Name _____

Address _____

Telephone No. _____

12. List the following information concerning all contracts **in progress** as of the date of submission of this proposal. (In event of co-venture, list the information for all co-ventures.)

Table B-1: In Progress Contracts

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
Collier County Consortium, FL	CDR Maguire	\$250 M	TBD	10%
FDEP (Irma & Matthew), FL	CDR Maguire	\$100M	TBD	85% Matthew 25% Irma

(Continue list on insert sheet, if necessary.)

See current project on table on pages 10 & 11 of proposal for more information

13. Has the Proposer or Representative inspected the proposed project site and does the Proposer or Representative have a complete plan for performance of disaster response services?

Varies from Client to Client

-
14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Table B-2: Subcontractors

Sub Contractor Name	Address	Work to be Performed
Stantec		Engineering, Damage Assessments
iParametrics		Disaster Recovery
Ernst & Young		QA/QC

(Continue list on insert sheet, if necessary)

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for the work?

N/A

PROVIDE LIST IN ATTACHMENT E

16. What equipment will you purchase for the proposed work?

(Continue list on insert sheet, if necessary)

Varies depending on details of event

18. What equipment will you rent for the proposed work?

Varies depending on details of event

(Continue list on insert sheet, if necessary)

-
-
19. State the names of the proposed project team and include resumes, and give details of his or her qualifications and experience in managing similar work.

(Continue list on insert sheet, if necessary)

See pages 6-9 of the Proposal

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

CDR Maguire Inc., President: Carlos Duarte Secretary: Katrina Kerr

- 20.1 The correct name of the bidder is:

CDR Maguire

- 20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Carlos Duart, CEO, Andre Duart, COO

SUBMITTED BY:

AD

Andre Duart, COO

SIGNATURE

PRINT NAME/ TITLE

STATE OF Colorado)

) SS.

COUNTY OF Boulder)

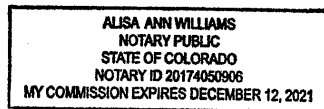
The foregoing instrument was acknowledged before me this 9 day of January,

2018, by Andre Duart who is personally known to me or who has

produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 9 day of January, 2018.

(NOTARY SEAL)



Alisa Williams

(Signature of person taking acknowledgment)

8. All required Insurance forms or indication of ability to comply with requirements upon reward of contract

CDR Maguire will comply with all insurance requirements upon award of contract.

9. Signed addenda or confirmation of receipt of all addenda (please list)

N/A