

DISASTER DEBRIS MONITORING SERVICES AGREEMENT (TERTIARY)

THIS DISASTER DEBRIS MONITORING SERVICES AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Thompson Consulting Services, LLC (the “Contractor”), a Delaware Limited Liability Company, whose principal address is 2601 Maitland Center Pkwy, Maitland, FL 32751, and whose Federal Employer Identification Number is 45-2015453.

WHEREAS, the Contractor has considerable expertise in disaster debris monitoring services; and

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris monitoring services; and

WHEREAS, the County has solicited for these Contractor services via an advertised request for proposals (“RFP 26-012”) and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris monitoring services; and

WHEREAS, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

2.0 Contractor Services

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County’s Request for Proposals RFP #26-012 to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 26-012 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional-Notice-to-Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s) liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than \$500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a primary vendor and may engage a secondary vendor to provide the Services described in RFP 26-012 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those in each job classification. The County is not obligated to pay the Contractor

a fee for any work performed or Services provided by personnel whose job classifications are not listed on the Compensation Schedule. The hourly rates for labor may be increased by the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director but in no event shall the hourly labor rates exceed those approved by the Federal Emergency Management Agency (“FEMA”) for any given year. No Board action will be necessary for labor rate increases

3.1.2 All the Contractor’s invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor’s final/last billing for the Services rendered to the County. The Contractor’s submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County’s payment of the Final Invoice shall not constitute evidence of the County’s acceptance of the Contractor’s performance of the Service or the County’s acceptance of any work.

3.1.6 All Contractor’s invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor’s satisfaction.

3.1.7 The Contractor’s project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.1.8 The Contractor’s requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County’s

Reimbursable Schedule that is attached as **Exhibit “C”** and made a part of this Agreement. The Contractor’s requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County’s Auditor. To qualify for reimbursement, the Contractor’s documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

4.0 Contractor's Responsibilities

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County’s review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor’s performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor’s negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor’s performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County’s convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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

8.0 Assignment

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

11.0 Insurance Requirements

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: \$1,000,000 including pollution due to automobile operations.

Employer's Liability. \$1,000,000.

12.0 Public Entity Crimes

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

13.0 Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records 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 systems of the County.

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMCO@POLKFL.GOV**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Roads & Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880

For Contractor: Thompson Consulting Services, LLC
2601 Maitland Center Pkwy
Maitland, FL 32751

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Contractor Representations

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now 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.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

26.0 Default and Remedy

- A. Process. If the Contractor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA Public Assistance funding caused, directly or indirectly, by the Contractor's default. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Contractor shall notify the County if any of the Contractor’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Contractor shall remove without consequence to the County any of the Vendor’s contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform

the Services. The County shall have the right to reject the Contractor’s proposed changes in Key Personnel. The following individuals shall be considered “Key Personnel:”

Name: Jon Hoyle

Name: Simon Carlyle

Name: Oliver Yao

Name: Edward LeBlanc

Name: Daniel Gardner

Name: Nicole Lehman

Name: Patrick Gardner

Name: Jonathan Clark

Name: Paul Lehman

Name: Tomas Ortiz

Name: Erik Nobs

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-012, attached as **Exhibit A**, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

35. Breach During Emergency Recovery Period.

Pursuant to §252.505, Fla. Stat., in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of \$5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term “Emergency Recovery Period” means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed., D, Chair
Board of County Commissioners

Date Signed By Chair _____

Reviewed as to form and legal sufficiency:

Wade Mack 06/11/2026
County Attorney's Office Date

ATTEST:

Thompson Consulting Services, LLC
a Delaware limited liability company

By: Lydia Pena
Lydia Pena
PRINT NAME

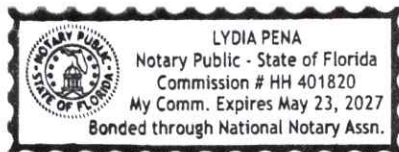
By: [Signature]
Jon Hoyle
PRINT NAME

Accounting Coordinator
TITLE

President
TITLE

Date: 6/3/2026

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

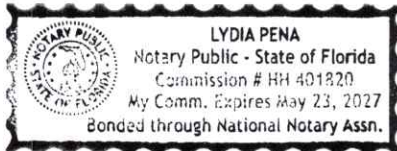
STATE OF FLORIDA County OF ORANGE

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this 6/3/2026 (Date) by Jon Hoyle (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company.

He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 6/3/2026 (Date).

Lydia Pena (Official Notary Signature and Notary Seal)
Lydia Pena (Name of Notary typed, printed or stamped)

Commission Number HH 401820 Commission Expiration Date May 23, 2027



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Thompson Consulting Services, LLC

Signature: *[Handwritten Signature]*

Title: President

Date: 6/3/2026

State of: FLORIDA

County of: ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of June, 2026 by

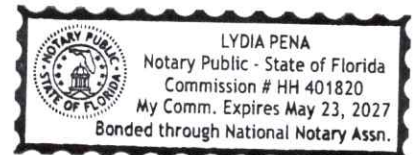
Jon Hoyle (name) as President (title of officer) of Thompson Consulting Services, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Lydia Pena*

Printed Name of Notary Public: Lydia Pena

Notary Commission Number and Expiration: May 23, 2027

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-012

The undersigned, as an authorized officer of the contractor identified below (the “Contractor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 3rd day of June, 2026

ATTEST:

CONTRACTOR:

By: Lydia Pena

By: [Signature]

Printed Name: Lydia Pena Printed Name: Jon Hoyle

Its: Accounting Coordinator

Its: President

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jon Hoyle, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Thompson Consulting Services, LLC
NONGOVERNMENTAL ENTITY


SIGNATURE

Jon Hoyle
PRINT NAME

President
TITLE

6/3/2026
DATE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number M11000002276
FEI/EIN Number 45-2015453
Date Filed 05/05/2011
State DE
Status ACTIVE
Last Event DROPPING DBA
Event Date Filed 01/20/2012
Event Effective Date NONE

Principal Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Mailing Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Registered Agent Name & Address

VCORP SERVICES, LLC
1200 S PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 01/20/2022

Authorized Person(s) Detail

Name & Address

Title Manager

COUNSELL, NATHANIEL
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

HOYLE, JON
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

MANNING, MICHAEL
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BAKER, JOHN, III
 2970 COTTAGE HILL ROAD
 Suite 190
 MOBILE, AL 36606

Title Manager

BROWN, CHAD
 2970 Cottage Hill Road
 Suite 190
 Mobile, AL 36606

Annual Reports

Report Year	Filed Date
2024	05/01/2024
2025	04/29/2025
2026	04/27/2026

Document Images

04/27/2026 -- ANNUAL REPORT	View image in PDF format
04/29/2025 -- ANNUAL REPORT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
04/19/2023 -- ANNUAL REPORT	View image in PDF format
03/04/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
04/22/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris monitoring services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 26-012, Disaster Debris Monitoring Services

Description: Provide disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 31, 2025

Bid Opening: Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-012, Disaster Debris Monitoring Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	26-012
RFP Title	Disaster Debris Monitoring Services
Due Date/Time:	December 31, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-012 Tab 1"

"RFP 26-012 Tab 2"

"RFP 26-012 Tab 3"

"RFP 26-012 Tab 4"

"RFP 26-012 Tab 5"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 26-012
Disaster Debris Monitoring Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services in monitoring debris removal services in accordance with the Polk County Debris Management Plan.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contacted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contract the secondary vendor. If the secondary vendor is not available or fails to respond within 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A must be signed and included with your submittal. Please refer to submittal criteria for further detail.

SCOPE OF SERVICES

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments

at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its emergency response and recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The Consultant will be responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Certification of the volumetric measurement (cy) either prior to or during and event of each truck that is added into service; this shall be the physical measurement of the truck bed.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments as well as a 2 week future schedule of where trucks will be.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a computer tracking system of the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The

Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)\liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of \$1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations, and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of

debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with debris removal services for similar scope of work services in the past five (5) years. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the prime. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. For each project identified please include (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact's phone number and email address
 - Cost of the services
 - Start and end date of project.
 - Name of disaster and location of the project
 - Brief description of the services provided
 - A brief description of the project and what role your firm played in the project.
 - Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
 - Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.

- Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

Tab 3, Resources and Availability (40 points)

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the contractor's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - (1) Types of projects.
 - (2) Size of projects (dollar value of project).
 - (3) What were their specific project involvements?
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub-contractors or joint ventures to be used, if any. For each sub-contractor or joint venture identified please provide:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform

Tab 4, Compensation Schedule (10 Points)

- The Respondent shall complete the compensation schedule included as Attachment B. The Consultant is to include all costs that the Consultant may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.
- The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

- Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation (Tab 4)- 10 points
 - Surveys of Past Performance (Tab 5)-10 points
- Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)-40 points
 - Approach and Methodology (Tab 3)-40 points
- Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively

and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed \$25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida

Yes

Employer's Liability	\$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. \$1,000,000 including pollution due to automobile operations.

INDEMNIFICATION

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the 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.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY’S FEES AND COSTS: Each party shall be responsible for its own legal and attorney’s fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney’s fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County’s obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County’s Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, 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 this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records 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 systems of the County.

(c) 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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

SUPPLEMENTAL CONDITIONS

Breach During Emergency Recovery Period. Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of \$5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term "Emergency Recovery Period" means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction bids)

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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order 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 as 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor 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 subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "A")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), 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 Contractor 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.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor 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 Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 or purchase order 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.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). 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.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using 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.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply with all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

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 Purchase Order.

Default and Remedy

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Monitoring Services for Hillsborough County Hurricane Milton), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services**

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Removal Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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 contractor 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.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor 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 Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT “B”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Contractor) 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 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, 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 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official _____

Name and Title of Contractor’s Authorized Official _____

Date _____

Draft Agreement
Disaster Debris Monitoring Services

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and _____ (the "Consultant"), a _____ corporation, at _____, and whose Federal Employer Identification Number is _____.

WHEREAS, the Consultant has considerable expertise in debris removal monitoring services; and

WHEREAS, the County desires to employ the Consultant to provide disaster debris removal monitoring services; and

WHEREAS, the County has solicited for these consultant services via an advertised request for proposal ("RFP 26-012") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the disaster debris monitoring services; and

WHEREAS, the Consultant is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 Consultant shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Consultant prior to the Consultant's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Notice-to-Proceed shall be substantially in the form provided on Exhibit "E" which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Consultant prior to issuing a Notice to Proceed for a disaster or emergency event. The Consultant will provide the name(s) of the supervisor(s) liaison officer who will be primarily responsible for the Consultant providing the required Services. Additionally, before the Notice-To-Proceed is issued the Consultant will deliver to the County a performance bond in the form provided on Exhibit "D" which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than \$500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 The Consultant acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 20-299 should the County determine in its sole and absolute discretion that the Consultant may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Consultant a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement (the "Compensation Schedule"). The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Consultant for Services performed. The County is not obligated to pay the Consultant a fee for any work performed or Services provided not listed

on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the rates set forth in the Compensation Schedule.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division
3000 Sheffield Road
Winter Have, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 The Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other

documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and

agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: \$1,000,000 including pollution due to automobile operations.

Employer's Liability. \$1,000,000.

12.0 **Public Entity Crimes**

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor

of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records 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 systems of the County.

(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Roads & Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

For Consultant: _____

Attention: _____

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a _____ corporation that is duly organized and existing in good standing under the laws of the State of _____ with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now 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.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of

the Consultant’s contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant’s proposed changes in Key Personnel. The following individuals shall be considered “Key Personnel:”

Name: _____

Name: _____

Name: _____

Name: _____

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ATTEST:

a _____ corporation

By: _____

By: _____

PRINT NAME

PRINT NAME

TITLE

TITLE

Date: _____

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company.

He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation.

He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____

(Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ a partnership.

He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

Signature

Printed Name

Title

Company Name

Phone Number

Address

City, State, Zip

ATTACHMENT “B” COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Rate
Principal-in-Charge	
Project Manager	
Deputy Project Manager	
Operations Manager	
FEMA Coordinator	
Field Supervisor	
Scheduling/Routing Managers	
GIS Operator	
Disposal Site Monitor	
Collection Monitor	
Citizen Drop-off Site Monitor	
Billing/Invoicing/Data Manager	
Load Ticket Data Entry Clerk	
Project Coordinator	
Principal Public Assistance Advisor	
Senior Public Assistance Manager	
Public Assistance Analyst	

In accordance with 2 CFR 200.318, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

****Hourly rates cannot exceed FEMA approved rates**



FEMA

DISASTER ASSISTANCE POLICY

I. TITLE: **Hazardous Stump Extraction and Removal Eligibility**

II. DATE: **MAY 15 2007**

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in



FEMA

DISASTER ASSISTANCE POLICY

DAP9523.11

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal))

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

Attachment "E"

Date:

Company Name:

Address:

Project Manager:

RE: Conditional Notice to Proceed for Disaster Debris Monitoring Services

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of \$1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, title, and date)

I acknowledge receipt of this Notice on: _____ (date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____

December 2, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3**

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

January 30, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #4**

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature _____

Printed Name: _____

Title: _____

Company: _____

RFP 26-012, Disaster Debris Monitoring Services

Addendum # 4

Question 1: If this is a term contract subject to renewal, what is the maximum number of option periods?

Answer 1: The term is 5 years from the effective date of the agreement.

Question 2: Has the current contract gone full term?

Answer 2: The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

Question 3: Have all options to extend the current contract been exercised?

Answer 3: Yes.

Question 4: Who is the incumbent, and how long has the incumbent been providing the requested services?

Answer 4: The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

Question 5: What is the maximum number of hours post-event before work must commence?

Answer 5: Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

Question 6: Are any specific professional credentials required to qualify for the contract?

Answer 6: The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

Question 7: Will the resulting contract include a guaranteed minimum payment to the vendor?

Answer 7: Yes.

Question 8: Are there any superseding prior agreements that may impact this contract?

Answer 8: No.

Question 9: When/what was the most recent event that precipitated the activation of the existing or previous contract?

Answer 9: Hurricane Milton 2024

RFP 26-012, Disaster Debris Monitoring Services

Addendum # 4

Question 10: Approximately how many cubic yards of debris were collected from the most recent event?

Answer 10: 1 million (Vegetative & C&D)

Question 11: What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

Answer 11: Estimated 5.5 Million

Question 12: How many times have the incumbent's services been utilized in the previous five years?

Answer 12: The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.

Question 13: If there was a previous solicitation for these services, what was its title, number, release date, and due date?

Answer 13: RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.

Question 14: When is the anticipated contract start date?

Answer 14: The agreement is anticipated to be executed in April or May 2026.

Question 15: Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

Answer 15: No expectations are applicable with FEMA Funds.

Question 16: 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?

Answer 16: No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.

Question 17: Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?

Answer 17: Polk County was satisfied with the current vendor.

RFP 26-012, Disaster Debris Monitoring Services

Addendum # 4

Question 18: Is there a preferred Proposal delivery method, electronic or sealed parcel?

Answer 18: Electronic

Question 19: Can the County confirm forms to be returned are:

RFP Registration

Proposers Incorporation Information

Drug Free Workplace

Performance Survey Questionnaires

Affidavit Certification Immigration Laws

Employment Eligibility Verification (E-Verify) Certification

Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Attachment A (Cooperative agreement for Polk County public agencies)

Attachment B: Compensation Schedule

Answer 19: Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.

Question 20: Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?

Answer 20: Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.

Question 21: Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?

Answer 21: Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

RFP 26-012, Disaster Debris Monitoring Services

Addendum # 4

Question 22: Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?

Answer 22: Not at this time

Question 23: The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?

Answer 23: One page, single- or double-sided, means a single physical sheet.

Question 24: On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?

Answer 24: See Revision 1 below.

Question 25: Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?

Answer 25: AshBritt

Question 26: If there is an incumbent providing these services, are they eligible to respond to the current RFP?

Answer 26: Yes.

Question 27: Were the services provided by the incumbent and how would you rate them?

Answer 27: Yes, incumbent was satisfactory.

Question 28: How many times has Polk County activated the contract within the last 5 years?

Answer 28: 2

Answer 29: Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?

Answer 29: Tetra Tech

RFP 26-012, Disaster Debris Monitoring Services

Addendum # 4

Question 30: Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

Answer 30: Event Performance Bond is required, language will be changed to “Debris Monitoring.”

Revision 1

RFP Package, Elevation Level 2, page 15:

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF

THE STATE OF FLORIDA

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of “RFP 26-012, Addendum 6 - Revised Attachment B,” please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “RFP 26-012, RFP Attachments”, select “Open” or “Save As” to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

**RFP 26-012, Disaster Debris Monitoring Services
Addendum # 6**

Question 1: Are proposers permitted to input zero-dollar (\$0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

Answer 1: No, Proposers may not list \$0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for “**RFP 26-012, Addendum 6 - Revised Attachment B**”, some labor categories have been removed.

Question 2: Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

Answer 2: Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

Question 3: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

Answer 3: See answer for Question 2 above.

Revision

RFP Package, Tab 4 – page 13-14

Tab 4, Compensation Schedule (10 Points)

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

TAB 1 Introduction

February 18, 2026

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830
Submitted electronically to: <https://polk-county.kiteworks.com>

Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751
O: 407-792-0018 | F: 407-878-7858

RE: REQUEST FOR PROPOSAL NO. 26-012 – DISASTER DEBRIS MONITORING SERVICES

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide Polk County, Florida (County) with professional disaster debris monitoring services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over **75** years of combined experience in supporting local and state agencies in response to hurricanes, tornados, floods, ice storms, wildfires, earthquakes, rockslides, oil spills and other natural disasters. Our approach to providing disaster response, assessment, and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the County for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than **\$5.5** billion of debris removal funding on behalf of more than **400** local and state government agencies. Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States, many resulting in large-scale, multi-program debris removal monitoring operations. This experience means the County can rest assured that its disaster reimbursement is in the hands of the industry's most qualified professionals.

COUNTY & FLORIDA EXPERIENCE: Thompson has served as a secondary stand-by debris monitoring services provider on behalf of the County since **2021**. During this time, we have maintained operational readiness in the event that the County needs support services. Additionally, Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in **2004**. Over the last seven years, Thompson has provided debris removal monitoring and grant consulting services to **82** unique Florida clients following Hurricane Matthew in **2016**, Hurricane Irma in **2017**, Hurricane Michael in **2018**, Hurricane Sally in **2020**, Hurricane Ian in **2022**, and Hurricane Milton in **2024**. We are well positioned to work closely with the County, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient debris monitoring and recovery services program.

DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes documentation of over **165** million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency using our *automated debris management system* (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data in the field and supports accurate and timely reporting. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. Additionally, Thompson offers expanded *geospatial services* through geographic information system (GIS) resources and

capabilities to enhance program management. This includes advanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations, progress mapping and customized dashboards. Thompson also utilizes [2D/3D](#) aerial imagery and AI modeling to provide geospatial intelligence to better understand post disaster impacts and recovery needs.

ABILITY & EXPERIENCE OF PROFESSIONAL PERSONNEL: Thompson provides the County with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With [26](#) corporate and branch offices across the United States including a corporate office in the City of Maitland, we will be able to deploy staff and resources within [24](#) hours of receiving a notice to proceed. Thompson is set-up to quickly adapt to the uncertain and changing needs of the County and understands that this ability to rapidly respond to the County is of paramount importance.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson's intent to fill temporary debris monitoring positions with County residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the County's recovery efforts with a [meaningful impact](#) and earn a [competitive hourly wage](#).

POINTS OF CONTACT: Jon Hoyle, President, and Nate Counsell, Executive Vice President of Thompson are authorized corporate officers of the Firm and will serve as direct points of contacts to the County for all inquiries related to this submittal as well as throughout the evaluation process.

Jon Hoyle, President

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O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President

2601 Maitland Center Parkway, Maitland, FL 32751
O: 407.792.0018 | C: 407.619.2781 | F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

Thompson has the experience and resources necessary to be responsive to the County's disaster debris monitoring services needs following a disaster incident. We stand prepared to guide the County through the debris removal and recovery process while working with FDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the County. *Thompson understands terms, conditions, and pricing may be used by any public agency located in Polk County, and Attachment A has been provided within Tab 6.* We would be honored to serve as your disaster debris monitoring services provider and stand prepared to exceed the service expectations that the County has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle, President

TAB 2

Experience & Expertise

Firm Overview & Organization

Thompson Consulting Services, LLC is organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes affiliate companies Thompson Engineering, Inc. and Watermark Design Group. Thompson offers an array of services through our family of companies, from specializing in debris response and recovery services, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to **100%** client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards of excellence in workmanship; innovative solutions; timely, responsive service; and cost effectiveness are still upheld today.

As a **100%** employee-owned company with more than **650** personnel spanning **26** corporate and branch offices throughout the United States, Thompson maintains a universal commitment to excellence in workmanship, innovative solutions, timely responsive service, and cost effectiveness. These standards are the foundation for Thompson's excellence in project quality and delivery. Thompson's staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

THOMPSON FAMILY OF COMPANIES



Thompson Consulting Services will serve as the contracting entity for the services requested by Polk County, Florida (County).

Years of Experience

Thompson was founded in **1953** and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC, and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In **2011**, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings. Thompson brings over **72** years of experience to the County through our family of companies and personnel.

Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County's debris monitoring needs from near and afar. The County's contract will be serviced from Thompson's corporate office in Maitland, Florida. In addition, Thompson is experienced and capable of establishing a field office within the County should the need arise. *A complete list of office locations has been provided in Tab 3, Resources & Availability.*

Disaster Response Experience

Thompson has provided disaster response and recovery services to over **400** federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **75** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over **165** million cubic yards of debris and our clients successfully applying for and retaining more than **\$5.5** billion of federal grant funding.

Our approach to providing disaster response and recovery services to the County maintains a primary focus on the efficient and effective utilization of available resources while assisting the County in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for over **70** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience is provided in the table below and a comprehensive staff experience matrix shall be provided upon request.

Table 2-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
California Wildfires (FEMA DR-4856)	2025	TBD	Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000
KY Severe Storms (FEMA DR-4860, 4875)	2025	TBD	Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000
Missouri Tornados (FEMA DR-4877)	2025	TBD	LA Severe Flooding (FEMA DR-4277)	2015	\$65,000,000
Texas Storms & Flooding (FEMA DR-4879)	2025	TBD	SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000
Hurricane Milton (FEMA DR-4834)	2024	\$228,000,000	Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000
Hurricane Helene (FEMA DR-4827 - 4831)	2024	\$396,000,000	Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000
Hurricane Debby (FEMA DR-4806)	2024	\$9,450,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000
Hurricane Beryl (FEMA-DR-4738)	2024	\$250,000,000	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
TX Severe Storms (FEMA DR-4781)	2024	\$90,000,000	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
Hawaii Wildfires (FEMA DR-4724)	2023	\$125,000,000	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
Hurricane Idalia (FEMA DR-738, 4734)	2023	\$46,400,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
AL Severe Storms (FEMA DR-4684)	2023	\$5,800,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
New Mexico Wildfires (FEMA DR-4652)	2022	\$31,000,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475
Hurricane Ian (FEMA DR-4673)	2022	\$311,100,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
KY Severe Storms (FEMA DR-4630)	2021	\$138,700,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Ida (FEMA DR-4611)	2021	\$283,300,000	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Sally (FEMA DR-4563,4564)	2020	\$180,000,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
Hurricane Maria (FEMA DR-4339)	2017	\$44,600,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

Successful Reimbursement Assistance

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services. Our proposed team has assisted some of the largest government agencies impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects. Our past work includes but is not limited to the following projects:

5.5+
billion in federal
grant funding

- 2024 – Hurricane Helene & Milton: **\$476M** Reimbursement | **58** clients – GA, SC, FL, NC & TN
- 2023 – Wildfire Support New Mexico: **\$239M** Reimbursement | **3** clients – NM
- 2022 – Hurricane Ian & Tropical Storm Nicole: **\$149M** Reimbursement | **4** clients – FL
- 2020 – Hurricanes Laura, Sally & Zeta: **\$160M** Reimbursement | **4** clients – AL, FL & LA
- 2016 & 2017 – Hurricane Matthew & Irma: **\$100M** Reimbursement | **6** clients – FL

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

United States Army Corp of Engineers (USACE) Experience

As one of three firms with a USACE ACI validated automated debris management systems (ADMS), Thompson is a leading provider of debris removal monitoring for USACE recovery missions. Over the last five years Thompson has been activated to support the USACE following **6** unique disaster events accounting for over **35** task order assignments throughout Georgia, Hawaii, Kentucky, North Carolina, Tennessee, and California resulting in the removal of over **6.5** million cubic yards and **408,000** tons of debris. This project experience includes performing recovery services on behalf of USACE following the catastrophic wildfires in Lahaina on the Island of Maui in **2023**, the devastating tornados that impacted the City of Mayfield and Graves County, Kentucky in **2021**, Hurricane Helene recovery missions across North Carolina in **2024**, as well as the widespread and damaging California wildfires in **2025**.

State of Florida & Polk County Experience

Thompson's consultants have responded to disaster incidents in Florida since Hurricane Charlie in **2004**. Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricanes Matthew in **2016**, Irma in **2017**, Michael in **2018**, Sally in **2020**, Ian in **2022**, and Debby, Helene, and Milton in **2024**. Thompson has responded to **8** federally declared disaster incidents in the State of Florida and supported over **82** local and state clients in monitoring and documenting over **46** million cubic yards of disaster debris.

Clients across the Nation continue to choose Thompson as their disaster recovery and debris monitoring services provider year after year. Many of our Florida clients have retained

Thompson's FEMA public assistance consulting and debris monitoring services for **12** years or more spanning multiple competitive procurements.

In addition, Thompson has served as Polk County's secondary debris monitoring services provider since **2022**. We have a unique understanding of the County's infrastructure, personnel, departments, and potential operational challenges following a disaster event. We are well positioned to continue working closely with the County, the Florida Division of Emergency Management, Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.



extensive Florida
experience

Select Project History

The following select five (5) project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement. Thompson’s key proposed staff have assisted all of the clients provided below following disaster events. *As requested, completed Survey Questionnaire Forms for the projects/clients listed below have been provided in Tab 5.*

Thompson’s experience includes the documentation of over 165M cubic yards of debris and over 48 individual projects resulting in the removal over 1M cubic yards of debris using our U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative certified automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project that we have performed since 2012 and was re-validated by the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative in 2023. Thompson encourages the County to fully vet proposer’s experience, ability to respond, and advancements in disaster recovery technologies during the evaluation process.

Lee County, Florida

2017, 2022, 2024

Disaster Debris Removal Monitoring

Debris Quantity: 11,089,400 CY

Reference: Kylar Johnson, Public Utilities Manager, Recovery & Resiliency
6431 Topaz Ct., Ft. Myers, FL 33966
239-533-8000 | kjohnson2@leegov.com

Peak Monitor Assignments: 1,013
Cost of Services: \$ 14,600,000
Temporary DMS Sites: 51

Thompson has served as the County’s on-call disaster debris removal monitoring services provider since 2013. During this time, Thompson has supported the County in administering complex and large-scale recovery programs including right-of-way debris removal monitoring, waterway clean-up efforts, vessel identification and removal projects, hazardous tree and limb work, as well as special debris removal programs throughout County maintained facilities and parks.

2024 Hurricanes Helene & Milton: The State of Florida was severely impacted by back-to-back Hurricanes Helene and Milton in 2024 which produced a large amount of damage and debris. Thompson assisted the County in their recovery efforts which included programs such as right-of-way debris removal, hazardous and hanging limbs and tree removal, as well as debris removal from County parks, and sand remediation/sifting projects. Thompson monitored the removal of over 587,200 cubic yards of debris and over 660 units of e-waste and white goods throughout the County resulting from the disaster events. This included monitoring debris disposal at eleven (11) active debris management sites and staffing over 120 temporary field staff.

2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thompson assisted the County perform right-of-way debris and hazardous/hanging limbs and tree removal, waterway and vessel removal operations, and removal efforts throughout County maintained parks and facilities. Thus far, Thompson has substantiated the removal of over 8,580,000 cubic yards of debris, approximately 22,700 units of white goods and e-waste, and over 45,000 hazardous limbs and trees throughout the County.



2017 Hurricane Irma: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson’s contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County’s debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2,356,000 cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Terrebonne Parish, Louisiana

2012, 2019, 2020, 2021, 2024

Disaster Debris Removal Monitoring & PPDR

Debris Quantity: 4,697,500 CY

Reference: Clay Naquin, Solid Waste Administrator
301 Plant Road, Houma, LA 70363
985-873-6739 | cnaquin@tpcg.org

Peak Monitor Assignments: 120
Cost of Services: \$ 5,573,000
Temporary DMS Sites: 6

Thompson has served as the Parish’s disaster recovery services provider since 2012 spanning multiple competitive procurements. During this time, Thompson has been activated following five (5) federally declared hurricane events resulting in debris removal programs being administered throughout Parish right-of-way, waterways and levee, and private properties. In addition, Thompson assisted in the assessment and documentation of hazardous and hanging limbs, trees, and stumps.



2024 Hurricane Francine: The Parish once again activated Thompson’s standby disaster recovery and debris removal monitoring services agreement following the severe impacts of Hurricane Francine. Thompson assisted the Parish in performing right-of-way debris removal, levee and waterway debris removal, and hazardous tree and limb removal programs accounting for the collection and disposal of over 252,500 cubic yards of debris and over 375 hanging/leaning trees and limbs.

2021 Hurricane Ida: Following the devastating effects of Hurricane Ida, Thompson was activated by the Parish to monitor debris removal efforts. The Parish performed various debris removal operations including right-of-way debris removal, private property debris removal and program administration, hazardous leaning/hanging trees and limb removal, and waterway/marine debris removal. Overall, Thompson monitored the removal of over 4.3 million cubic yards of debris from the Parish including over 13,000 cubic yards of debris from parish waterways and over 5,600 hazardous hanging limbs and leaning trees.

2020 Hurricane Zeta: In October 2020, Hurricane Zeta produced extremely strong winds and heavy rains causing severe damage to the Southeastern United States. The Parish activated Thompson’s stand-by debris monitoring contract to support right-of-way debris removal operations throughout the Parish. Thompson was able to quickly mobilize and perform expeditious and efficient monitoring of the removal of over 12,000 cubic yards of debris from the Parish.

2019 Hurricane Barry: Following Hurricane Barry, the Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 52,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2012 Hurricane Isaac: After Hurricane Isaac made landfall, Thompson immediately responded to Terrebonne Parish by deploying a field management team to train and on-board local residents to monitor and document emergency push and debris removal operations. Thompson worked with Terrebonne Parish on an expedited debris removal schedule, and after close coordination with the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA, completed emergency time and materials as well as ROW debris removal in less than 30 days. Thompson managed and documented the removal of nearly 56,000 CY of debris in order to satisfy FEMA and State reimbursement requirements.

Travis County, Texas

July 2025 – Sept. 2025

Hazardous Site Assessment & Debris Removal Monitoring

Debris Quantity: 185,000 CY

Reference: Emily Ackland, Division Director
700 Lavaca Street, 5th Floor Travis County Admin. Building
541-905-5013 | Emily.Ackland@traviscountytx.gov

Peak Monitor Assignments: 90
Cost of Services: \$ 5,104,115
Temporary DMS Sites: 3

Thompson has served as the County’s disaster debris removal monitoring services since 2025 and was activated following severe flooding that produced widespread debris throughout County right-of-way, private properties, and waterways.

2025 Severe Flooding: In July of 2025, the Hill Country region of Texas experienced significant and prolonged rainfall resulting in severe flash flooding. The Big Sandy Creek and Cow Creek within Travis County rose to historic levels and caused severe flooding within areas of the County. As the County’s stand-by disaster recovery services provider, Thompson responded immediately with personnel and equipment following a notice-to-proceed. Thompson first assisted the County with right-of-way and citizen drop off monitoring. However, the County also required specialized services related to private property debris removal (PPDR) and waterways assessments.



As part of the PPDR program, Thompson assisted the County in obtaining right-of-entry (ROE) agreements and verification of ownership through tax records and parcel maps. Following the collection of ROEs, Thompson completed outreach to residents to arrange for Hazard Site Assessment (HSA) to be completed. Thompson completed 79 HSA reports to document property conditions, underground utilities, overhead power lines, septic systems, vehicles, vessels, and eligible disaster debris. Additionally, Thompson monitored the removal of debris from 39 properties before the County transitioned to a State managed debris removal program. Prior to that transition, Thompson monitored and documented the removal of over 119,000 cubic yards of debris from right-of-way, private property, and waterways in less than sixty (60) days.

Emanuel County, Georgia

Oct. 2024 – May 2025

Disaster Debris Removal Monitoring & Parks Projects

Debris Quantity: 2,642,000 CY

Reference: L. Guy Singletary, County Administrator
124 North Main Street, Swainsboro, GA 30401
478-237-3881 | lgsingletary@emanuelco-ga.gov

Peak Monitor Assignments: 205
Cost of Services: \$ 6,094,000
Temporary DMS Sites: 5

2024 Hurricane Helene: Several states across the Southeastern United States, including Georgia, were impacted by severe and widespread destruction and loss of life following Hurricane Helene. Emanuel County suffered significant damage and was in need of immediate assistance from disaster recovery consultants. Under an exigent services agreement, Thompson deployed personnel and equipment immediately beginning operations as quickly as possible. Thompson provided debris removal monitoring services including assisting the County perform right-of-way debris removal, parks and schools’ debris removal, and hazardous limbs and trees removal projects. To date, Thompson has substantiated the removal of approximately 2,642,000 cubic yards of debris from County right-of-way as well as 49,200 hazardous limbs and trees.

City of Tampa, Florida

Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025

Disaster Debris Removal Monitoring

Debris Quantity: 1,410,500 CY

Reference: Jonathan Kane, Audit & Contracts Supervisor, Solid Waste
4010 West Spruce Street, Tampa, FL 33607
813-348-6529 | Jonathan.Kane@tampagov.net

Peak Monitor Assignments: 359
Cost of Services: \$ 4,800,000
Temporary DMS Sites: 9

Thompson has served as the on-call disaster debris monitoring services provider on behalf of the City of Tampa since 2023. During that time, Thompson has supported preparedness measures and maintained operational readiness in the event that our services were needed. Thompson was activated by the City to provide recovery services following Hurricanes Helene and Milton in 2024 which resulted in right-of-way debris removal and hazardous hanging and leaning limb removal.

2024 Hurricane Helene & Milton: The City suffered widespread damage as a result of Hurricanes Helene and Milton. Following the passing of Helene, the City activated Thompson to begin debris removal operations throughout the City. This work resulted in the removal of approximately 55,000 cubic yards of debris completing projects in less than 30-days.

Hurricane Milton made landfall within weeks of Helene and caused significant damage. Already mobilized, Thompson immediately began to staff and monitor separate debris removal operations ensuring maximum FEMA reimbursement for the City. The City performed separate right-of-way debris removal programs as well as hazardous hanging and leaning limb/tree removal, and Thompson substantiated the removal of over 1,410,500 cubic yards of debris and approximately 23,000 hazardous trees and limbs across both disasters. Thompson was able to complete Hurricane Milton operations, which accounted for over 1.3 million cubic yards of debris, in approximately 120 days.

Key Personnel

Thompson is committed to staffing the County’s emergency debris removal monitoring and related services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the County throughout the recovery process. The following table summarizes the background and experience of our key personnel and outlines our staff’s extensive experience managing and monitoring projects of all size and scale, including many resulting in the documentation of over 1,000,000 cubic yards on behalf of local and state governments. *As requested, resumes and additional information on proposed staff experience and qualifications can be found in Tab 3 and Exhibit 3-1.*

Table 2-1: Resume Summary of Project Team Experience

Name, Education, Background		Representative Experience	
Jon Hoyle Principal-in-Charge			
MBA – Finance/Management	– Escambia County, FL – 3,700,000 CY	– South Carolina DOT – 3,000,000 CY	
20 Years of experience	– Puerto Rico DOT – 1,000,000 CY	– Aiken County, SC – 1,500,000 CY	
	– Lee County, FL – 2,300,000 CY	– Harris County, TX – 2,500,000 CY	
Simon Carlyle Client Liaison			
20 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY	– Pinellas Co, FL – 380,000 CY	
	– City of Lake Charles, LA – 3,400,000 CY	– Sarasota Co, FL – 288,000 CY	
	– Baldwin Co, AL – 4,400,000 CY	– Beaufort Co, SC – 1,700,000 CY	
Oliver Yao Project Controller			
MS – Management & Finance	– Beaufort Co, SC – 1,700,000 CY	– Hidalgo Co, TX – 187,000 CY	
19 Years of experience	– Baldwin Co, AL – 4,400,000 CY	– Hamilton Co, TN – 408,000 CY	
	– Bay County, FL – 1,200,000 CY	– Linn Co, IA – 1,100,000 CY	
Paul Lehman Project Manager			
12 Years of experience	– Jefferson Davis Parish, LA – 215,000 CY	– City of DeLand, FL – 130,000 CY	
	– Puerto Rico DOT – 400,000 CY	– Daytona Beach, FL – 330,000 CY	
	– Fort Lauderdale, FL – 460,000 CY	– Georgetown County, SC – 100,000 CY	
Tomás Ortiz Operations Manager			
8 Years of experience	– City of Tampa, FL – 1,410,500 CY	– Jackson Co, MS – 438,000	
	– Fort Myers Beach, FL – 1,300,000 CY	– City of Lake Jackson, TX – 362,000 CY	
	– Jefferson Parish, LA – 2,359,000 CY	– Hillsborough Co, FL – 7,183,000 CY	
Jonathan Clark FEMA Public Assistance Liaison			
20 Years of experience	– Hurricane Irma - \$112,000,000	– State of New York - \$200,000,000	
MS – Business Management	– Denham Springs, LA - \$20,000,000	– State of Louisiana - \$150,000,000	
	– SCDOT - \$195,000,000	– Escambia County, FL – \$192,000,000	
Danny Gardner Data Manager			
MBA – Finance/Management	– SWA Palm Beach Co – 2,300,000 CY	– Alabama DOT – 870,000 CY	
18 Years of experience	– Chatham Co, GA – 1,400,000 CY	– South Carolina DOT – 3,000,000 CY	
	– Baton Rouge, LA – 1,800,000 CY	– Escambia County, FL – 3,700,000 CY	

Name, Education, Background	Representative Experience	
Nicole Lehman Planning and Preparedness / Client Liaison		
BA – Psychology & Spanish	– Puerto Rico DOT – 400,000 CY	– Chatham Co, GA – 1,400,000 CY
18 Years of experience	– Fort Lauderdale, FL – 460,000 CY	– Daytona Beach, FL – 330,000 CY
	– St. Augustine, FL – 83,000 CY	– Escambia County, FL – 3,700,000 CY
Patrick Gardner GIS / Environmental		
MS – Fisheries & Aquatic Sciences	– Gadsden County, FL – 900,000 CY	– Chatham Co, GA – 1,400,000 CY
BS – Marine Science	– SWA Palm Beach Co, FL – 3,200,000 CY	– Baton Rouge, LA – 1,800,000 CY
10 Years of experience	– Fort Lauderdale, FL – 400,000 CY	– South Carolina DOT – 3,000,000 CY

Thompson’s proposed team has assisted some of the largest government agencies plan for disaster debris generating incidents, substantiate debris removal operations and recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects.

TAB 3

Resources & Availability

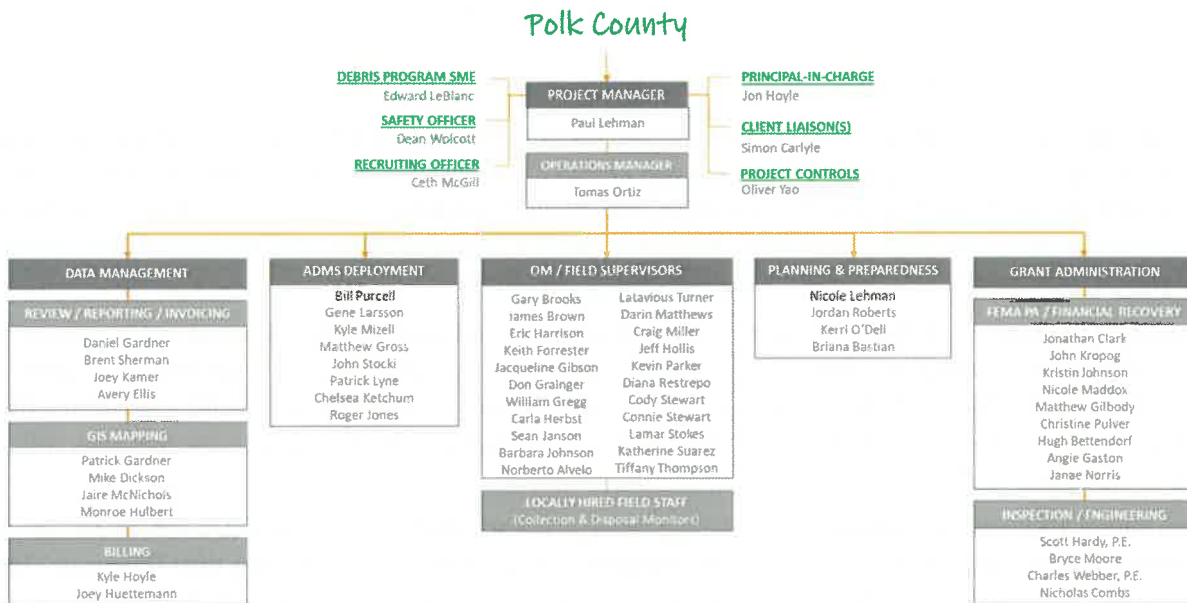
Staff Resources

Thompson’s staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. We have over **650** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs, including a network of more than **260** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors.

Dedicated Project Team & Availability

Thompson is committed to staffing the County’s disaster debris monitoring and recovery services requirements in accordance with the management staffing and key personnel proposed herein. The following organizational chart graphically presents Thompson’s proposed project staffing and key personnel.

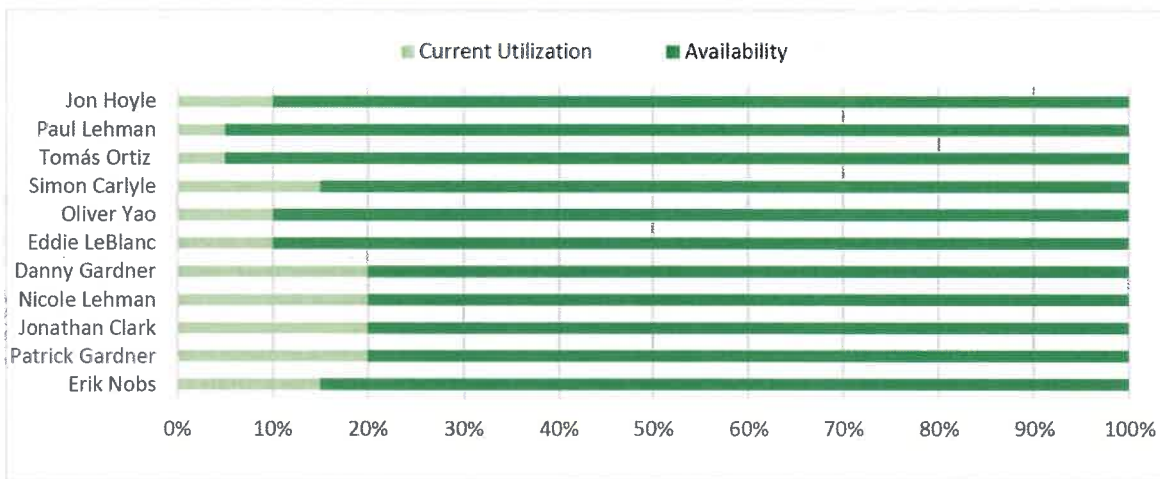
Figure 3-1: Organizational Chart



Thompson has carefully appointed our project team to ensure **dedicated** personnel are available to the County including a dedicated project manager, **Paul Lehman**, with over ten 10 years of experience who will support the County throughout the term of the contract, as well as dedicated operations manager, **Tomás Ortiz** and client liaison, **Simon Carlyle**.

The following graphic represents the current commitment over the next year of key members of the assigned project personnel. The exact number of dedicated days of each assigned staff member as well as the various quantity of staff will vary depending on the severity and length of a disaster event and the subsequent recovery process.

Figure 3-2: Availability – Assigned Personnel



Our dedicated personnel have the capacity to support the County, and our extensive volume of resources means the County can rest assured Thompson is fully equipped to fulfil the scope of services requested by the County. Following a future disaster, the County can expect the priority treatment that Thompson is committed to delivering. *A Summary of staff qualifications is in Tab 2, Experience and Expertise and resumes detailing experience and qualifications of Thompson’s proposed key personnel have been provided in Exhibit 3-1.*

Local Debris Removal Monitor Labor Force Sourcing

Our proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the County’s needs. We maintain a staff of full-time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over **13** years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson’s intent to fill temporary debris monitoring positions with qualified County residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the County’s recovery efforts with a *meaningful impact* and earn a *competitive hourly wage*.

*Thompson maintains a national recruiting and hiring database comprised of **19,000** temporary and on-call debris removal monitors, field supervisors, inspectors, etc. that have previously served in such roles with Thompson. This includes more than **9,500** Florida residents who can be contacted to expedite and supplement disaster recovery needs. Local hiring is prioritized; however, Thompson has the capacity to supplement the County’s staffing as needed.*

Subcontractor Participation

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor.

We actively seek opportunities to connect with partners that will best serve our clients, should the need arise. We often encourage and engage the participation of disadvantaged business enterprises (DBE) to include small, minority, and women owned business enterprises in the communities where we work and have over 25 pre-positioned agreements with DBE subconsultants across the United States. Thompson has utilized DBE subconsultants on state, federal, and municipal projects involving specific goals and/or federal funds or grants and has invested millions in DBE subcontracting. Thompson has a proven history of meeting or exceeding our subcontracting goals on past projects, and we will take all steps to confirm compliance with all applicable federal or state laws or ordinances for DBE participation, including 2 CFR 200.321.

Office & Equipment Resources

Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the County's disaster debris monitoring needs from near and afar. A list of our office locations is provided below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Dallas, Texas
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- **Maitland, Florida**
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Nashville, Tennessee
- Orange, Texas
- Pelham, Alabama
- **Pensacola, Florida**
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama
- Tuscaloosa, Alabama

Mobile Office Capabilities

Thompson knows immediately following a disaster incident access to a project operations office and communications infrastructure is critical to building a local workforce, however with the potential for office facilities and hotels being damaged in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions. We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. *Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.*

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years and has not had any issues with supplying sufficient amounts of equipment. However, we do have pre-event contracts in place to provide additional supplies as needed within **24**-hours. All equipment listed will be available to support the County during preparedness measures and post-disaster operations. The following items are supplied to field personnel before mobilization:

- **Safety Equipment:** Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel-toed boots at their own expense. Field supervisors are provided with medical kits.
- **Communication Device:** Cell phones, and/or radios are provided to field personnel based upon project needs.

- **Laptops and Portable Printers / Scanners / Copiers / Fax Machines:** These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- **Additional Field / Office Supplies:** All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 3-1: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Offices	26	Full Time Employees	650
ADMS Sets	3,500	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	43	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Thompson staffs a full-time equipment and logistics team that performs rigorous quality control tests on all equipment utilized during project operations both before deployment and upon return from the field. Depending on the size and severity of an event, a member of this team is either deployed or is made available virtually and in real-time for the duration of a project to ensure equipment is configured and working properly. A complete inventory of equipment is done quarterly to account for and replace lost or damaged field items. In addition, Thompson maintains several storage locations in the Southeast including in Maitland, Florida, and Mobile, Alabama.

Connectivity Equipment

Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in **43** highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* have a **disconnected architecture** and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

2024 Florida, Georgia, South Carolina, North Carolina, Tennessee: units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to-back hurricanes Debby, Helene, and Milton.

2023 New Mexico: units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

2022 Southwest Florida: units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

2022 Puerto Rico: units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.



EXHIBIT 3-1: KEY
PERSONNEL RESUMES

Jon Hoyle

President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

20 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 20 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over \$2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 personnel.

PROJECT EXPERIENCE

Hurricane Helene Disaster Recovery, State of Georgia, 2024 – 2025 | Mr. Hoyle served as the principal-in-charge during Thompson's state-wide Georgia mobilization in response to Hurricane Helene. Thompson conducted debris removal monitoring operations on behalf of 22 unique Georgia clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 10.5M cubic yards of debris across Georgia.

New Mexico Department of Transportation, Wildfire and Mudflows 2022 – 2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Hoyle served as principal-in-charge addressing the NMDOT's operational needs.

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Thompson monitored the removal of more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 | Mr. Hoyle served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted project worksheets totaling over \$35M and including hazard mitigation measures.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5M.

Simon Carlyle

Vice President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

20 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has twenty years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 70 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi.

PROJECT EXPERIENCE

City of Houston, Texas, Disaster Recovery Operations, 2024 – 2025 | The City suffered from back-to-back disaster events including a severe storm and Hurricane Beryl in 2024. Mr. Carlyle served as the City's client liaison and coordinated closely with the City during complex and separate recovery efforts including right-of-way debris and hazardous hanging limb and trees removal operations as well as special programs in City parks and private gated property. Thompson monitored approximately 6.7 million cubic yards of debris.

State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023 | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring operations throughout the state.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding

and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was impacted by a severe winter storm causing damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

Oliver Yao

Vice President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 18 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

Houston, Texas, Severe Storms & Hurricane Beryl, 2024 – 2025 | The City of Houston was severely impacted by back-to-back disaster incidents in 2024, including Hurricane Beryl and damaging severe storms. Mr. Yao served as the project controls specialist overseeing operational needs and ensuring contract terms and budgets were kept. Thompson monitored the removal of over 5.6M cubic yards of debris from the City.

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported

the County in responding to FEMA requests for information and supporting documentation.

State of Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

State of South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012 | Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

State of Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

Edward LeBlanc

Director of Government Services / Debris Subject Matter Expert

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
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EDUCATION

BS: Civil Engineering

EXPERIENCE

27 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. LeBlanc is an experienced leader with nearly three decades of experience with the United States Army Corps of Engineers (USACE). He has served in numerous roles including as a Debris Program Manager and Permanent cadre member and has responded to significant USACE responses such as Hurricanes Ivan, Katrina, Rita, Ian, and Helene; wildfire debris responses in California; and numerous other events, totaling over 50 individual disaster deployments. Mr. LeBlanc's experience spans across approximately 30 states and territories.

USACE Awards: Commander's Award 2005, 2011 & 2015; Achievement Medal 2011; Superior Civilian Service 2017; Meritorious Civilian Service Medal 2022

PREVIOUS PROJECT EXPERIENCE

State of California, SoCal Wildfires Disaster Recovery Operations, 2025 | Southern California suffered from a series of wildfires with Los Angeles County being the most severely impacted. Mr. LeBlanc served as both a senior advisor and team leader on behalf of the USACE during debris removal efforts and private property debris removal projects throughout Los Angeles County and other impacted areas.

States of North Carolina & Virginia, Hurricane Helene Recovery, 2024 | Hurricane Helene was one of the deadliest and costliest hurricanes to impact the United States. Wide-reaching, Helene produced devastating storm surge, damaging winds, and flooding across Florida, Georgia, South Carolina, North Carolina, Tennessee, and Virginia. Mr. LeBlanc assisted with recovery operations in North Carolina and Virginia, serving as a debris subject matter expert and a team leader for the USACE. Additionally, Mr. LeBlanc served as a debris subject matter expert/advisor to USACE/FEMA headquarters in Washington DC.

Island of Maui, Hawaii, Wildfires Disaster Recovery Operations, 2023 | In 2023, the state of Hawaii suffered from the impacts of severe wildfires with the Island of Maui

experiencing the most devastation. On Maui, the Town of Lahaina experienced loss of life and widespread damage that necessitated long-term disaster recovery support. The United States Army Corps of Engineers (USACE) would be authorized to provide direct federal assistance to the Town of Lahaina and Maui County. Mr. LeBlanc served as a team leader on behalf of the USACE overseeing, assisting, and facilitating recovery operations as across the Island.

Puerto Rico & Florida, Hurricanes Ian & Fiona, 2022 | Mr. LeBlanc served as a USACE team leader during multiple disaster response activations in Florida and Puerto Rico following back-to-back Hurricanes Fiona and Ian. Hurricane Fiona brought severe flooding, extremely destructive winds, and infrastructure damage to Puerto Rico while Hurricane Ian became one of the strongest and deadliest hurricanes to impact the State of Florida.

State of Louisiana, Hurricane Ida Regional Recovery, 2021 | Hurricane Ida caused catastrophic damage across Louisiana and the Gulf Coast bringing widespread flooding, storm surge, and destructive winds. Local infrastructure and many homes were destroyed following the impacts. Mr. LeBlanc served as a debris subject matter expert and was deployed to assist in the regional recovery efforts.

Daniel Gardner

Vice President / Data Operations

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served as a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$2 billion. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

Hurricane Helene Disaster Recovery, State of Georgia, 2024 – 2025 | Mr. Gardner served as the data manager during Thompson's state-wide Georgia mobilization in response to Hurricane Helene. Thompson conducted debris removal monitoring operations on behalf of 22 unique Georgia clients simultaneously. Mr. Gardner was responsible for the overall data management, reconciliation, and daily reporting for all projects. Thompson provided debris monitoring and substantiation for more than 10.5M cubic yards of debris.

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2024 | The State of Louisiana was severely impacted by Hurricane Ida, and Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Gardner served as the data manager during Thompson's mobilization and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. Overall, Thompson monitored the removal of approximately 15.1M cubic yards of debris.

U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022 | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the

debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the data manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Thompson monitored the removal of more than 433,000 cubic yards of debris.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead data manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Nicole Lehman

Director of Client Services / Program Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Psychology and Spanish

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 18 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. She is well versed in the programs, agencies, procedures, and regulations involved in successfully running disaster debris management operations. Ms. Lehman also has extensive experience in disaster recovery planning, including the update and development of FEMA compliant disaster debris management plans, and provides annual training regarding debris removal monitoring operations and FEMA policy guidance.

PROJECT EXPERIENCE

Hurricane Milton Disaster Recovery, State of Florida, 2024 – 2025 | Ms. Lehman served as a client liaison and program manager during Thompson's state-wide Florida mobilization in response to Hurricane Milton. Thompson conducted debris removal monitoring operations on behalf of 28 unique Florida clients simultaneously. Ms. Lehman was responsible for coordinating project resources such as staff and equipment as well as ensuring client and contracting needs were met. Thompson provided debris monitoring and substantiation for more than 9.6M cubic yards of debris across Florida.

Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023 | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

Patrick Gardner

GIS Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

12 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner has 12 years of experience providing data-driven geospatial services and solutions. He has supported recovery operations in this capacity for several large-scale, multi-state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizes geospatial data to convey project operations and progress. Mr. Gardner assists with data management, invoice reconciliation, and GIS solutions. Mr. Gardner also has experience as a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

PROJECT EXPERIENCE

Lahaina, Maui County, Hawaii, Wildfire Recovery 2024 - 2025

| The state of Hawaii suffered from a series of severe wildfires with the island of Maui experiencing the most devastation. Mr. Gardner initiated the deployment and collection of geospatial tools to collect real-time disaster as well as created a disaster response hub site that hosted 14+ mapping solutions, including an interactive 3D render of the affected area, compliant with USACE reporting requirements. Thus far, Thompson has assisted in the assessment and remediation of over 158 parcels of private property and monitored the removal of over 538 hazardous trees and approximately 308,250 tons of debris.

New Mexico Department of Transportation (NMDOT),

Wildfire Recovery Operations, 2022 – 2025 | Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

City of Mobile, Alabama, Hurricane Sally Recovery

Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was

responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris.

Hurricane Irma, Disaster Recovery Operations, State of

Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 -

2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina,

Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

MA Business Management and Leadership
BA Homeland Security and Emergency
Management

EXPERIENCE

20 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 20 years of experience in the disaster recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than \$800M in federal funding.

PROJECT EXPERIENCE

Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023 | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a \$13M dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CDBG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

New Mexico Department of Transportation, FEMA PA 2022-2023 | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated \$50M.

City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than \$25M as well as multiple permanent work projects, including categories E, F and G, to restore damaged

buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included serving as federal equipment manager; acting program analyst; project manager; contracting officer; resource, supply, documentation and procurement supervisor; ICS team lead for logistics during federal response of Gustav and Ike operations.

TRAINING & CERTIFICATIONS

- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- FEMA E0930, Local ICS Management Course

Paul Lehman

Project / Operations Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

12 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | Automated Debris Management System

Mr. Lehman has 12 years of experience in debris removal operations, including experience working on behalf of the debris hauler and now managing debris monitoring operations. He has worked extensively on right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs as well as private property debris removal programs.

PROJECT EXPERIENCE

Florida Department of Transportation (FDOT), Hurricanes Helene & Debby Recovery Operations, 2024 – 2025 | The State of Florida was severely impacted by back-to-back Hurricanes Debby and Helene in 2024, which caused widespread damage and destruction. Mr. Lehman served as a project manager overseeing debris removal monitoring operations and working closely with the FDOT and debris removal contractors across the State. FDOT carried out debris removal programs including right-of-way collection and removal of hazardous leaners and hangers on FDOT maintained roadways throughout eleven (11) counties. Overall, Thompson substantiated the removal of over 6.8M cubic yards of debris.

City of Sanibel, Florida, Hurricane Ian Recovery Operations, 2022 – 2023 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Sanibel following Hurricane Ian. The City conducted right-of-way, hazardous leaning and hanging limbs/trees, and beach sand remediation. Overall, Thompson monitored the removal of 2,540,000 cubic yards of debris from the City as well as the removal of over 13,154 hazardous leaning and hanging trees/limbs from City maintained roadways.

City of Orlando, Florida, Hurricane Ian Recovery Operations, 2022 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for the City of Orlando following Hurricane Ian. The City carried out debris removal programs including right-of-way collection

and removal of hazardous leaners and hangers on roadways throughout the City. Overall, Thompson has substantiated over 82,079 cubic yards of debris from the City.

Jefferson Davis Parish, Louisiana, Hurricane Ida Recovery Operations, 2020 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for Jefferson Davis Parish following Hurricane Ida. The Parish carried out debris removal programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on roadways throughout the Parish. Overall, Thompson has substantiated over 216,000 cubic yards of debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations for all programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on DTOP maintained roadways. Thompson substantiated over 400,000 cubic yards of debris throughout three DTOP zones.

City of Deland, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Lehman served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Deland following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Tomas Ortiz

Project Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

8 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Ortiz has eight years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on waterway and private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events.

PROJECT EXPERIENCE

Tennessee Department of Emergency Management (TEMA), Hurricane Helene Recovery Operations, 2025 | Following the impacts of Hurricane Helene, waterways throughout the State of Tennessee were inundated with white goods, vehicular, and vegetative debris. Mr. Ortiz served as an operations manager on behalf of TEMA overseeing waterway and canal debris removal projects throughout the state. Thompson substantiated the removal of over 2.8M cubic yards of debris from Tennessee waterways.

City of Tampa, Florida, Hurricane Milton, Disaster Recovery Operations, 2024 – 2025 | Mr. Ortiz served as a project manager operations manager for the City of Tampa during disaster recovery efforts following Hurricane Milton. He oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on City maintained roadways. Overall, Thompson monitored the removal of approximately 1,373,000 cubic yards of debris from the City.

City of Houston, Texas, Derecho Disaster Recovery Operations, 2024 | A powerful storm event brought extremely destructive winds to the State of Texas. Mr. Ortiz served as a project manager for the City of Houston overseeing daily debris removal activities and coordinating closely with the City during right-of-way (ROW) debris removal and City parks debris removal programs. Thompson monitored the removal of over 2M cubic yards of debris.

City of Fort Lauderdale, Florida, Flooding Recovery Operations, 2023 | Following a catastrophic county wide

flooding event, Thompson assisted the City with its recovery efforts, including providing debris removal monitoring, policy guidance, floodplain management reporting and FEMA public assistance claims. Mr. Ortiz served as an operations manager on behalf of the City assisting in daily debris removal efforts. Thompson monitored the removal of over 41,000 cubic yards of debris, completing debris removal operations in less than thirty (30) days. Thompson also supported the City in their federal reimbursement recovery.

Lee County, Florida, Hurricane Ian Recovery, 2022 – 2023 | Following the passing of Hurricane Ian, Thompson assisted Lee County with disaster debris removal operations including right-of-way and State Road debris removal programs, hazardous tree/limb removal, as well as waterway debris removal. Mr. Ortiz served as operations manager for the County overseeing day-to-day debris removal monitoring operations throughout the County. Overall, Thompson substantiated more than 8.5M cubic yards of vegetative debris.

City of Orange Beach, Alabama, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | The City of Orange Beach was inundated with heavy rains and damaging winds causing extensive damage throughout the City. Mr. Ortiz served as a field supervisor for the City and oversaw day-to-day debris removal and monitoring operations including special projects such as marine and waterway debris removal. Thompson documented the removal of over 645,000 cubic yards of debris from the City.

Erik Nobs

Subject Matter Expert / Board Certified Master Arborist

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

12 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Nobs is a Board-Certified Master Arborist and as a Debris Removal lead with expertise in Incident Command/emergency response and recovery, logistics and operational management and program development, specializing in hazardous tree program management. He ensures assessment operations and tree removal operations fall within Federal funding compliance, American National Standards, OSHA and follows BMPS as well as Federal, State and local ordinances across the US. Working on fire recovery projects in California, Florida and New Mexico. He has consulted to ensure there is compliance with Forest Practice Rules (FPRs), Migratory and Endangered Species act requirements, the Clean Water Act, Costal Commission rules, NEPA, EHP Federal and State compliance requirements and US and State Departments of Fish and Wildlife requirements.

PROJECT EXPERIENCE

Hermits Peak/Calf Canyon Fire, New Mexico, Hazardous Tree Assessment and Removal & Debris Removal, 2022 - 2025 |

Mr. Nobs served as Subject Matter Expert/Lead Arborist for hazard tree assessment and removal and debris removal operations for NMDOT ROW, County ROW and private property, encompassing multi-discipline operations for San Miguel and Mora County. Over 75,000k trees were assessed for risk and over 16,000 were cut and harvested to date in accordance with New Mexico Forest Practices Rules, and EHP compliance. Mr. Nobs managed 6 arborist crews, 5 Site assessment crews and coordinated with Local, State and Federal agencies to ensure environmental compliance, historical compliance and grant compliance.

Sanibel & Captiva Island, Florida, Hurricane Ian Standing Dead Tree Program for Assessment and Removal, 2023 |

Mr. Nobs served as Subject Matter Expert/Lead Arborist for hazard tree assessments and removal and for a standing dead tree program due to wind damage and saltwater intrusion. Over 4,500k trees were assessed for risk and over 2,000 were removed. Mr. Nobs performed client and environmental coordination and quality control of assessment.

CalRecycle, California, Fire Hazard Tree Assessment and Hazard Tree Removal Project, 2020 - 2021 | Mr. Nobs served as Project Manager for hazardous tree assessment and

removal project encompassing multi-discipline operations for 5 counties and Big Basin State Parks during the 2020 fire recovery. Over 150,000 trees were assessed for risk and over 25,000 were cut and harvested in accordance with California Forestry Practices Rules, California Environmental Quality Act, Coastal Commission rules, the Clean Water Act, and the California Department of Fish and Wildlife. Mr. Nobs managed 25 arborist crews, 42 biologist crews, and 10 environmental crews' scientists to ensure environmental compliance, and he provided contractor oversight.

Pinellas County, Florida, Hurricane Irma Disaster Recovery Operations, 2017 |

Mr. Nobs served as Project Manager for a 90-day debris removal mission following Hurricane Irma. He managed field operations of all production efforts of 30 personnel and coordinated recovery efforts with Pinellas County, Florida and multiple incorporated cities within Pinellas County, Florida. In addition, Mr. Nobs supported and coordinated 15 personnel for vegetation removal and hazard tree mitigation. He directly supervised crews who cleared over 327,000 cubic yards of vegetation from roads and right of ways. Mr. Nobs also closed out the project and oversaw all demobilization activities in coordination with the municipalities and prime contractor.

TAB 4

Compensation Schedule

Cost of Services

Thompson has invested considerable resources in order to improve the efficiency of our administrative and accounting services as well as our logistical operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the County for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Thompson has completed and included Addendum #6 Revised Attachment B: Compensation Schedule in the subsequent pages of this section.

ADDENDUM #6, REVISED ATTACHMENT "B"

COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	\$ 65.00
Project Manager	\$ 62.50
Deputy Project Manager	\$ 56.00
Operations Manager	\$ 49.00
Field Supervisor	\$ 49.00
GIS Operator	\$ 55.00
Disposal Site Monitor	\$ 35.00
Collection Monitor	\$ 35.00
Citizen Drop-off Site Monitor	\$ 34.00
Billing/Invoicing/Data Manager	\$ 55.00
Load Ticket Data Entry Clerk	\$ 18.50
Project Coordinator	\$ 18.50
GRAND TOTAL	\$ 532.50

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

****Hourly rates cannot exceed FEMA approved rates**

TAB 5

Surveys of Past Performance

Selected References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. *Reference surveys have been completed and included in the following pages.*

Lee County, Florida	2017, 2022, 2024
Disaster Debris Removal Monitoring Kylar Johnson, Public Utilities Manager, Recovery and Resiliency 239-533-8000 kjohnson2@leegov.com	Debris Quantity: 11,089,400 CY 6431 Topaz Ct. Fort Myers, FL 33966
Travis County, Texas	July 2025 – Sept. 2025
Hazardous Site Assessment & Debris Removal Monitoring Emily Ackland, Division Director 541-905-5013 Emily.Ackland@traviscountytexas.gov	Debris Quantity: 185,000 CY 700 Lavaca Street, 5th Floor Travis County Administration Building
City of Tampa, Florida	Oct. – Nov. 2024 / Oct. 2024 – Jan. 2025
Disaster Debris Removal Monitoring Jonathan Kane, Audit & Contracts Supervisor, Solid Waste 813-348-6529 Jonathan.Kane@tampagov.net	Debris Quantity: 1,410,500 CY 4010 West Spruce Street Tampa, FL 33607
Terrebonne Parish, Louisiana	2012, 2019, 2020, 2021, 2024
Hurricane Disaster Debris Removal Monitoring Clay Naquin, Solid Waste Administrator 985-873-6739 cnaquin@tpcg.org	Debris Quantity: 4,697,500 CY 301 Plant Road Houma, LA 70363
Emanuel County, Georgia	Oct. 2024 – May 2025
Disaster Debris Removal Monitoring & Parks Projects L. Guy Singletary, County Administrator 478-237-3881 lgsingletary@emanuelco-ga.gov	Debris Quantity: 2,642,000 CY 124 North Main Street Swainsboro, GA 30401

**Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services**

To: Kylar Johnson, Public Utilities Manager (Name of Person completing survey)

Lee County, Florida (Name of Client Company/Consultant)

Phone Number: 239-533-8000 Email: kjohnson2@leegov.com

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring - Hurricane Milton 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: Current

Contract Start Date: 10/2013 Contract End Date: \$ 3,084,675.00

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Kylar Johnson

Signature of Evaluator: 

Please fax or email the completed survey to: nlehman@thompsoncs.net

Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services

To: Emily Ackland, Division Director (Name of Person completing survey)

Travis County, Texas (Name of Client Company/Consultant)

Phone Number: 541-905-5013 Email: Emily.Ackland@traviscountytexas.gov

Subject: Past Performance Survey of Similar work:

Project name: Debris Removal Monitoring - Severe Storms & Flooding

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: \$ 855,000.00

Contract Start Date: 07/2025 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Emily Ackland

Signature of Evaluator: *Emily Ackland*

Please fax or email the completed survey to: ovao@thompsoncs.net

**Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services**

To: Jonathan Kane, Audit & Contracts Supervisor (Name of Person completing survey)
City of Tampa, Florida (Name of Client Company/Consultant)
 Phone Number: 813-348-6529 Email: Jonathan.Kane@tampagov.net

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring - Hurricanes Helene & Milton 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: \$ 4,800,000

Contract Start Date: 01/2023 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Jonathan Kane

Signature of Evaluator: 

Please fax or email the completed survey to: scarlyle@thompsoncs.net

**Survey Questionnaire – Polk County
RFP 26-012, Disaster Debris Monitoring Services**

To: Clay Naquin, Solid Waste Director (Name of Person completing survey)

Terrebonne Parish, Louisiana (Name of Client Company/Consultant)

Phone Number: 985-873-6739 Email: cnaquin@tpcg.org

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring & Recovery Services - Hurricane Francine 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: \$ 419,882.00

Contract Start Date: 05/2012 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Clay Naquin

Signature of Evaluator: 

Please fax or email the completed survey to: ncounsel@thompsoncs.net

Emanuel

Survey Questionnaire – Polk County

RFP 26-012, Disaster Debris Monitoring Services

To: L. Guy Singletary, County Administrator (Name of Person completing survey)

Emanuel County, Georgia (Name of Client Company/Consultant)

Phone Number: 478-331-2000 Email: lgsingletary@emanuelco-ga.gov

Subject: Past Performance Survey of Similar work:

Project name: Disaster Debris Removal Monitoring & Parks Projects - Hurricane Helene 2024

Name of Vendor being surveyed: Thompson Consulting Services, LLC

Cost of Services: Original Cost: Stand-by Services Contract Ending Cost: \$ 6,094,000.00

Contract Start Date: 10/2024 Contract End Date: Current

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator L. Guy Singletary

Signature of Evaluator: L. Guy Singletary

Please fax or email the completed survey to: scarlyle@thompsoncs.net

TAB 6

Required Forms

Thompson has completed and included the following forms in the subsequent pages of this section.

- Acknowledgement of Firm
- Affidavit Certification of Immigration Laws
- Attachment A – Terms & Conditions
- Employment Eligibility Verification Certification
- Exhibit A – Certifications Regarding Debarment, Suspension, Proposed Debarment & Other Responsibility Matters
- Exhibit B – Certification Regarding Lobbying
- Submittal Page
- Acknowledged Addenda



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Orange
The foregoing instruments was acknowledged before me by means of [X] physical presence or [] online notarization this 12/29/2025 (Date) by Jon Hoyle (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and [X] is personally known to me or [] has produced as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/29/2025 (Date).
[Signature] (Official Notary Signature and Notary Seal)
Briana Gardner (Name of Notary typed, printed or stamped)
Commission Number HH496353 Commission Expiration Date 2-29-2028

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF County OF
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this (Date) by (Name of officer or agent) as (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and [] is personally known to me or [] has produced as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this (Date).
[Signature] (Official Notary Signature and Notary Seal)
(Name of Notary typed, printed or stamped)
Commission Number Commission Expiration Date

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF County OF
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this (Date) By (Name of acknowledging) who personally appeared before me at the time of notarization, and [] is personally known to me or [] has produced as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this (Date).
[Signature] (Official Notary Signature and Notary Seal)
(Name of Notary typed, printed or stamped)
Commission Number Commission Expiration Date

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____(Date) by _____(Name of acknowledging partner or agent) on behalf of _____a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) .
_____(Official Notary Signature and Notary Seal)
_____(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT 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 THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Thompson Consulting Services, LLC

Signature: [Handwritten Signature]
Title: President

Date: 12/29/2025

State of: Florida

County of: Orange

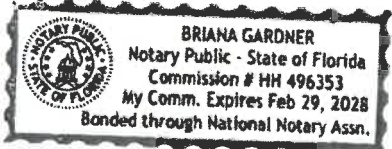
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of December, 2025, by Jon Hoyle (name) as President (title of officer) of Thompson Consulting Services, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: Briana Gardner

Notary Commission Number and Expiration: HH496353 2-29-2028

(AFFIX NOTARY SEAL)



ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Jon Hoyle

Printed Name

President

Title

Thompson Consulting Services, LLC

Company Name

407-792-0018

Phone Number

2601 Maitland Center Parkway

Address

Maitland, FL 32751

City, State, Zip

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: RFP No. 26-012 Disaster Debris Monitoring Services

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 29th day of December, 2025.

ATTEST:

By: 

PRINTED NAME: Mallory Smith

Its: Marketing Assistant

CONTRACTOR:

By: 

PRINTED NAME: Jon Hoyle

Its: President

EXHIBIT "A"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), 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 contractor 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.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor 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 Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:  _____

COMPANY NAME: Thompson Consulting Services, LLC

DATE: 12/29/2025

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

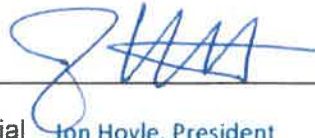
The undersigned Thompson Consulting Services, LLC (Contractor) certifies, to the best of his or her knowledge, that:

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 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, 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 Contractor, 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 Contractor's Authorized Official _____



Name and Title of Contractor's Authorized Official Jon Hoyle, President

Date 12/29/2025

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Thompson Consulting Services, LLC

DBA/Fictitious Name (if applicable): _____

TIN #: 45-2015453

Address: 2601 Maitand Center Parkway

City: Maitland

State: FL

Zip Code: 32751

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jon Hoyle

Phone Number: 407-792-0018

Cell Phone Number: 321-303-2543

Email Address: jhoyle@thompsoncs.net

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Thompson Consulting Services, LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor Signature:  _____

Date: 12/29/2025 _____

December 2, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature



Printed Name:

Jon Hoyle

Title:

President

Company:

Thompson Consulting Services, LLC

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush



Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:



Jon Hoyle

Title:

President

Company:

Thompson Consulting Services, LLC

January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3**

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

From: Ken Brush
To: Tabatha Shirah
New Point of Contact Email: tabathashirah@polkfl.gov

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal.

Signature: _____



Printed Name: _____

Jon Hoyle

Title: _____

President

Company: _____

Thompson Consulting Services, LLC

January 30, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM #4**

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions & Answers and Receiving Date Extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.

Addendum 5 forthcoming, question deadline has closed.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature



Printed Name:

Jon Hoyle

Title:

President

Company:

Thompson Consulting Services, LLC

February 5, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:  _____

Printed Name: Jon Hoyle _____

Title: President _____

Company: Thompson Consulting Services, LLC

February 11, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM #6

RFP # 26-012, Disaster Debris Monitoring Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum..

Contained within this addendum: questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of "RFP 26-012, Addendum 6 - Revised Attachment B," please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 26-012, RFP Attachments", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407 – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Tabatha Shirah
Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature



Printed Name:

Jon Hoyle

Title:

President

Company:

Thompson Consulting Services, LLC

EXHIBIT B - Thompson Consulting Services COMPENSATION SCHEDULE

Hourly Labor Rates for Disaster Debris Monitoring Services
 CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

Table 1: Hourly Labor Rates

Labor Category	Hourly Billing Rate
Principal -In-Charge	\$ 65.00
Project Manager	\$ 62.50
Deputy Project Manager	\$ 56.00
Operations Manager	\$ 49.00
Field Supervisor	\$ 49.00
GIS Operator	\$ 55.00
Disposal Site Monitor	\$ 35.00
Collection Monitor	\$ 35.00
Citizen Drop-off Site Monitor	\$ 34.00
Billing/Invoicing/Data Manager	\$ 55.00
Load Ticket Data Entry Clerk	\$ 18.50
Project Coordinator	\$ 18.50
GRAND TOTAL	\$ 532.50

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

***For items not listed, the County will only pay FEMA approved rates**

****Equipment rates cannot exceed FEMA approved rates**

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|--------------|
| 1. Subcontractor Services | Actual Costs |
| 2. Pre-approved Equipment
(includes purchase and
rental of equipment used in
project) | Actual Costs |

EXHIBIT D

EVENT PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____ as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ Dollars (\$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Monitoring Services Agreement # _____ (the "Agreement") dated _____ between Principal and Obligee for performance of debris monitoring at any County location arising from damage caused by _____, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Agreement granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (Authorized Signature (Principal))

Printed Name: _____

Title of Person Signing Above: _____

Witness: _____

Witness: _____

ATTEST:

SURETY: _____

Attorney in Fact

Printed Name: _____

Business Address: _____

Witness: _____

Witness: _____

NOTE: Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

3000 Sheffield Road
Winter Haven, FL 33880



PHONE: 863-535-2200
FAX: 863-534-7339
www.polkfl.gov

ROADS & DRAINAGE DIVISION

EXHIBIT E

Date: _____
Company Name: _____
Address: _____
Project Manager: _____

Subject: Conditional Notice to Proceed for Disaster Debris Monitoring Services Agreement # _____

This letter serves as Roads and Drainage’s Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for storm _____ in accordance with the Agreement and further detailed below:

A performance bond in the amount of \$ _____ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at tabathashirah@polkfl.gov before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

Roads and Drainage _____
(Authorized signature, title, and date)

I acknowledge receipt of this Notice on: _____ (date)

Name of the Authorized Company Representative: _____

Authorized Signature: _____