

**MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C26-05-0497
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES**

THIS MUTUAL BENEFIT AND USE AGREEMENT, hereinafter the "Agreement", made this _____ day of _____, 2026, between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter the "City", and Thompson Consulting Services, LLC., a Florida corporation with its principal address at 2601 Maitland Center Parkway., Maitland, FL 34982, hereinafter "Contractor":

WITNESSETH:

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City resulting from a natural or manmade event; and

WHEREAS, the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the City has a community of interest in Saint Lucie County, hereinafter the "County", with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, the County sought requests for proposals, under RFP No. 26-014, for Disaster Debris Monitoring Management and Consulting Services to which Contractor submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this Agreement, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, the City has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by the County and endorses the process and selection of Contractor; and

WHEREAS, the City has reviewed the Contract for Disaster Debris Monitoring Management and Consulting Services between the County and Contractor commencing May 5, 2026, said contract being identified as: **May 5, 2026, Contract No. C26-05-0497**, attached hereto as **Exhibit "I"**, and has found the Scope of Services, prices, terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to its citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, the City agrees to enter into this Agreement with **Thompson Consulting Services, Inc.** for Disaster Debris Monitoring Management and Consulting Services under the original terms, conditions, and pricing of the May 5, 2026, Contract No. C26-05-0497 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.
2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties'

Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.

3. CONTRACTOR agrees that **Exhibit "II", FEMA Public Assistance Contract Provisions**, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.
4. **Address change for the City:** Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.
8. CONTRACTOR acknowledges and agrees, in **Exhibit "III"**, an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).
9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies:** As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.
10. City shall not in any respect indemnify, defend, or hold harmless the Contractor.
11. Notwithstanding any other provision in Exhibit "I" to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract shall survive the termination or expiration of this Agreement.

12. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this contract at its sole option if Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the boycott of Israel during the term of this contract. Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active business operations in Iran, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, if Contractor or any of its subcontractors are placed on a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this contract. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract. Contractor agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this contract, including any and all renewals. Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Contractor shall immediately notify the CITY of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.
13. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the CITY immediately if it becomes aware of any violation of this statute.

Having full authority, the parties do hereby complete this Agreement by signing below:

THOMPSON CONSULTING SERVICES, INC.



Authorized Signature

Daniel Gardner

Printed Name

Vice President

Title

9/18/2026

Date

CITY OF FORT PIERCE, FL

Authorized Signature

Printed Name

Title

Date

Approved as to Form and Correctness:

Sara Hedges, City Attorney

Exhibit I – Original Government Contract

Exhibit II – FEMA Public Assistance Contract Provisions

Exhibit III – Affidavit Regarding Use of Coercion for Labor or Services

Approved as to form and correctness by the CAO on 8/20/2026.

C26-05-0497

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
DISASTER DEBRIS MONITORING MANAGEMENT & CONSULTING SERVICES**

THIS CONTRACT is made as of the 5 day of MAY, 2026, by and between
ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County",
and THOMPSON CONSULTING SERVICES, LLC, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for Disaster Debris Monitoring Management and Consulting Services from qualified firms for the performance of these services; and,

WHEREAS, at the regularly scheduled meeting on May 5, 2026, the Board of County Commissioners approved the short list of firms, permission to negotiate a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

WHEREAS, the Consultant is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional/consultation services for Disaster Debris Monitoring Management and Consulting Services as the Primary Consultant, as further described in St. Lucie County RFP No. 26-014.

3. **TERM**

The term of this Contract shall be for a period of three years beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for two additional one-year renewal periods pursuant to the same terms and conditions.

4. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional services related to disaster debris monitoring management and consulting services for hurricanes,

tornadoes, and other natural and manmade disaster events for St. Lucie County as outlined in the Statement of Work in the RFP. Each project will require a separate Work Authorization. The Work Authorization shall set out the scope of work, time of performance, and compensation schedule for each project based on the Consultant's Price Proposal Form, including, where pricing is on a time and materials basis, a not-to-exceed price ceiling that the Consultant exceeds at its own risk.

5. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Consultant are attached hereto and made part hereof and consist of the following:

- A. This Contract, consisting of pages 01 through 24 inclusive.
- B. Consultant's Proposal, consisting of:
 - Price Proposal Form
 - Certification Regarding Lobbying
 - Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
 - Public Entity Crime Affidavit
 - Non-Collusion Affidavit
 - Respondent's Certification
- C. RFP Documents, consisting of 38 pages
- D. Addenda No. 01 to 02 to RFP, inclusive.
- E. Insurance Certificates which shall be provided by the Consultant, along with the return of an executed copy of this Contract.
- F. Any Modifications, including but not limited to change orders and contract amendments, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

6. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

- A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Contract. It is agreed that this Contract shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. No volume of work is guaranteed to the Consultant under this Contract.
- B. If the Consultant's services called for under this Contract are delayed for reasons beyond the Consultant's control, the time of performance may be adjusted appropriately.
- C. Specific work assignments shall be set forth in individual Work Authorizations which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the County in accordance with the St. Lucie County Purchasing Policy. The Work

Authorization shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The County shall provide all criteria and full information as to County's requirements for the assignment and designate in writing a person with authority to act on County's behalf on all matters concerning this assignment, if different from the County's Project Manager.

7. **TIME OF PERFORMANCE**

Each project performed pursuant to this Contract shall be performed in a timely manner without unreasonable delay within the time period identified in the Work Authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual Work Authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual Work Authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

8. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Contract and each Work Authorization pursuant to the approved Price Proposal Form. All invoices presented to the County for payment shall be on a Request for Payment form approved by the County.

9. **GENERAL CONDITIONS**

- A. The Project Manager for the County is Greg Atkinson at (772) 462-1996. The Project Manager for the Consultant is John Hoyle at (321) 303-2543.
- B. Upon the Consultant's written request, the County will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and County mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Contract.

10. **TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Contract by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of execution of the Contract. The original Contract rates and any additions thereto shall be adjusted to exclude any significant sums by which County determines the Contract rate(s) was increased due to inaccurate, incomplete, or non-current wage rates, and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Contract.

11. **DEFAULT/TERMINATION**

A. **TERMINATION FOR CAUSE**

If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven calendar day time period.

With regard to the Consultant, the following circumstances shall be considered a default under this Contract:

- (1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Contract.
- (3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. **WITHOUT CAUSE**

Either party may terminate the Contract without cause at any time upon thirty calendar days' prior written notice to the other party. In the event of termination, the County shall compensate the Consultant for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Consultant waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Consultant, the County shall compensate the Consultant for all authorized work satisfactorily and responsibly completed through the termination date.

C. **SCRUTINIZED COMPANIES TERMINATION**

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized

Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

12. SUB-CONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any sub-consultant, subcontractor or professional associate in connection with the services to be provided under this Contract, Consultant shall secure the written approval of County Project Manager before engaging such sub-consultant, subcontractor or professional associate.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

13. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will issue an exemption certificate if requested by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

14. INSURANCE

The Consultant shall procure and maintain during the life of this Contract insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Contract. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

B. **COMMERCIAL AUTO LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit.

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at \$500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Contract, at his, its, or their own expense, Professional Liability insurance on a claims made basis for a minimum of \$1,000,000.00 coverage.

15. **INDEMNIFICATION**

The Consultant covenants and agrees at all times to indemnify, defend, and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Contract. The Consultant hereby acknowledges that the payments made under this Contract include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statute.

The Consultant, without exemption, shall indemnify, defend and hold harmless, the County, State of Florida, the Federal Government, and their employees, representatives, and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

16. **ASSIGNMENT**

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Contract and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Contract; and, neither the County nor the Consultant will assign or transfer its rights and obligations in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Contract. In the event such persons can no longer provide the services required by this Contract, the Consultant shall immediately notify the County in writing and the County may elect to terminate this Contract without any liability to the Consultant for unfinished work product. The County may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

17. **PUBLIC RECORDS**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Section 119, Florida Statutes, and made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant shall:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.
- D. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All record stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, SLCAAttorneyPRR@stlucieco.gov, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

18. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract

19. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Contract upon ten (10) days prior written notice to the other party.

20. **PLEDGE OF CREDIT, ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

21. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Contract are and remain the property of the County as instruments of service. The Consultant shall furnish copies to the County upon request.

The County shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets, and computer discs to the County.

22. **INDEPENDENT CONSULTANT RELATIONSHIP**

The relationship of the Consultant to the County will be solely that of a consultant. The Consultant is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Consultant will provide the professional and technical services required for the successful completion of this Contract in accordance with practices generally acceptable within the industry and good ethical standards.

23. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

As required by Section 448.095(2)(a), Florida Statutes, the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Consultant of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Consultant agrees that such violation by the Consultant shall be grounds for the unilateral cancellation of this Contract by the County.

24. **PROHIBITION AGAINST CONTINGENT FEES**

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

25. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Contract. The Consultant agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

26. **NON DISCRIMINATION**

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

27. **ENFORCEMENT COSTS**

It is understood and agreed that the Consultant's services under this Contract do not include any participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the County and the Consultant describing the services desired and providing a basis for compensation to the Consultant. For purposes of this provision, FEMA administrative appeals and arbitrations of FEMA decisions before the U.S. Civilian Board of Contract Appeals do not constitute "litigation." The Statement of Work includes the Consultant's participation in responding to FEMA denials, which may include appeals and arbitrations.

28. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative on an annual basis.

29. **SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

30. **COMPLETE AGREEMENT**

This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Contract shall bind the parties, their assigns, and successors in interest.

31. **AMENDMENT**

This Contract may be amended only with the written approval and agreement of the parties.

32. **MODIFICATIONS OF WORK**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

- A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- B. Notify the County of any estimated change in the completion date, and
- C. Advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

33. **NOTICE**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by

messenger or courier service, e-mailed, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:

St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:

St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As to the Consultant:

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, Florida 32751
Phone: (407) 792-0018
Email: jhoyle@thompsoncs.net

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

34. **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 provisions hereof.

35. **WAIVER**

No waiver by the County of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by of the same, or any other provision or the enforcement thereof. County's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

36. **COMPLIANCE WITH LAWS**

The Consultant, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The County undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

37. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and

delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

38. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contract or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the County's Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

39. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

40. ANTITRUST ASSIGNMENT

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

41. ACCESS TO RECORDS

The following requirement applies to this Contract:

A. The Consultant agrees to provide the County, the Florida Division of Emergency Management (FDEM), 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 Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Consultant agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

D. In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

42. **REMEDIES**

If any work performed by the Consultant fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, County may in its sole discretion:

- (1) elect to have the Consultant re-perform or cause to be re-performed at Consultant's sole expense, any of the work which failed to meet the requirements of the Contract;
- (2) hire another contractor to perform the work and deduct any additional costs incurred by County as a result of substituting contractors from any amounts due to Consultant; or
- (3) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit County's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

43. **COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

CLEAN AIR ACT

- (1) The Consultant 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 Consultant agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Consultant 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 Consultant agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal

Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

44. **DEBARMENT AND SUSPENSION**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(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 Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (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 Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.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 County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

45. **BYRD ANTI-LOBBYING AMENDMENT**

By execution of this Contract, Consultant makes the certification found at APPENDIX A, 44 C.F.R. Part 18, reproduced below. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
(to be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (i) 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 an agency, a Member of Congress, an officer or 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.
- (ii) 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 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 Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

46. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (applicable to contracts over \$100,000 that involve the employment of laborers or mechanics)

- A. 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause

set forth in paragraph (A) of this section the Consultant and any subcontractors responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A).

C. Withholding for unpaid wages and liquidated damages.

- (1) The federal awarding agency or the County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Consultant or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clause set forth in this paragraph (B), any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime Consultant (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the Consultant under this contract, any other Federal contract with the same prime Consultant, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.
- (2) The Department has priority to funds withheld or to be withheld in accordance with the above provisions over claims to those funds by
 - i. A Consultant's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - ii. A contracting agency for its re-procurement costs;
 - iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Consultant, or a Consultant's bankruptcy estate;
 - iv. A Consultant's assignee(s);
 - v. A Consultant's successor(s); or
 - vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

D. Subcontracts. The Consultant or subcontractors shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime Consultant and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

E. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to

discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (4) Informing any other person about their rights under CWHSSA or this part.

Where the Contract is subject to the Contract Work Hours and Safety Standards Act, but not to subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, the following language applies:

F. Further Compliance with Contract Work Hours and Safety Standards Act:

- (1) The Consultant or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Consultant or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Consultant or subcontractor will permit such representatives to interview employees during working hours on the job.

47. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

48. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(i) Definitions. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in this paragraph applies, the Consultant and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

- A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit the Consultant from providing—

- A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

- A. Covered telecommunications equipment or services that:
 - Are not used as a substantial or essential component of any system; and
 - Are not used as critical technology of any system.
- B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
2. The Consultant shall report the following information pursuant to this paragraph:
 - A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

49. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Consultant should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

50. **CONTRACT CHANGES OR MODIFICATIONS**

The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims made by the Consultant that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County's manager and Consultant's representative.

If Consultant believes that any particular work is not within the scope of services of the Contract, is a material change, or will otherwise require more compensation to the Consultant, then the Consultant must immediately notify the County in writing of this belief. If the County believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated in the original Contract. The Consultant must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

51. **DHS SEAL, LOGO AND FLAGS**

The Consultant must obtain written permission from County and the U.S. Department of Homeland Security (DHS) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

52. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

53. **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 County, the Consultant, or any other party pertaining to any matter resulting from the Contract.

54. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

55. **COPYRIGHT**

License and Delivery of Works Subject to Copyright: The Consultant grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced

in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

56. **MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of the County to impose new rules and regulations on the Consultant under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Consultant notice of any proposed change and an opportunity to be heard concerning these matters. In the event of any change in federal, state, or local law or ordinance, the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or the County shall be entitled to an adjustment in the rates and charges established in the Contract commensurate with the change required.

Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Consultant agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare

57. **MAINTENANCE OF RECORDS**

A. The Consultant shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this Contract or for a period of five years from the County's submission of the final expenditure report to the federal awarding agency, whichever is greater.

B. Each party to this Contract or its authorized representatives shall have reasonable and timely access to such records of each other party to this Contract for public records purposes during the term of the Contract and for five years following the termination of this Contract.

C. If an auditor employed by the County or Clerk determines that monies paid to the Consultant pursuant to this Contract were spent for purposes not authorized by this Contract, or were wrongfully retained by the Consultant, the Consultant shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the County.

D. The Consultant and all its Subcontractors, successors, assigns, and transferees acknowledge and agree to comply with applicable provisions governing the Federal Government's access to records, accounts, documents, information, facilities, and staff.

58. **SUBAWARD**

The Consultant is bound by all applicable state and federal laws and regulations, as well as the terms and conditions of the federally-funded Subaward and Grant Agreement between the County and FDEM, if applicable.

59. **SAFE WORKING ENVIRONMENT**

The Consultant must at all times provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

- A. Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

60. **LOAD TICKET SYSTEM REQUIREMENTS**

The Consultant must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime Consultant's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)

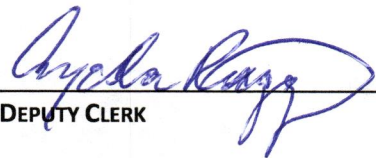
- Tower/Site Monitor name/signature

61. **QUALIFICATIONS OF MONITORS AND STAFF**

The Consultant shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Consultant must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

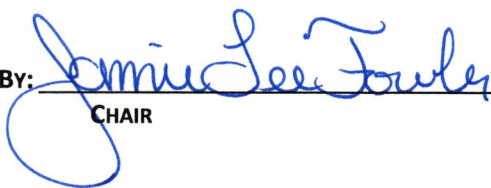
ATTEST:



DEPUTY CLERK

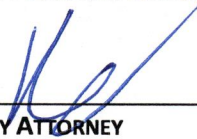


**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY: 

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:



COUNTY ATTORNEY

THOMPSON CONSULTING SERVICES, LLC

BY: Jon Hoyle

PRINT NAME: Jon Hoyle

PRINT TITLE: President

DATE: 5/27/2026

PRICE PROPOSAL FORM

RFP No. 26-014**Disaster Debris Management & Consulting Services**

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position	Hourly Rate	Daily Rates	Weekly Rates
Project Manager	\$ 65.00	\$ 780.00	\$ 5,460.00
Supervising Monitor	\$ 47.00	\$ 564.00	\$ 3,948.00
Loading Site Monitor	\$ 36.00	\$ 432.00	\$ 3,024.00
TDSRS Site Monitor	\$ 36.00	\$ 432.00	\$ 3,024.00
Roving Monitor	\$ 36.00	\$ 432.00	\$ 3,024.00
GIS Specialist	\$ 50.00	\$ 600.00	\$ 4,200.00
[1] Administrative Support/Data Entry	\$ 0.00	\$ 0.00	\$ 0.00
Debris Management Consultant	\$ 75.00	\$ 900.00	\$ 6,300.00
	\$	\$	\$
Data Manager	\$ 55.00	\$ 660.00	\$ 4,620.00
	\$	\$	\$

	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description:

Thompson recommends an annual meeting with pre-event contract clients.

During this meeting, Thompson will review organizational charts/personnel rosters, GIS layers/files, and provide a 3-hour training session highlighting changes with FEMA/funding processes for County personnel.

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): Please see the following page.*

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

Thompson Consulting Services, LLC

2601 Maitland Center Parkway

Name of Firm

Address



Maitland, FL 32751

City, State, Zip Code

Oliver Yao, Vice President

(407) - 792-0018

Title

Phone

02/12/2026

info@thompsoncs.net

Date Signed

E-mail

Additional Pricing Notes

[1] Position not required due to the efficiencies of an Automated Debris Management System and therefore position will not be charged to the County.

*Thompson employs FEMA guidance as the standard for staffing its debris removal projects. Accordingly, Thompson provides a single collection monitor/ADMS for each contractor provided collection unit to observe the eligibility of debris being collected for removal (note: a collection unit such as a front end loader may service multiple hauling units). Each DMS will be staffed with a minimum of two (2) disposal monitors per tower with one (1) monitor able to observe loads from an elevated vantage point while the other monitor coordinates ground activities. Field Supervisors are provided at a 1:10 ratio according to monitor requirements. After operations conclude each evening, Thompson will perform QA/QC on all clock-in/clock-out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized by management on a nightly basis. Following each work week, individual monitor time sheets are distributed in the field for employee review. Any discrepancies in time are reviewed and corrected by management prior to payroll being issued.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(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 an agency, a Member of Congress, an officer or 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Consultant, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Proposer's Authorized Official

Oliver Yao, Vice President

Name of Title of Proposer's Authorized Official

02/12/2026

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, the Proposer (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

- (1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.
- (3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- (7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The

knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Proposer's Authorized Official

Oliver Yao, Vice President

Name and Title of Proposer's Authorized Official

02/12/2026

Date

Public Entity Crime Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your submittal documents. Non-inclusion of this document may necessitate rejection of your bid.

(CONTINUED)

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 to St. Lucie County, Florida.
2. This sworn statement is submitted by Thompson Consulting Services, LLC
(name of entity submitting sworn statement)
whose business address is 2601 Maitland Center Parkway, Maitland, FL 32751
and (if applicable) its Federal Employer Identification Number (FEIN) is
45-2015453.
3. My name is Oliver Yao and my relationship to the entity
named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction 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 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:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not 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)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into 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 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.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Signature 02/12/2026
Date

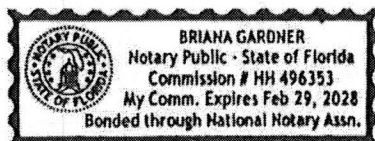
STATE OF FLORIDA, COUNTY OF ORANGE

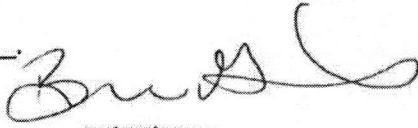
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Oliver Yao, Vice President

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

the 12 day of February, 2026.



NOTARY PUBLIC 
My Commission expires: 02/29/2028

Failure to complete and sign this form shall deem your response non-responsive

Non-Collusion Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

STATE OF FLORIDA

COUNTY OF ORANGE

Oliver Yao being first duly sworn, deposes and says that:

1. PROPOSER Oliver Yao is the Vice President / Officer for Thompson Consulting Services, LLC
 (Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

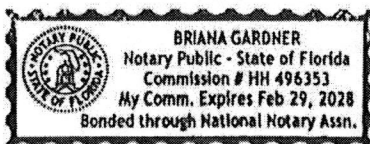
4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By [Signature]

Sworn to and subscribed before me on this 12 day of February, 2026

by Oliver Yao who ☒ is personally known to me or who ☐ has presented the following type of identification: personally known.



[Signature]
 Signature of Notary Public, State of Florida

Briana Gardner
 Notary seal (stamped in black ink)
 OR Printed, typed or stamped name of Notary and Commission Number

Failure to complete and sign this form shall deem your response non-responsive

Respondent's Certification
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

I have carefully examined the Request for Proposal.

I hereby propose furnishing the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Firm as its act and deed and that the vendor / contractor is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Sworn to and subscribed before me

By: [Signature]
 Signature

This 12 day of
February, 2026

Oliver Yao, Vice President
 Name & Title, Typed or Printed

[Signature]
 Signature of Notary

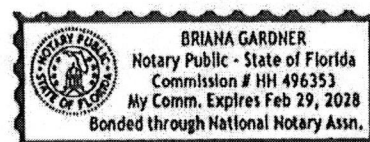
2601 Maitland Center Parkway
 Mailing Address
Maitland, FL 32751
 City, State, Zip Code

Notary Public, State of Florida
 Personally known
 -OR-

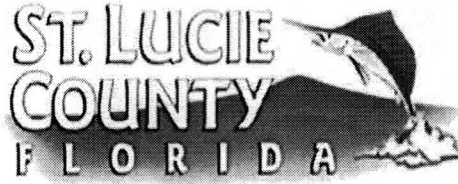
(407) 792-0018
 Telephone Number

Produced Identification personally known

Failure to complete and sign this form shall deem your response non-responsive



**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

RFP No. 26-014

Disaster Debris Monitoring Management & Consulting Services

January 27, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

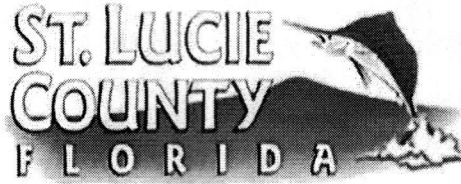
Please sign and include in RFP Submission.

Name of Firm: Thompson Consulting Services, LLC

Signature: Oliver Yao, Vice President

Date: 02/13/2026

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 2

RFP No. 26-014

Disaster Debris Monitoring Management & Consulting Services

February 10, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: Thompson Consulting Services, LLC

Signature: Oliver Yao, Vice President

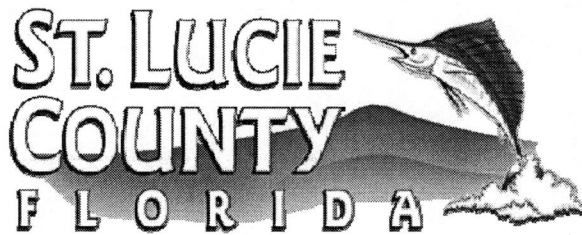
Date: 02/13/2026

RFP No. 26-014

Disaster Debris Monitoring Management and Consulting Services

Due Date: Wednesday, February 18, 2026

Due Time: 3:00 P.M.



St. Lucie County
Purchasing Department
2300 Virginia Avenue, Room 228
Ft. Pierce, FL 34982-5652
(772) 462-1700

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

Sealed Proposals will be received at the Purchasing Department, 2300 Virginia Avenue, Fort Pierce, FL 34982, until **3:00 P.M.** local time on **Wednesday, February 18, 2026**, for the following:

**RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services
Solid Waste**

RFP documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposals may be either mailed or hand delivered to the Purchasing Department, 2300 Virginia Avenue, 2nd Floor, Room 228, Fort Pierce, FL 34982. Any proposals received after the above stated time will be returned to the bidder unopened.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any bids/proposal in whole or in part with or without cause; and accept the bid/proposal which best serves the County.

For Bids, RFP's, Bid Results and other information visit the St. Lucie County Purchasing Web Site at: www.stlucieco.gov

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

CAUTION: *It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.*

Board of County Commissioners
St. Lucie County, Florida
By: Desiree Cimino, Purchasing Manager

Publish: Sunday, January 18, 2026

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GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible proposers to provide **"Disaster Debris Monitoring Management and Consulting Services"** for St. Lucie County.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a continuing contract with a termination clause with the proposer(s) who submits the proposal judged by the Board to be most advantageous to the County. The County anticipates awarding one (1) primary contract and up to three (3) additional contracts but reserves the right to award more if in its best interest. The County's debris removal contractor, or any of its affiliates, will be prohibited from submitting a bid in response to this RFP.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and a written agreement, or contract is approved by both the Board and the successful proposer(s).

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES/INTERPRETATIONS

The County will not respond to oral inquiries. Proposers may e-mail written inquiries for interpretation of this RFP to:

Desiree Cimino
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue, Fort Pierce, Florida 34982.
E-mail: desiree.cimino@stlucieco.gov

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the bid/proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County **will make every attempt to issue such** addenda at least 5 working days before the date fixed for receiving the proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. **Written addenda will be sent to all appropriate planholders.** No interpretation shall be considered binding unless provided in writing by St. Lucie County.

1-7 SITE VISITATIONS- N/A

1-8 TIMETABLES

The Board and the proposers shall adhere to the following schedule in all actions concerning this RFP.

1-8.1 From opening time, the Board and County staff will review and evaluate the proposals on a timely basis.

1-8.2 The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County may notify unsuccessful proposers at this time.

1-9 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify proposers of all changes in scheduled due dates by written addenda.

1-10 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex
2300 Virginia Avenue, Room 228
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope with **RFP No. 26-014 Disaster Debris Monitoring Management and Consulting Services**, next to the vendor name and address.

Proposers shall submit **8** proposals, **one marked original on the outside with an original signature inside, one electronic copy on USB/Flash drive** and 6 hard copies. All proposals shall be submitted in a sealed package marked as noted above. The proposer may submit the proposal in person, courier or by mail.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal.

Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the proposer.

1-11 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors, reject the proposal of any proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all proposals without cause.

1-12 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-13 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

Further, for contracts funded in whole or in part with Federal funding's, the regulation at 2 C.F.R. § 200.321 requires, where subcontracting is permitted, contractors to take the following affirmative steps:

- I. Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- II. Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- III. Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- IV. Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- V. Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The County requests minority and women business enterprises to submit evidence of such classification with their proposals.

1-14 ORAL PRESENTATION

At their discretion, the County may require any proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-15 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County as follows:

Worker's Compensation

\$500,000 by accident - each accident

\$500,000 by disease - each employee

\$500,000 by disease - policy limit

Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 per job aggregate

Commercial Auto Liability

Combined Single Limit, Bodily Injury/Property Damage

\$1,000,000

Professional Liability

\$1,000,000 aggregate

1-16 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

1-16.1 The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

1-16.2 The name and address of the lobbyist.

1-16.2 The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Additionally, Proposers shall submit the required certification as laid out in 31 U.S.C. § 1352 and provided as Tab F of this RFP. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1-17 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-18 PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

1-19 Suspension and Debarment Certification

Any contract entered into as a result of this RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Proposer is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (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).

The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification provided at Part III, Tab F is a material representation of fact relied upon by the County. If it is later determined that the Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Proposer 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. The Proposer must execute the required Suspension/Debarment Certification as identified in Part III, Tab F.

1-20 FEMA Requirements

All activities under this contract must comply with FEMA requirements, including those outlined in 2 CFR 200.

STATEMENT OF WORK

PART II

2-1 Acronyms / Abbreviations Used in This Statement of Work:

- 2-1.1** County: St. Lucie County
- 2-1.2** FEMA: Federal Emergency Management Agency
- 2-1.3** FHWA: Federal Highway Administration
- 2-1.4** OSHA: Occupational Safety and Health Administration
- 2-1.5** RFP: Request for Proposal
- 2-1.6** TDSRS: Temporary Debris Storage Reduction Sites

2-2 General:

- 2-2.1** Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare, and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing potential exposure to fire and hazardous materials. Debris refers to items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property. To mitigate the hazardous conditions, it is mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner
- 2-2.2** To assist in debris collection during disaster response, St. Lucie County seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional Proposer(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The initial term of the Contract shall be for three (3) years and may be extended for two (2) one (1) year terms at the same prices and conditions, by mutual agreement. The County reserves the right to award more contracts if in its best interest.
- 2-2.3** The County will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Proposer(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Proposer(s).
- 2-2.4** The response of the selected monitoring Proposer(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 County shall have the means to be reimbursed for all eligible disaster recovery

costs from appropriate Federal, State, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization.

2-2.5 Within forty-eight (48) hours of the Work Authorization, the Proposer(s) shall provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris loading sites and four (4) TDSRS. The Proposer(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Proposer(s) shall be required to increase its staffing from this point depending upon the severity of the debris-generating event. At a minimum, the Proposer(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

2-2.6 The Selected Proposer(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the County's Debris Manager.

2-2.7 The Proposer(s) is required to conduct all Debris Monitoring services in compliance with FEMA, FHWA, OSHA, the County, and any other funding agency rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200. Selected Proposer(s) shall work closely with the County's Debris Removal Contractor to ensure that all work is FEMA compliant and all documentation is properly obtained, including GPS coordinates and photos. Selected Proposer(s)' failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Selected Proposer(s) by the County.

2-2.8 The Proposer(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager or liaison officer in the area of operation shall have full authority to act on behalf of the Proposer(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the County's authorized representative shall be as binding as if given to the Proposer(s).

2-3 Monitoring Services

Monitoring services to be provided under the proposed contract shall include but not be limited to following.

2-3.1 The Proposer(s) shall provide assistance in reviewing and developing the County's Debris Management and Removal Plan specific to the emergency event.

2-3.2 The Proposer(s) shall provide training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with staff of Debris Collection Contractors and County, State, and Federal agencies.

- 2-3.3** The Proposer(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at TDSRS located or developed throughout St. Lucie County or the region if necessary, as approved by the County.
- 2-3.4** The Proposer(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the County.
- 2-3.5** The Proposer(s) shall provide assistance with hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:
- Recruiting, hiring, training, deploying, and supervising properly equipped monitors.
 - Establishing daily schedules for monitors.
 - Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service.
 - Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated County staff or as required by State, Federal, or other involved agencies.
 - Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking.
 - Coordinating with County personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal.
 - Establish a telephone claim reporting system with a local or toll-free number and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims.
 - Investigating and documenting damage or other claims.
 - Surveying the affected areas for special situations or emergent needs to include, but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations.
 - Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the County regarding the hazard, remedial action, and post-event status.
 - Recording on a map the streets where debris has been collected.
 - Performing other duties as directed by designated County personnel.
- 2-3.6** The Proposer(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated TDSRS prior to the opening of these sites.
- 2-3.7** The Proposer(s) shall assist the County in obtaining necessary local, State, and Federal permits for the designated TDSRS.

2-3.8 The Proposer(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated TDSRS, per event or as per the Work Authorization.

2-3.9 The Proposer(s) shall provide technical, clerical, and information technology consultation assistance to the County in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including FEMA of the Department of Homeland Security, the State of Florida, the FHWA, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; assisting with the preparation of replies to any and all agency requests, inquiries, or potential denials; and assisting in the preparation of potential decision appeals.

2-3.10 The Proposer(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the County for processing.

2-3.11 The Proposer(s) shall assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the Emergency Debris Management Plan and related process.

2-4 Personnel

The Debris Monitoring Team to be provided by the Proposer(s) shall include, but not be limited to, the following positions.

2-4.1 Project Manager / Liaison Officer: The primary functions of the Project Manager / Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Proposer(s) and to serve as liaison between the Debris Manager and the Proposer(s).

2-4.2 Supervising Monitors: The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones.
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors.
- Provide breaks to monitors.
- Coordinate research and make recommendations on damage claims to the Debris Manager.
- Maintain positive public relations in regard to individual complaints.
- Compile and complete necessary reports.
- Investigate and resolve complaints of residents within the limits of the contract.
- Coordinate daily with Debris Hauler.
- Coordinate daily operations of monitors.

- 2-4.3 Loading Site Monitors:** The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in St. Lucie County. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).
- 2-4.4 Management Site Monitors:** The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal. Management Site Monitors shall also verify that all trucks leaving the TDSRS have completely emptied all debris from the trucks.
- 2-4.5 Roving Monitors:** The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in St. Lucie County. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers). The use of Roving Monitors will be at the request of the County, if the County feels they are needed.
- 2-4.6 Debris Management Consultant**
- 2-4.6.1** The Proposer(s) shall provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. 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.
- 2-4.6.2** 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.
- 2-4.6.3** The Debris Manager will issue a task order to mobilize the Proposer to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manager shall establish the service requirements and length of time those services are needed based on needs of the County.

2-5 Employment Requirements

- 2-5.1** All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.
- 2-5.2** All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following: , solid waste site operations, construction inspector, land clearing operations, , solid waste collections, previous similar monitoring or inspection experience.
- 2-5.3** All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase or ladder of ten (10) feet high.
- 2-5.4** All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half (½) day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Proposer(s) and must be approved by the County.

2-6 Operational Requirements

- 2-6.1** General Operating Procedures: The County has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within St. Lucie County to designated TDSRS. Each load of eligible debris shall be tracked using a multi-page load ticket or electronically. The Debris Hauler or the Debris Management Center shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Proposer(s).
- 2-6.2** Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of one (1) Loading Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of loading sites in coordination with the debris removal contractor.
- 2-6.3** Within forty-eight (48) hours of the issuance of the Work Authorization, the Proposer(s) shall be prepared to provide qualified, on-site personnel to monitor debris receiving operations at up to four (4) TDSRS located throughout St. Lucie County. Additional sites may be added as debris removal efforts increase. The Proposer(s) must be prepared to provide a minimum of two (2) Debris Management Site Monitors per site per day at a minimum of a twelve to fourteen (12-14) hour shift, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination

with the debris removal contractor.

- 2-6.4** The Proposer(s) must be prepared to provide Roving Debris Monitors as necessary and needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12 – 14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractor and the Proposer(s).
- 2-6.5** The Proposer(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and the Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14 – 16) hours per day, seven (7) days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Proposer(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes: One (1) overall supervisor that coordinates with the Debris Manager on a daily basis, one (1) supervisor for each twenty-five (25) monitors and one (1) supervisor to coordinate office activities and supervise and manage damage investigation.
- 2-6.6** The Proposer(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and Automated Debris Management System (ADMS) necessary to initiate and to safely and accurately perform all of the County's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.
- 2-6.7** The Proposer(s) shall maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the County.
- 2-6.8** The Proposer(s) shall maintain and update a log of the tickets inventoried, issued and/or voided.
- 2-6.9** The Proposer(s) shall maintain and update tower logs of ticket information.
- 2-6.10** The Proposer(s) shall maintain and update map books issued by the County, marking work complete with date and daily log of activities.
- 2-6.11** The Proposer(s) shall maintain and update a log of ineligible debris piles.
- 2-6.12** Monitoring Sites: The Proposer(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a management site. The Proposer(s) must be prepared to provide a minimum of one Loading Site Monitors to be stationed at each "Control Point." As debris loads are

completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

2-7 Safety and Health Standards

- 2-7.1** Whenever on a loading site or a debris management site, all personnel of the Proposer(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold or rainy weather clothing, eye and hearing protection.
- 2-7.2** The Proposer(s) shall maintain a telephone contact list at each loading site and TDSRS of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.
- 2-7.3** The Proposer(s) shall ensure that personnel of the Proposer(s) adhere to all appropriate site safety requirements.

2-8 Other Considerations

- 2-8.1** The Proposer(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Proposer's personnel and equipment is the responsibility of the Proposer. Additionally, the Proposer shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.
- 2-8.2** The Proposer(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.
- 2-8.3** The Proposer(s) shall be responsible for determining what licenses, certifications, and permits shall be necessary to perform work under the proposed contract. Copies of all such licenses, certifications, and permits shall be submitted to the Debris Management Center before commencing work.
- 2-8.4** During the performance of this contract, the Proposer(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Proposer(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the County.
- 2-8.5** The Proposer(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Proposer(s). Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the County by any regulatory agency or by any third party as a result of

noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Proposer(s), its subcontractors, or any other persons, corporations or legal entities retained by the Proposer(s) under this contract.

- 2-8.6** The Proposer(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
- 2-8.7** The Proposer(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.
- 2-8.8** Proposer(s) will supply door hangers and tags for ineligible debris. The County must approve the format for both. Door hangers will be distributed at the discretion of the County for all ineligible debris piles. See Section 2-10.2 for payment information.
- 2-8.9** The Proposer(s) may be requested to develop a policies and procedures manual and training courses for monitors. The manual and training courses must be approved by the County.
- 2-8.10** Annually, the debris hauler will present a daylong course in disaster recovery, policies and procedures. The Proposer(s) shall attend and participate in this course.
- 2-8.11** It shall be the responsibility of the Proposer(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the County, state and federal policies within specified geographical areas. The Proposer(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if the Proposer certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or a significant amount of the debris on Street X has not been collected, the Proposer(s) shall be financially responsible for those costs incurred by the County to collect uncollected eligible debris on Street X that are not covered by or included within the County's disaster debris contracts.
- 2-8.12** The Proposer shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

2-9 Deliverables

- 2-9.1** At a minimum, the following deliverables (2.9.1.1 through 2.9.1.12) must be provided to the County at the completion of the Work Authorization. However, deliverables shall be in no way limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County.
 - 2-9.1.1** Original load tickets shall be boxed, bound by date and sorted by ticket number.

- 2-9.1.2** Ticket logs including all information from ticket.
- 2-9.1.3** Daily tower logs.
- 2-9.1.4** List of all personnel with signatures and initials.
- 2-9.1.12** Binder(s) with damage reports, completed repairs, and releases if applicable).
- 2-9.1.13** Binder(s) with issues and final resolution.
- 2-9.1.14** Map books boxed by pass with daily logs.
- 2-9.1.15** List of tickets issued to monitors, by monitor, and list of lost/voided tickets.
- 2-9.1.16** Each debris removal pass may, at the discretion of the County, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the County.
- 2-9.1.17** Each pile of ineligible debris will be tagged and a list compiled and submitted to the County. The County must approve format of the ineligible debris tag.
- 2-9.1.11** Daily Report -- The Proposer(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 A.M. to the Debris Manager. Each daily report shall contain the following minimum information.
 - Correctly and accurately completed load tickets, demonstrating type and amount of debris collected, consistent with all reporting documents;
 - The date and times of operation and pick-up and drop-off locations of all debris loading trucks, including truck ID number and capacity and names of truck drivers;
 - Reports, maps 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.
- 2-9.1.12** **Final** Report -- A final report will be prepared by the Consultant and submitted to the Debris Manager or designee within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report will include: a discussion of

disaster response requirements and results and recommendations for future disaster response.

2-9.2 All deliverables will be submitted both electronically in a PDF format and on paper.

2-10 Payment

2-10.1 The labor rates provided on the Price Proposal Form of all personnel to be provided by the Proposer(s) shall be at the Proposer's standard billing rate.

2-10.2 All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP. Invoices to be paid based on labor rates must be substantiated with the following (at a minimum):

- a list of personnel assignments, duties, and responsibilities,
- timesheets detailing the personnel performing the work and the date, time, number of hours, and location where the work is performed;
- verification of equipment time (especially as compared to labor time)
- additional documentation such as load tickets and daily reports, as needed.

2-10.3 No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors, and/or the Debris Management Consultant. Billable time shall be limited to hours when debris-hauling trucks are in operation. The Debris Manager shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

2-10.4 All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

2-10.5 No overtime rates will be paid by the County. The Proposer(s) must comply with all federal and state labor laws, including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

2-10.6 Payment Schedule - Invoices will be processed for payment only after approval by the Debris Manager. The Proposer(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Proposer(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

2-10.7 Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the County. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a countywide basis would be considered incidental. Furthermore, a test the County will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the County or Proposer. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in section 2.8 (other considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Proposers may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The County reserves the right to be the sole judge in determining if an expense is considered incidental to the execution of this contract.

2-11 Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the County, and all damage and issues relating to the hurricane recovery have been resolved, and any TDSRS have been restored to their original condition or at the sole discretion of the Debris Manager to meet the needs of the County.

INSTRUCTIONS FOR PREPARING PROPOSALS

PART III

3-1 **RULES FOR PROPOSALS**

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 **PROPOSAL FORMAT**

Proposers shall prepare their proposals using the following format:

3-2.1 **Letter of Transmittal: – Tab A**

This letter will summarize in a brief and concise manner, the proposer's qualifications. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed one page in length.

3-2.2 **Firm Qualifications: - Tab B**

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.
3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
4. Describe the firm's experience in filing and receiving Federal and State reimbursements.
5. List of current and future debris management contractual obligations with their current status and projected termination dates. Explain how you will manage these contracts and still meet the requirements of the County's Contract.
6. Explain history of FEMA reimbursements, including;
 - a. Closed, active, pending FEMA disputes, audits or lawsuits.
 - b. Explanation of unrecovered FEMA reimbursements.
7. Demonstrate that the Proposer has experience performing work as a primary consultant on Disaster Debris Monitoring projects exceeding one million dollars (\$1,000,000) per event.
8. Provide an organizational structure of firm; chain of command, organizational and procedural graphics.

9. Identify subcontractors and subconsultants by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each proposed firm.
10. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed, and whether it was as prime consultant or as subconsultant. Proposer should note whether it was part of a joint venture and, if so, whether your firm was prime or secondary consultant.
11. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
12. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.
13. Identify any issues or concerns of significance that may be appropriate.
14. Provide as a minimum four (4) references for related experience on the enclosed Reference Form. Contact information provided must be accurate and current.

3-2.3 Staff Experience: - Tab C

1. Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
2. Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.
3. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
4. Detail the ability and experience of the field staff in the performance of said services.
5. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.
6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.

7. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
8. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.

3-2.4 Project Approach and Understanding: Tab D

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
2. Describe the approach to completing the tasks specified in the Scope of Services and clearly describe all aspects of the proposed plan of action for the County.
3. Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.
4. Identify any modifications your firm would require to the enclosed sample agreement prior to execution.

3-2.5 Cost Proposal: Tab E

The proposal shall complete the Price Proposal Form included in this RFP document. Labor rates are to be quoted on a fully burdened basis, incorporating direct labor cost, indirect cost and profit.

3-2.6 Additional Data: Tab F

Completed Certification Regarding Lobbying
Completed Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Completed Public Entity Crime Affidavit
Completed Non-Collusion Affidavit
Completed Respondent's Certification

EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

- A. General: The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

POINT SYSTEM FOR SHORT LISTING AND FINAL SELECTION OF FIRMS

<i>Evaluation Criteria</i>	<i>Evaluation Points Maximum</i>
Firm qualifications (Section 3-2.2)	25
Staff and Availability (Section 3-2-3)	25
Project Approach & Understanding (Section 3-2-4)	25
Cost Proposal (Section 3-2.5)	25

PRICE PROPOSAL FORM

RFP No. 26-014**Disaster Debris Management & Consulting Services**

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7. Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position	Hourly Rate	Daily Rates	Weekly Rates
Project Manager	\$	\$	\$
Supervising Monitor	\$	\$	\$
Loading Site Monitor	\$	\$	\$
TDSRS Site Monitor	\$	\$	\$
Roving Monitor	\$	\$	\$
GIS Specialist	\$	\$	\$
Administrative Support/Data Entry	\$	\$	\$
Debris Management Consultant	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide. Item/Description: _____

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): _____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

The Board of County Commissioners reserves the right to waive any informalities or minor irregularities, reject any and all bids/Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for, accept or reject any bid/Proposals in whole or in part with or without cause, and accept the bid/RFP which best serves the County.

Name of Firm Address

Authorized Signature City, State, Zip Code

Title () -
Phone

Date Signed E-mail

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached
License #'s		Sunbiz Detail by Entity Name	Attached
Prior Firm Names		Years in Business	
Contact Name		Phone Number	
Title		Email	
Address			
List of Owners			

The following addenda are hereby acknowledged:

Addendum Number

Date

Reference Form (duplicate, as necessary)

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

Entity/Client			
Location		Event/year	
Client Contact Name		Phone Number	
E-mail			
Description of Services			

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

(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 an agency, a Member of Congress, an officer or 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name of Title of Proposer's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing and submitting this proposal, the Proposer (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.

- (1) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (2) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.
- (3) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (4) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (5) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- (7) Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The

knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (8) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (9) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (10) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Public Entity Crime Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently \$10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your submittal documents. Non-inclusion of this document may necessitate rejection of your bid.

(CONTINUED)

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 to St. Lucie County, Florida.
2. This sworn statement is submitted by _____
(name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction 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 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:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not 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)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into 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 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.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

Signature

Date

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on

the _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission expires: _____

Failure to complete and sign this form shall deem your response non-responsive

Non-Collusion Affidavit
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

1. PROPOSER _____ is _____ the

(Owner, Partner, Officer, Representative or Agent)

2. PROPOSER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Pricing or the Pricing of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By _____

Sworn to and subscribed before me on this _____ day of _____, 20____

by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR Printed, typed or stamped name of Notary
and Commission Number

Failure to complete and sign this form shall deem your response non-responsive

Respondent's Certification
RFP No. 26-014
Disaster Debris Monitoring Management and Consulting Services

I have carefully examined the Request for Proposal.

I hereby propose furnishing the services specified in the Request for Proposal. I agree that my Proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the Proposals and determine a ranking of the most qualified firms.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Firm as its act and deed and that the vendor / contractor is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of St. Lucie County Government or of any other Proposer interested in said Proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business _____

Sworn to and subscribed before me

By: _____
Signature

This _____ day of
_____, 20____

Name & Title, Typed or Printed

Signature of Notary

Mailing Address

Notary Public, State of _____
Personally known

City, State, Zip Code

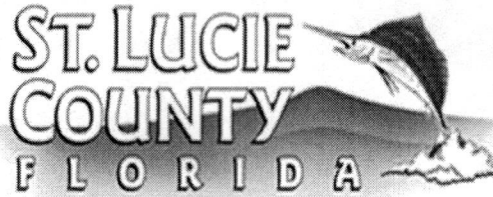
-OR-

Produced Identification _____

(_____) _____
Telephone Number

Failure to complete and sign this form shall deem your response non-responsive

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 1

RFP No. 26-014

Disaster Debris Monitoring Management & Consulting Services

January 27, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: _____

Signature: _____

Date: _____

Questions received 1/20/26

Q1: Who is the incumbent, and how long has the incumbent been providing the requested services?

A1: Tetra Tech, Inc., Thompson Consulting Services & True North Emergency Management, LLC

Q2: To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

A2: Location is not an evaluation factor.

Q3: How are fees currently being billed by any incumbent(s), by category, and at what rates?

A3: Hourly, daily and weekly rates.

Q4: What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?

A4: \$953,431.64 was paid out in 2025, due to Hurricane Milton and tornadoes.

Q5: What is the total size or geographic scope of the service area?

A5: Unincorporated St. Lucie County is approximately 418 square acres.

Q6: What is the total mileage of roads within the scope of the service area?

A6: Approximately 540 miles of roadway.

Q7: Are any specific professional credentials required to qualify for the contract?

A7: All requirements are listed in the RFP document.

Q8: Will the resulting contract include a guaranteed minimum payment to the vendor?

A8: No.

Q9: Are there any superseding prior agreements that may impact this contract?

A9: No.

Q10: When/what was the most recent event that precipitated the activation of the existing or previous contract?

A10: Hurricane Milton and tornadoes caused by the hurricane.

Q11: Approximately how many cubic yards of debris were collected from the most recent event?

A11: 172,192 cubic yards

Q12: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

A12: See answer to question 4.

Q13: How many times have the incumbent's services been utilized in the previous five years?

A13: One.

Q14: If there was a previous solicitation for these services, what was its title, number, release date, and due date?

A14: RFP No. 20-037, release date was 3/1/2020; due date was 4/1/2020.

Q15: Why has this bid been released at this time?

A15: Contracts are expiring.

Q16: When is the anticipated contract start date?

A16: TBD

Q17: When is the anticipated award date?

A17: TBD

Q18: Can you please provide greater details regarding your bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply during the term of the contract?

A18: No bonds are required for this RFP.

Q19: Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

A19: Pricing page is included in the RFP; proposers are expected to use the price page included in the RFP.

Q20: Is there a firm currently providing these same services to the County?

A20: Yes.

Q21: If so, who is the incumbent?

A21: Please see answer to question #1.

Q22: If there is an incumbent providing these services are they eligible to respond to the current RFP?

A22: Yes

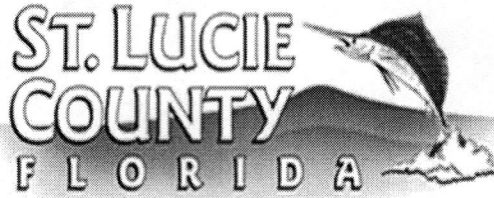
Q23: Were the services provided by the incumbent satisfactory?

A23: Yes

Q24: How many times has the County activated the contract within the last 5 years?

A24: One

**BOARD OF COUNTY
COMMISSIONERS**



**PURCHASING
DEPARTMENT**

ADDENDUM No. 2

RFP No. 26-014

Disaster Debris Monitoring Management & Consulting Services

February 10, 2026

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

ATTACHMENT:

Questions/Answers

Please sign and include in RFP Submission.

Name of Firm: _____

Signature: _____

Date: _____

Q1: Page 20, Section 2-10.1 states that all labor rates must be fully burdened to include all costs, including per diem, housing, and mileage. However, Page 26 (Price Proposal Form) indicates that travel-related expenses such as meals and lodging are reimbursable at cost with prior written approval, in accordance with Section 2-10.7. Can the County please confirm if the contractor will be able to invoice with prior written approval for reimbursement of all eligible travel and other direct costs (without mark-up) in accordance with FEMA regulations?

A1: All labor rates must be fully burdened to include all costs, including per diem, housing, and mileage as stated under section 2-10.1. Page 26 will be amended as follows.

Proposer must submit the following prices for the work described in this solicitation. Labor rates should be inclusive of all per diem, housing, milage, small equipment, tools, supplies, and materials necessary for the employee to perform the tasks assigned, including those for communications, personal protective equipment, etc. Labor rates include all costs associated with the use, care, and data management of any approved automated debris management system. ~~Any other out of pocket expenses, such as travel related expenses, meal allowances, or hotel rooms shall be reimbursed at cost and must be pre-approved in writing by the County per RFP Section 2-10.7.~~ Respondent may alter the categories listed below or propose a different form of contract (e.g., unit rates) as an alternative. Rates for large equipment (i.e., equipment powered by fuel) may be separately listed. All equipment rates should be inclusive of costs associated with ownership and operation of equipment (including overhead, maintenance, lubrication, fuel, etc.), with the exception of operator labor. The County will pay only for time that equipment is actually in use and will not pay for stand by time. The County reserves the right to select the proposal that it deems most advantageous to the County, in its sole discretion, based on the evaluation factors as described in this RFP.

Q2: Regarding Section 2-3.6, can the County clarify whether it is the intent that the debris monitoring firm perform the baseline environmental testing directly, or whether the monitoring firm's responsibility is limited to receiving, reviewing, and documenting baseline environmental data collected by the debris removal contractor?

A2: The monitoring firm's responsibility is limited to receiving, reviewing, and documenting baseline environmental data collected by the debris removal contractor?

Q3: The RFP indicates that the Cost Proposal will account for 25 points of the total evaluation score. Can the County please clarify how pricing will be evaluated and scored, including whether points will be allocated based on a comparative analysis of proposed labor rates, use of an average or weighted pricing model, or another pricing evaluation methodology?

A3: Scoring will be based solely on price, which will be assigned the full 25 points. (lowest price proposal = 25-points.

Q4: Section 2-5.2 outlines minimum qualification requirements for debris monitoring personnel. In reference to the debris monitor qualifications presented in the RFP, the FEMA Public Assistance

Debris Monitoring Guide notes that professional engineers or individuals with similar advanced technical qualifications are not required to perform debris monitoring duties. As currently written, the requirements may also limit opportunities for local hiring. Can the County please confirm that advanced education or specialized technical credentials are not required for debris monitor positions under this contract?

A4: Section 2-5.2 Advanced education or specialized technical credentials are not required for debris monitor positions under this contract; however, debris monitor supervisors must have experience in at least one of the following: solid waste site operations, construction inspector, land clearing operations, solid waste collections, previous similar monitoring or inspection experience.

Q5: Section 2-10.4 requires that all load tickets, forms, reports, and other deliverables be accurate upon initial submittal and indicates that time spent correcting deliverables is non-billable. This requirement will like to cause a significant delay in the invoicing process and subsequently the Project Worksheet (PW) submittals. Is it the County's intent that Project Worksheet (PW) submittals and associated invoicing be delayed until all deliverables have undergone County review and are deemed final and complete?

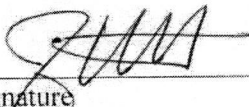
A5: All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Proposer(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, Jon Hoyle (name), an officer or authorized representative for Thompson Consulting Services, LLC (business name), a nongovernmental entity, declare that Thompson Consulting Services, LLC (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.



Signature
Jon Hoyle, President

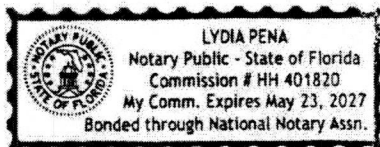
Print Name and Title

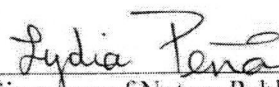
Date June 1, 2026

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this June 1, 2026 by Jon Hoyle, who is ☒ personally known to me or ☐ has produced _____ as identification.



 Lydia Pena

Signature of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2026

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 760 Howard Avenue, 2nd Floor P. O. Box 250 Biloxi MS 39530		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 800-277-0856 E-MAIL: Patty_Savage@ajg.com ADDRESS: Patty_Savage@ajg.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1151945028 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		VRS0008639	2/1/2026	2/1/2027	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Contractors Pollution Liability		VRS0008639	2/1/2026	2/1/2027	Per Claim/Agg \$5 mil/\$10 mil Per Claim/Agg \$5 mil/\$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: St. Lucie County RFP #26-014; Disaster Debris Monitoring Management and Consulting Services; The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the General Liability for any and all liability arising out of the Consultant's performance of this agreement as required by written contract. Insurance shall be primary and non-contributory when required by written contract. A 30 day notice of cancellation will be given when required by written contract. Separation of insureds is also provided.

CERTIFICATE HOLDER**CANCELLATION**

St. Lucie County BOCC
2300 Virginia Avenue
Fort Pierce FL 34982

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
Arthur J. Gallagher Risk Management Services, LLC



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2026

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Kirsten Crosby	
	PHONE (A/C, No, Ext): (334) 386-3968	FAX (A/C, No):
	E-MAIL ADDRESS: kcrosby@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							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:						\$
A	AUTOMOBILE LIABILITY			BAP 3534779-04	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3534777-04	2/1/2026	2/1/2027	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Auto			BAP 3534779-04	2/1/2026	2/1/2027	Various deductibles

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

RFP No. 26-014

Disaster Debris Monitoring Management and Consulting Services

CERTIFICATE HOLDER

CANCELLATION

St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

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

CONTRACT PROVISIONS FOR FEMA PUBLIC ASSISTANCE

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

Contractor acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Contractor acknowledges that all subcontracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be affected and the basis for settlement.

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

EXHIBIT II
FEMA PUBLIC ASSISTANCE CONTRACT PROVISIONS

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers 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.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his 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.

(7) 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 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 will take such action with respect to any subcontract or purchase order as the administering agency may 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 sub-contractor 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.

The applicant further agrees that it will be bound by the above equal opportunity

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clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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.

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

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(i)

Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONTRACTOR and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

Frequently recurring classifications.

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(A)

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1)

The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2)

The classification is used in the area by the construction industry; and

(3)

The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B)

The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii)

Conformance.

(A)

The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1)

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2)

The classification is used in the area by the construction industry; and

(3)

The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage

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rates contained in the wage determination.

(B)

The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C)

If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)

In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E)

The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv)

Fringe benefits not expressed as an hourly rate. Whenever the

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minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v)

Unfunded plans. If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi)

Interest. In the event of a failure to pay all or part of the wages required by the contract, the CONTRACTOR will be required to pay interest on any underpayment of wages.

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or

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development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its procurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

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(B)

Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C)

Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONTRACTOR must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D)

Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii)

Certified payroll requirements —

(A)

Frequency and method of submission. The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires

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a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime CONTRACTOR to require a sub-CONTRACTOR to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONTRACTOR for its own records, without weekly submission by the sub-contractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1)

That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

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(2)

That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3)

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D)

Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E)

Signature. The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F)

Falsification. The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G)

Length of certified payroll retention. The CONTRACTOR or sub-contractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii)

Contracts, subcontracts, and related documents. The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv)

Required disclosures and access —

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(A)

Required record disclosures and access to workers. The CONTRACTOR or sub-contractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B)

Sanctions for non-compliance with records and worker access requirements. If the CONTRACTOR or sub-contractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONTRACTOR or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONTRACTOR or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C)

Required information disclosures. CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Treasury if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONTRACTOR, sub-contractor, or both, must, upon request, provide the full Social Security number and last known address,

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telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to

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paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONTRACTOR is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONTRACTOR's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

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(7)

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a sub-contractor as provided in 29 CFR 5.12.

(8)

Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9)

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)

Certification of eligibility.

(i)

By entering into this contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii)

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii)

The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i)

Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii)

Filing any complaint, initiating or causing to be initiated any

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proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii)

Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv)

Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

3. Contract Work Hours and Safety Standards Act (CWHSSA): CONTRACTOR
hereby agrees to abide by the following:

(1)

Overtime requirements. No CONTRACTOR or sub-contractor 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 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty 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 (b)(1) of this section the CONTRACTOR and any sub-contractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONTRACTOR and sub-contractor 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3)

Withholding for unpaid wages and liquidated damages —

(i)

Withholding process. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the

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CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, 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 that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONTRACTOR's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its procurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONTRACTOR, or a CONTRACTOR's bankruptcy estate;

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR is

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responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i)

Notifying any CONTRACTOR of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii)

Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii)

Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv)

Informing any other person about their rights under CWHSSA or this part.

4. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act

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. The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.

The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

Federal Water Pollution Control Act

The CONTRACTOR agrees to comply with all applicable standards, orders, or

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regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.

The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (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). The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
7. **Procurement of Recovered Materials:** 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-

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- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Prohibition on Contracting for Covered Telecommunications Equipment or Services: CONTRACTOR agrees to adhere to the following:

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or

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services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- 1) This clause does not prohibit Contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- 1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any

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system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- 2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

9. Domestic Preferences for Procurements:

Domestic Preference for Procurements:

The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

10. Build America, Buy America Act (BABAA) (if applicable):

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Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to U.S. Treasury.

11. Affirmative Socioeconomic Steps (if applicable to this Contract):

When possible, CONTRACTOR should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See *U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury 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.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Treasury Administrator or the Comptroller General of the United States.

13. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

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This is an acknowledgement that US TREASURY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, US TREASURY policies, procedures, and directives.

14. 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 recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

16. 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.

17. Copyright Materials (if applicable):

License and Delivery of Works Subject to Copyright

The CONTRACTOR grants to the City of Fort Pierce, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the City of Fort Pierce or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the City of Fort Pierce data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Fort Pierce.

18. Build America, Buy America Act (BABAA) (Architectural and/or Engineering Contracts):

Build America, Buy America Act Preference.

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Contractors and sub-contractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or Engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.”

19. **Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
20. **DHS Seal, Logo, and Flags:** CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Treasury, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

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- This form is required only for purchases of more than \$100,000 -
CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 an agency, a Member of Congress, an officer or 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 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 Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of CONTRACTOR
Authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)

**CONTRACTOR SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies for any projects related to **Emergency Debris Removal Services** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor Authorized Official

Name and Title of Contractor Authorized Official

Date



**CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION
FOR LABOR OR SERVICES**

Vendor name: Thompson Consulting Services, LLC

Authorized Representative's Name and Title: Daniel Gardner, Vice President

Address: 2601 Maitland Center Parkway

City: Maitland State: Florida Zip Code: 32751

Phone Number: 407-792-0018 Email Address: dgardner@thompsoncs.net

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By:  Daniel Gardner, Vice President 9/18/2026
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF ORANGE

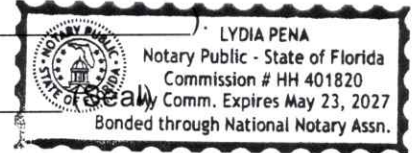
Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 18th day of September, 2026 by Daniel Gardner, who is

☒ personally known or

☐ produced identification (ID produced: _____)

Notary Public Signature: Lydia Pena



Print Name: Lydia Pena My Commission Expires: May 23, 2027