

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/17/2022

Contract/Lease Control #: C23-3280-PW

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: TETRA TECH, INC.

Owner/Lessor: OKALOOSA COUNTY SHERIFF'S OFFICE

Effective Date: 11/15/2022

Expiration Date: 3 YEARS W/ (2)- 1 YEAR RENEWALS

Description of Contract/Lease: EMERGENCY DEBRIS MONITORING SERVICES

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 2301 Lucien Way, suite 120 Maitland, FL 32751 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: Axis Surplus Insurance Company		14625
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL0181740604	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP1857085 04	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC254061604 WC185708704	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Cyber Liability Coverage			P-001-000989362-01	10/01/2022	10/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

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

RE: Emergency Debris Monitoring Services RFP PW 57-22

Ocalaosa County, Florida is Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy provisions. General Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Coempensation policies.

CERTIFICATE HOLDER **CANCELLATION**

Ocalaosa County, Florida 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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CONTRACT #: C23-3280-PW
TETRA TECH INC.
EMERGENCY DEBRIS MONITORING SERVICES
EXPIRES: 3 YRS W/ (2)- 1-YR RENEWAL!



AGENCY CUSTOMER ID: 570000036654

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Tetra Tech, Inc.	
POLICY NUMBER See Certificate Number:			
CARRIER See Certificate Number:	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Should any of the above described policies be canceled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy. Stop Gap Coverage for the following states: OH, WA, WY, ND

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: TETRA TECH, INC.</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



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Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PRGRAM.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.



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Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



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Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PRGRAM.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.



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Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-04	10/01/2022	10/01/2023		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 1817406-04

Effective Date: 10/01/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph B.1. or Paragraph B.2. above.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Location(s): EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED, OWNED OR RENTED BY THE NAMED INSURED.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

POLICY NUMBER: WC 2540616-04

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
WI	61

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.



TETRA TECH, INC.

Unique Entity ID E3QKBMJ7H9K7	CAGE / NCAGE 0YEM5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 16, 2023	
Physical Address 1 S Wacker DR STE 3700 Chicago, Illinois 60606-4651 United States	Mailing Address 1 S Wacker DR STE 3700 Chicago, Illinois 60606-4651 United States	

Business Information

Doing Business as (blank)	Division Name Tetra Tech, Inc. - Emi	Division Number (blank)
Congressional District Illinois 07	State / Country of Incorporation Delaware / United States	URL WWW.Tetratech.com

Registration Dates

Activation Date Dec 21, 2021	Submission Date Dec 17, 2021	Initial Registration Date Jan 30, 2017
--	--	--

Entity Dates

Entity Start Date Feb 5, 1980	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE 078E8	Legal Business Name TETRA TECH, INC.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0YEM5

Points of Contact

Electronic Business

⌘ Pat Izzo 1 S Wacker Drive STE 3700
Chicago, Illinois 60606
United States

Government Business

⌘ Jack Brunner 1 S Wacker Drive STE 3700
Chicago, Illinois 60606
United States

Ed Sussenguth 1999 Harrison ST STE 500
Oakland, California 94612
United States

Past Performance

⌘ Ed Schuessler 1 S Wacker Drive STE 3700
Chicago, Illinois 60606
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541620	Environmental Consulting Services
	541330	Engineering Services
	541611	Administrative Management And General Management Consulting Services
	541618	Other Management Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562910	Remediation Services
	924110	Administration Of Air And Water Resource And Solid Waste Management Programs

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Any Counties (blank) Metropolitan Statistical Areas (blank)



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

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer

BROWNLIE, WILLIAM R

3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, Chief Information Officer

Christensen, Craig L
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President

Shoemaker, Leslie L
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller

Carter, Brian N
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Lewis, J. Christopher
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Haden, Patrick C
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Thompson, J. Kenneth
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E
3475 E FOOTHILL BLVD
PASADENA, CA 91107

Title Director

Volpi, Kirsten M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.
4967 U.S. Hwy 42
Ste. 210
Louisville, KY 40222

Title Director

Maguire, Joanne M.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President and President of the Client Account Management Division and Commercial/International Services Group

Amidon, Derek G
4750 W. 2100 South
Ste. 400
Salt Lake City, UT 84120

Title Senior Vice President, President of the Government Services Group and President of the United States Government Division

Argus, Roger R.
1230 Columbia Street
Suite 1000
San Diego, CA 92101

Title Senior Vice President and President of the Canada and South America Division

Teufele, Bernard
14940 123 Avenue
Edmonton, AB T5V 1B4 CA

Title Secretary

Hopson, Preston
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP, Enterprise Risk Management

O'Rourke, Brendan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President of the Resilient and Sustainable Infrastructure Division

Hudkins, Jill
201 E. Pine Street
Suite 1000
Orlando, FL 32801

Title Treasurer

Wu, Jim
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Annual Reports

Report Year	Filed Date
2020	01/02/2020
2021	01/04/2021
2022	01/03/2022

Document Images

01/03/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: RFP PW5722 Tracking Number: 4957-23
 Procurement/Contractor/Lessee Name: Tetra Tech, Inc Grant Funded: YES NO
 Purpose: Emergency Debt's Monitoring Services
 Date/Term: 3 years w/ (2) 1 year renewals 1. GREATER THAN \$100,000
 Department #: 4399 2. GREATER THAN \$50,000
 Account #: 599090 3. \$50,000 OR LESS
 Amount: \$ Est: \$487,300⁰⁰ NTE: 1 Mil
 Department: Public Works Dept. Monitor Name: Jason Autrey
 (per Event)

Purchasing Review

Procurement or Contract/Lease requirements are met:
Jessica Darr Date: 2 NOV, 2022
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: See Email Grant Name: FEMA Grant
Suzanne Ulla at 3:09pm Date: 31 Oct, 2022
 Grants Coordinator

Risk Management Review

Approved as written: See Email
Lydia Garcia at 11:05AM Date: 28 Oct, 2022
 Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: See Email
Kerry Parsons at 2:01pm Date: 1 Nov, 2022
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: See presentation Date: 10 June, 2022
Jim Reece Form attached

IT Review (if applicable)

Approved as written: NA NA Date: NA

Jesica Darr

From: Suzanne Ulloa
Sent: Monday, October 31, 2022 3:09 PM
To: Jesica Darr
Subject: RE: Expedited Request _ Tues 1 Nov RFP PW 57-22 Emergency Monitoring Services
Attachments: RFP PW 57-22 Draft Contract V1 Dated 27 October 2022.docx; ATTACHMENTS to RFP PW 57-22 Emergency Debris Monitoring Services.pdf

Approved,

Suzanne Ulloa

Purchasing & Grants Coordinator
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: (850) 689-5960
DIRECT EXT. 6971



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, October 27, 2022 3:35 PM
To: kparsons@ngn-tally.com; Suzanne Ulloa <sulloa@myokaloosa.com>; Lydia Garcia <lgarcia@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Expedited Request _ Tues 1 Nov RFP PW 57-22 Emergency Monitoring Services

Good Afternoon, All !

Please see the attached draft contract for your review and approval. The word document is only the contract for signature. The PDF file displays the Attachments that are referenced in the contract

We kindly ask that you expedite your review, if possible. Please send back approval by Tuesday, 1 November 2022. We are aiming to send this to the 15 November board for signature.

Suzanne ~ please send me a copy of the grant when you have a moment.

Please let me know if you have any questions.

Thanks so much! Have a good weekend!

Jesica Darr

From: Lydia Garcia
Sent: Friday, October 28, 2022 11:05 AM
To: Jesica Darr
Cc: Lynn Hoshihara; Suzanne Ulloa; DeRita Mason
Subject: RE: Expedited Request _ Tues 1 Nov RFP PW 57-22 Emergency Monitoring Services
Attachments: ATTACHMENTS to RFP PW 57-22 Emergency Debris Monitoring Services.pdf; RFP PW 57-22 Draft Contract V1 Dated 27 October 2022.docx

The attached is approved by Risk Management for insurance purposes.



Kind Regards,

Lydia Garcia
Public Records Request & Contracts Specialist

OKALOOSA COUNTY BCC

Risk Management
Direct: 850.689.4111
Fax: 850.689.5973 |
Email: riskinfo@myokaloosa.com

302 N. Wilson St. Suite 301
Crestview, FL 32539

<https://myokaloosa.com/>

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Thursday, October 27, 2022 3:35 PM
To: kparsons@ngn-tally.com; Suzanne Ulloa <sulloa@myokaloosa.com>; Lydia Garcia <lgarcia@myokaloosa.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Expedited Request _ Tues 1 Nov RFP PW 57-22 Emergency Monitoring Services

Good Afternoon, All !

Please see the attached draft contract for your review and approval. The word document is only the contract for signature. The PDF file displays the Attachments that are referenced in the contract

We kindly ask that you expedite your review, if possible. Please send back approval by Tuesday, 1 November 2022. We are aiming to send this to the 15 November board for signature.

Suzanne ~ please send me a copy of the grant when you have a moment.

Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, November 1, 2022 2:01 PM
To: Jesica Darr
Cc: Lynn Hoshihara; Jane Evans
Subject: RE: Final approval requested RE: Expedited Request _ Tues 1 Nov RFP PW 57-22
Emergency Monitoring Services

Fantastic! Purchasing will still need to fill out the reasonable cost analysis form in accordance with the purchasing policy, it is a one page form that is attached to the manual – essentially you will just explain what you did in the email below as it relates to the pricing and that it is reasonable and have someone sign it. As revised this contract is approved for legal purposes.

Have a good day,
Kerry

Kerry A. Parsons, Esq.
**Nabors
Giblin &
Nickerson**
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, November 1, 2022 2:50 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: lhoshihara@myokaloosa.com; Jane Evans <jevans@myokaloosa.com>
Subject: Final approval requested RE: Expedited Request _ Tues 1 Nov RFP PW 57-22 Emergency Monitoring Services

Kerry,

Good Afternoon, Ma'am !

Thank you for the quick response !

- 1). The original federal procurement language is incorporated into the copy of the Contractor's proposal; however, to be on the safe side, I added it inside the PDF attachment on pages 27 to 42.
- 2). Here is the language within the last contract for the compensation cap : " The maximum contract sum payable by the County to Contractor for services performed under this Agreement shall not exceed \$1,000,000. "
- 3). We are running the SAM print out.

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Solicitation Title: Emergency Debris Monitoring Services Date: 06/13/2022

Requesting Department: PW-Waste Resources

Department Point of Contact: Jim Reece Director/Manager Approval

Office: 850-609-6168 Cell: 850-978-1063 Email: jreece@myokaloosa.com

Solicitation Type (Please Check Service Type and Solicitation Type)

Construction Engineering Specification Service Prof Service General

Invitation to Quote (ITQ): Requires at least three quotes and is based on lowest most responsive price. (Under \$50,000)

Invitation to Bid (ITB): Based on lowest most responsive price. (Over \$50,000)

Request for Proposal (RFP): Based on qualifications and price.

Invitation to Negotiate (ITN): Based on qualifications and price/uses negotiations to receive the best responses.

Request for Qualifications (RFQ): Based on qualifications only. Florida CCNA Federal Brooks Act may apply. CCNA compliance, Applies to Engineers, Architects, and Surveyors.

Compliance with Florida's CCNA or the Federal Brooks Act required? Yes No

Is there a schedule deadline for delivery/completion or phases/milestones? Please specify:
(Schedule of phases and milestones are aligned to a work breakdown structure and are included in the SOW)

Pre-Bid Meeting: Yes No Mandatory: Yes No

Bonding Required: Yes No Bond Type (performance, bid, etc): Select Type

Davis Bacon Required: Yes No

Buy America Required: Yes No

Other special provisions required for solicitation? If yes, describe below. If no, enter N/A.

Liquidated Damages/Retainage: _____

Previous/Current Contract Number: C17-2618-PW Expiration Date: 09/19/2022

Okaloosa County Purchasing Department

Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Budget and Funding Information

Funding Source? Please specify Funding Type (COUNTY, FEMA, FAA, FTA, FDOT etc.):
 County (10%), FEMA (80%), FDEM (10%)

If Grant funded, provide grant title/number: _____

If Grant not awarded/final, describe solicitation status and/or funding options:

Grantor approval/concurrence required before advertising or at contract approval process?

Yes No N/A

Project Number, if applicable: _____

Department	Account Number	Amount
4399	599090	\$507,900.00
Estimated Budget		507900

Independent Cost Estimate (ICE) accomplished and provided? Yes No

(Independent Cost Estimate, if required, due prior to solicitation deadline.)

Scope of Work Development

Intent/Scope of Work Summary Statement (Attach Word® format document if required):

GENERAL SCOPE OF WORK: Okaloosa County requests proposals for Emergency Debris Monitoring Services by individuals and/or organization(s):

GENERAL

- Okaloosa County requires the support of contract debris monitors following a disaster. The contract monitors are necessary to support the debris removal from public rights-of-way and public property, monitoring the reduction and disposal sites, as well as provide monitors to ensure debris management plan and contracts are

Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Other Requirements

Specify Insurance Requirements: Select Type
(Choose from the risk management template choices)

Specify Terms of Resulting Contract/Agreement: 3 years with two 1 year renewals
(Term of performance - usually 3 years with two 1 year renewals)

Consultant assisting with Scope of Work, Cost Estimate, or providing supporting documents for solicitation? Yes No Consultant Name: _____

IT requirements: Yes No. If yes, please have IT sign off on scope prior to submittal to Purchasing. _____

Potential Vendors for Project

Tetra Tech Disaster Recovery. See 2017 bid respondents.

Purchasing Use Only

Approved for Advertising: _____ Date: _____
Signature

Assigned to: _____

Solicitation Number: _____

Okaloosa County, Florida
 Emergency Debris Monitoring Services
 Estimate of Probable Cost
 Developed by Jim Reece, Okaloosa County Public Works
 June 2022

TASK	UNIT	QTY	UNIT COST	EXTENDED COST
Project Manager	Hour	120	\$80.00	\$9,600.00
Operations Manager	Hour	960	\$60.00	\$57,600.00
Data Manager	Hour	100	\$64.00	\$6,400.00
GIS Analyst	Hour	100	\$67.00	\$6,700.00
Field Supervisor	Hour	400	\$49.00	\$19,600.00
Debris Site/Tower Monitors	Hour	2,000	\$38.00	\$76,000.00
Collection Monitor	Hour	8,600	\$38.00	\$326,800.00
Data Entry Clerk/Clerical	Hour	0	0	0
Billing/Invoice Analysts	Hour	100	\$52.00	\$5,200.00
			TOTAL COST	\$507,900.00

Notes:

The above 2022 RFP pricing is estimated by taking the 2017 numbers and adding a 3% CPI for each subsequent year (estimated at \$507,900.00). The above numbers are based on a Cat 1 or 2 Hurricane. We would anticipate a Cat 3 or 4 Hurricane resulting in a cost for monitoring services of about \$1,000,000.

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 15th, day of November, 20 22, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Tetra Tech, Inc., a authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 95-4148514.

RECITALS

WHEREAS, the County is in need of a contractor for Emergency Debris Monitoring Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County, on as needed basis, in accordance with Attachment "A" – Contractor's Proposal, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

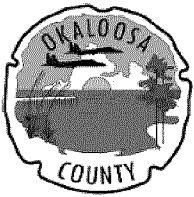
1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP PW 57-22 and Contractor's Proposal;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Compensation- Cost Fee Schedule
Attachment "E" – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services, Emergency Debris Monitoring Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A"- Contractor's proposal and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall when all parties have signed, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate

CONTRACT #: C23-3280-PW
TETRA TECH INC.
EMERGENCY DEBRIS MONITORING
SERVICES
EXPIRES: 3 YRS W/ (2)- 1-YR RENEWAL!



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 15, 2022
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jeffrey Hyde
SUBJECT: Contact approval with Tetra Tech, Inc. for Debris Monitoring Services in the event of an emergency.
DEPARTMENT: Purchasing
BCC DISTRICT: All

STATEMENT OF ISSUE: Request approval of contract with Tetra Tech, Inc. for Emergency Debris Monitoring Services

BACKGROUND: A Request for Proposals (RFP) for Emergency Debris Monitoring Services was issued with an opening due date of September 15, 2022. Purchasing received six (6) responses to the solicitation. After review by Purchasing, Public Works Department and the Standing Review Committee, Tetra Tech, Inc. was found to have submitted the most responsive and responsible proposal. The Intent to Award was issued on October 14, 2022 and all parties were notified that Tetra Tech, Inc. was selected. The contractor shall provide debris management and monitoring services in the event of a disaster, in accordance with applicable FEMA guidelines.

FUNDING SOURCE:

Department # 4399

Account # 599090

Amount: Not To Exceed \$1,000,000.00 and with Okaloosa County Board of County Commissioners Approval (per event)

OPTIONS: Approve/Deny

RECOMMENDATIONS: Motion to approve contract with Tetra Tech, Inc. for Emergency Debris Monitoring Services

RECOMMENDED BY:

APPROVED BY:



John Hofstad, County Administrator 11/8/2022

AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND
CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 15th, day of November, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Tetra Tech, Inc., a authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 95-4148514.

RECITALS

WHEREAS, the County is in need of a contractor for Emergency Debris Monitoring Services (“Services”); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County, on as needed basis, in accordance with Attachment “A” – Contractor’s Proposal, as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – Procurement RFP PW 57-22 and Contractor’s Proposal;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Compensation- Cost Fee Schedule

Attachment “E” – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services, Emergency Debris Monitoring Services. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A”- Contractor’s proposal and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall when all parties have signed, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County’s ability to terminate

in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in accordance with Attachment "A"- Contractor's Proposal and Attachment "D" – Compensation- Cost Fee Schedule. Contractor may not exceed one million dollars (\$1,000,000.00) per emergency without written consent by the County in advance in writing. If Contractor exceeds the dollar amount set forth in the sentence above, without first receiving written consent by the County, Contractor acknowledges that it does so at its own risk.

a. Contractor shall submit an invoice to the County upon monthly service. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the Florida Local Government Prompt Payment Act any disputes related to payments will be handled in accordance with the Florida Local Government Prompt Payment Act, dispute resolution procedures. A link to the relevant statutes listing the dispute resolution procedures is:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0218/0218PartVIIContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20218%2D%3EPart%20VII

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in

Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. In addition, the County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by the County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The County shall have the right to offset from any amounts due to Contractor under this Agreement or any other contract between the County and Contractor all damages, losses, costs or expenses incurred by County as a result of such event of default and due from Contractor pursuant to the terms of this Agreement or any other contract.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
 - iii. Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- b. Alternatively, prior to a default being issued by the County to the Contractor, the County may, at its sole discretion, seek a dispute resolution procedure to resolve issues that prove difficult to resolve. The County is not obligated to follow this alternative procedures should it determine, in its sole discretion, it is more appropriate to issue a notice of default. If the County chooses to proceed with an alternative dispute resolution procedure, the parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that the County chooses to send through the dispute resolution proceedings, which issue cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when the County sends the Contractor a written notice of dispute. The period for informal negotiations shall be five (5) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute

cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within ten (10) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract,

the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jason Autrey 1759 S. Ferdon Boulevard Crestview, FL 32536 jautrey@myokaloosa.com Phone: (850) 689-577	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Jonathan Burgiel 2301 Lucien Way, Suite 120 Maitland, Fl 32751 Tdr.contracts@tetrattech.com 321-441-8501	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need

to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

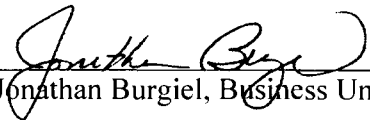
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

TETRA TECH, INC.:



Signature


BY: 

Jonathan Burgiel, Business Unit President

Ralph Natale, Director, Post Disaster Programs
Print Name

ATTEST

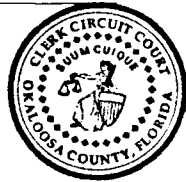
OKALOOSA COUNTY, FLORIDA

BY: 

J.D. Peacock, Jr., Clerk

BY: 

Mel Ponder, Chairman





REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

<u>RFP TITLE:</u> Emergency Debris Monitoring Services	<u>RFP NUMBER:</u> RFP PW 57-22
<u>ISSUE DATE:</u>	August 16, 2022 8:00 A.M. CST
<u>LAST DAY FOR QUESTIONS:</u>	August 31, 2022 3:00 P.M. CST
<u>RFP DUE DATE & TIME:</u>	September 15, 2022 3:00 P.M. CST

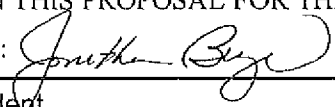
NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Tetra Tech, Inc.
MAILING ADDRESS 2301 Lucien Way
Suite 120
CITY, STATE, ZIP Maitland, FL 32751
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 95-4148514
TELEPHONE NUMBER: (321) 441-8511 EXT: n/a FAX: (321) 441-8501
EMAIL: TDR.contracts@tetrattech.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED Jonathan Burgiel
OR PRINTED NAME
TITLE: Business Unit President DATE September 14, 2022

Rev: September 22, 2015

**RFP PW 57-22
Emergency Debris Monitoring Services
Attachment "A" - Procurement
RFP PW 57-22 and Contractor's
Proposal**

NOTICE TO BIDDERS

CONSTRUCT SHADE CANOPIES
at
DESTIN-FORT WALTON BEACH AIRPORT (VPS)
OKALOOSA COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until **30 November, 2022 3 P.M. C.S.T. to CONSTRUCT SHADE CANOPIES.**

Okaloosa County (COUNTY) and its Airport Department (AIRPORT) desire to perform the following improvements:

1. Covered sidewalks at secondary curb: Construction of the tensile fabric shade canopy system along the secondary curb will consist of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. The canopy length is approximately 435 feet long. Approximately 300 feet of the sidewalk will be replaced with new concrete slabs. The existing sidewalks will be replaced or repaired. Gutters and downspouts will also be included along with new lighting and landscaping.
2. Covered walkways, primary to secondary curbs: These concrete walkways are 15 feet wide and 143 feet long. Select number of oak and crape myrtle trees along these walkways will be removed to alleviate future maintenance needs. However, existing palm trees will remain in place. In addition, and as a part of this element, the existing flagpole will be relocated. Canopy construction will consist of a pre-engineered structural steel truss/frame supported by steel columns to support a coated tensile fabric shade canopy system. Two of the walkways will also be reconstructed due to age and root damage. Gutters and downspouts will also be included, along with new lighting system and landscaping.
3. Covered crossings: Coverage will be provided for the three traffic lane crossings consisting of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. These canopies will have gutters and downspouts to direct rainfall away from vehicles and pedestrians. The canopies will provide a standard FHWA vertical clearance of 16 feet above the existing raised walkway. Since the eaves of the existing terminal canopy system are approximately thirteen (13) feet above ground, the new canopy crossing will be constructed above the existing building.
4. Rehabilitate existing canopies: The maintenance of the existing canopies includes the removal of the multiwall polycarbonate panel material, sandblasting/cleaning, replacement and/or repair of compromised connections of the structural steel frame members, re-coating the entire surfaces with corrosion resistant epoxy paint, and installation of new roofing material.

Impacts to existing airport facilities that will be incurred include: none

Funding for this project is being provided by Okaloosa County and the Florida Department of Transportation (FDOT) and will be subject to all applicable County and State requirements.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

A non-mandatory Pre-Bid Conference will be conducted in-person [located at 1701 State Road 85 North, Eglin A.F.B. 32542-1498 on 2nd Floor, Conference room 1] and simultaneously through a Zoom meeting on 7 November, 2022 10 A.M. C.S.T. All interested attendees must e-mail the following e-mail address for further link, login and password instructions. For further information e-mail jdarr@myokaloosa.com

Unless otherwise stipulated in the bid/proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **30 November, 2022 3 P.M. C.S.T.** at which time all bids that are timely submitted will be opened and reviewed.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For this solicitation, ITB AP 03-23, please contact:

Jesica Darr, Contracts and Leases Coordinator

jdarr@myokaloosa.com , 850-689-5960

DeRita Digitally signed
by DeRita Mason
Mason Date: 2022.10.27
14:39:28 -05'00'

DeRita Mason
Sr. Contracts and Lease Coordinator

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

PROPOSAL REQUIREMENTS

PROPOSAL #: RFP PW 57-22

PROPOSAL ITEM: Emergency Debris Monitoring Services

BACKGROUND:

Okaloosa County (the "Owner") is a coastal community and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency and other service traffic. It is in the best interest of the Owner to enter into a pre-event agreement for a term of 5 years with a firm to provide debris management and monitoring services in the event of a disaster.

The term eligible debris contained within the entire document shall refer to eligible debris as in accordance with FEMA guidelines.

NOTE: Okaloosa County reserves the right to award to multiple vendors.

GENERAL SCOPE OF WORK: Okaloosa County requests proposals for Emergency Debris Monitoring Services by individuals and/or organization(s):

GENERAL

1. Okaloosa County requires the support of contract debris monitors following a disaster. The contract monitors are necessary to support the debris removal from public rights-of-way and public property, monitoring the reduction and disposal sites, as well as roving monitors to assure debris management plan and contracts are effectively and efficiently implemented.
2. Within 72 hours of notification, the Contractor shall be able to provide adequate number of qualified personnel (all personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States) to monitor 30 debris removal sites and 5 reduction/disposal sites along with associated roving monitors. The Contractor will be required to increase or reduce its staffing from this point depending on severity of debris generating event.
3. The Contractor shall provide all monitors with appropriate personal protective equipment to include but not limited to eye protection, hearing protection, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, State and local requirements.
4. The Contractor shall provide a mandatory debris monitor training session for all its supervisors and monitors prior to the start of the first shift.
5. The Contractor shall provide all transportation and communication equipment necessary to

remain in contact with County and Contractor Staff, and all required logistical support.

6. Immediately following the storm, Contractor will establish points of contact with contractors, geographically divide Okaloosa County by zone, assign contractors to zones at the direction of the County and identify temporary disposal staging and reduction sites (TDSRS).
7. The Contractor will establish a Debris Management Center in the south end of Okaloosa County to include Call Center Hotline for public information. In the event of a catastrophic event, the County will assist the Contractor in obtaining a location outside of the south end of Okaloosa County.
8. All monitoring will be done in compliance with FEMA Guidelines and will abide by any Okaloosa County Emergency Management Requirements.
9. The contractor shall reference FEMA procedures to ensure the company is familiar with FEMA requirements prior to beginning work. In particular, the contractor will be guided by the FEMA Public Assistance Debris Monitoring Guide of March 2021 (or a later version should one be published and effective at date and time services are provided.) Presently located on-line at https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf
10. All monitors shall have GPS capability for the purpose of recording exact locations of debris removal and validating the progress of debris removal; ex: ...documenting a street is cleared on a last pass.
11. The contractor shall implement a conflict resolution process needs to be included in the contract for debris removers. When the contractor hires personnel it shall include specific performance measures included in the termination clause of the laborer's contract. The documentation for reimbursement should include the following list of documents:

Personnel, assignment, duties and responsibilities;
Timesheets;
Debris monitoring reports;
Debris totals (CY and tonnage);
DMS reports
Exception reports (when debris monitoring reveals problems with debris operations);
Truck/Trailer Certification reports, including photographic evidence;
Geographic information system (GIS) planning and progress reports;
Any necessary evaluations of historic and/or environmentally sensitive areas;
Debris progress reports;
Safety report.

LOADING SITE MONITORING SERVICES

1. The function of the Load Site Monitors is to issue debris load tickets for **eligible** debris cleared and removed at locations designated by the Debris Management Center.
2. Contractor shall within 72 hours be prepared to provide qualified on site personnel to monitor debris removal operations at up to thirty (30) debris loading sites located throughout Okaloosa County. Additional sites may be added as debris removal efforts increase. Each loading site will operate up to 14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by County Debris Manager in coordination with the debris removal contractor.

- a. **Urban Area Monitoring Sites** - Contractor will provide minimum of one (1) Load Site Monitor per crew or loader depending on the type of mechanical equipment utilized. Load tickets will be issued in accordance with established procedures and as a minimum must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the reduction/disposal site by the Disposal Site Monitor.
 - b. **Citizen Drop-off Sites** - Contractor will have Load Site Monitors stations at each citizen drop-off site being operated by the debris removal and disposal Contractor. Citizen drop-off loading sites must be identified by the removal Contractor and coordinated with the County Debris Management Center the day before. A minimum of one Load Site Monitor will be stationed at the actual loading site and will issue a load ticket to each driver in accordance with established procedures that validates where the material originated and that it is eligible for pickup. The load ticket must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the disposal site by the Disposal Site Monitor.
3. Contractor shall provide all management, supervision, labor, transportation, safety and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, rights-of-way, and public property within Okaloosa County.
 4. Contractor shall provide a minimum of one Loading Site Monitors per site per day for a 12- 14 hours shift.

DEBRIS REDUCTION/DISPOSAL SITE MONITORING SERVICES

1. The function of the Reduction/Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to the reduction/disposal site for processing, storage and disposal. A shift may be up to 14 hours.
2. Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet high.

ROVING DEBRIS MONITOR SERVICES

1. The function of the Roving Debris Monitors is to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in Okaloosa County.
2. Contractor shall provide at least one monitor for the area north of Eglin Air Force Base and one monitor for the area south of Eglin Air Force Base to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The roving monitor(s) must be prepared to operate approximately 10 - 12 hours per day, 7 days per week. Additional roving monitors may be required as needed with approval of the County.
3. Contractor shall provide all management, supervision, labor, transportation and equipment necessary to monitor the operations of the debris removal and disposal Contractor, and shall report all safety violations to the County Project Manager.
4. Roving Debris Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet or higher.

OPERATIONAL REQUIREMENTS

1. **General Operating Procedures** - The County has hired a Contractor(s) to remove and transport disaster debris from the public rights-of-way and public property within Okaloosa County to designated debris reduction/disposal sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Contractor shall provide the load tickets to be used. The following guidance provides the basic procedure for completing the load tickets. Revised procedures, if necessary, may be established by the Contractor, in coordination with the County, and shall be followed by the Contractor in lieu of the following procedure.
2. **Load Ticket Section 1** - The Debris Load Site Monitor will be responsible for completing the appropriate information on the load ticket. The Load Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information required in the Reporting Section.
3. **Load Ticket Section 2** - The Reduction/Disposal Site Monitor is responsible for completing the remaining sections of the load ticket. The Reduction/Disposal Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.

The Reduction/Disposal Site Monitor will indicate the name of the debris reduction site and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Reduction/Disposal Site Monitor will sign in the designated block. The Reduction/Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the Debris Removal Contractor's representative at the reduction/disposal site. The Reduction/Disposal Site Monitor's copy will be turned into their supervisor at the end of each day. These are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction/disposal site Contractor and to the debris hauling Contractor. The reduction/Disposal Site Monitor will maintain an appropriate log.

4. **Operational Requirements of Roving Monitor(s)**
 - a. The Roving Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.
 - b. The Roving Monitor(s) will be the "eyes and ears" in the field for the Contractor. Therefore, their observations and reports must be backed up with digital photographs whenever possible.
 - c. The Roving Monitor(s) are expected to make multiple visits to all loading sites and disposal sites on a random daily basis.

REPORTING

1. The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of

each shift. The Contractor shall also be responsible for entering all data into a daily and master spread sheet, preferably in Microsoft Office Access, as well as maintaining original load tickets and logs. Daily summaries will be submitted to the County within one day. Additionally, all finalized data and tickets will be provided to the County upon completion of the project.

2. The Loading Site Monitors will also maintain a daily log including the following information:
 - a. Loading Site Monitor's Name
 - b. Supervisor's Name
 - c. Number of Load Tickets issued during the shift
 - d. Starting load ticket # _____ Ending load ticket # _____
 - e. Any problems encountered or anticipated
 - f. Debris site delivered to
3. The Reduction/Disposal Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the County no later than 10:00 a.m. the following day.
4. The Reduction/Disposal Site Monitors will maintain a log that contains the following information:
 - a. Debris reduction/disposal site location
 - b. Reduction/Disposal Site Monitor's Name
 - c. Supervisor's Name
 - d. Truck/trailer number and volume of debris hauled into the site
 - e. Cumulative total of debris delivered at the site during the shift.
 - f. Any problems encountered or anticipated
5. The Roving Monitor(s) will be responsible for completing the Debris Removal/Loading Site Monitoring Checklist provided by the County Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.
6. The Roving Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The Supervisor will keep County Debris Manager informed of situations that impact the execution of the debris removal contract.
7. The supervisor will collect all written reports and provide a copy to the County Debris Manager by 5:00 p.m. the following day.
8. The Contractor will provide Monitors with a means of communications (cell phones, radio, etc.) to contact their supervisor or the Debris Management Center in the event of any problems that occur.

Monitors should not argue with truck drivers or other Contractor personnel. They are advised to wait until a supervisor arrives on site to resolve the problem.

TRUCK CERTIFICATION

1. Contractor, measures, records, and photo documents debris hauling trucks. Truck capacity is data-based. Capacity database drives office data preparation for FEMA project worksheet generation.
2. Trucks are assigned a unique number. If truck is re-measured it must receive a new number. Truck number and capacity are clearly labeled on all trucks retained by Okaloosa County to remove debris.
3. Hard and electronic copies of truck certification are filed on behalf of Okaloosa County for FEMA and other federal audits.

BEACH RESTORATION

1. Contractor will assist in the development of a beach restoration program. This includes cost and quality analysis of various sand sources and recovery methods.
2. Contractor will monitor the recovery and screening of debris laden sand, and placement of clean-sand back onto the beach. If more cost effective, Contractor will monitor the transportation of sand from a remote source to restore the beach. Ticketing and documentation will be tailored to Okaloosa County's beach re-nourishment contract. Ticketing will be conducted and data-based using the same QA/QC procedures utilized with debris removal monitoring.
3. Documentation of the work will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

HAZARDOUS TREE REMOVAL

1. Contractor monitors are trained to identify dangerous hanging limbs, leaning trees and uprooted stumps that present an imminent threat to public health and safety and report the location of same to the County Monitor. The County Monitor will determine and advise if further documentation is required (pictures, measurements, location, etc.)

DEMOLITION PROGRAMS

1. If necessary, Contractor will work with Okaloosa County to implement a demolition program for structures destroyed by an event.
2. Contractor will ensure that all County ordinances are followed and that all necessary documentation is collected and recorded.
3. Contractor will serve as the liaison between demolition contractors, FEMA, building inspectors, and the Florida Department of Environmental Protection. Demolition and debris removal will be monitored according to Okaloosa County's contract. The selected company shall coordinate with the County to set up a system of forms to be used in the event of activation of this contract.
4. Documentation of demolition program will be data-based and filed as support documentation for

FEMA reimbursement and contractor invoice reconciliation. The Contractor will provide assistance to the County as needed in completing any and all forms necessary for reimbursement from State or Federal agencies.

5. Contractor will work with Okaloosa County and FEMA to identify scopes of work to remove vegetative hazards.
6. Vegetative hazard removal will be monitored according to Okaloosa County's contract.
7. Documentation of vegetative hazard removal will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

RIGHT OF ENTRY WORK

1. Sand recovery, vegetative hazard removal and demolition programs often times require for a County to instruct its contractors to perform work on private property. If this is necessary in Okaloosa County, Contractor will:
 - a. Manage the administration, mailing and collection of Right of Entry documentation.
 - b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
 - c. Monitor and document the work for reimbursement and reconciliation purposes.
 - d. Serve as Okaloosa County's public relations representative on site as working is being performed.

PUBLIC INFORMATION

1. Contractor will provide the necessary labor and equipment to operate a call center to communicate a consistent message regarding the debris removal progress and programs to Okaloosa County residents.
2. Contractor will assist Okaloosa County public information staff in preparing public service announcements and other media as necessary.

REIMBURSEMENT APPEALS

1. Contractor will assist the County in preparing appeals for any funds that are deemed non-reimbursable by FEMA.

SAFETY

1. The Contractor's Loading Site Monitors and Reduction/Disposal Site Monitors must wear required safety equipment whenever on the site. The following are mandatory: hard hat, reflective vest, work boots, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

2. The Contractor will maintain a telephonic contact list at each loading site and reduction/disposal site of the Contractor's supervisor, County Debris Manger, County Debris Management Center and nearest fire, police and emergency medical facilities.
3. The Contractor will ensure that Contractor personnel adhere to the debris reduction site Contractor's safety requirements.

OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County Debris Management Center before commencing work.
3. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.
4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Okaloosa County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. **Meetings** - The Contract must attend any and all meetings required by County Debris Manager to evaluate the performance of all monitors.
6. **Quality Assurance** - The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract. The work will be closely monitored.
7. **Travel** - All travel expenses must be incorporated into the hourly rates charged for services. No additional travel or per diem will be paid
8. **Mobilization**- The Contractor must indicate the time it will take upon receiving a Notice to Proceed; to fully staff the project (provide response below).

PROPOSAL FORMAT

Please provide the following information:

Part I – Company Profile

A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with Owner.

Part II – Experience

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last seven (7) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past seven (7) years, including at least two (2) projects involving removal of at least 500,000 cubic yards of debris each. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance

Part III – Personnel

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

Part IV – Conflicts

All Respondents must certify that Respondent, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Has Respondent had a contract related to debris removal cancelled within the past seven years? If so, state the name and address of the other contracting party and reason.

Part V – Technical Approach

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors.

Part VI – References

The respondent shall provide references for three debris projects of 500,000 cubic yards or more performed over the past seven years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

Part VII- Key Staff

Provide the name and residence of the proposed:

- a. Closest office
- b. Principle in charge
- c. Local On Site Project Manager
- d. Data Collection Manager

Part VIII- Capacity

Capacity to perform services timely for the Owner is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities.. Provide current obligations of Respondent, including time schedules and staff committed.

Part IX -- Cost Fee Schedule

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up receiving approval from Owner. Proposer may also include additional, optional positions and services.

<u>POSITIONS</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Project Manager	\$ _____	120	_____
Operation Managers	\$ _____	960	_____
Data Manager	\$ _____	100	_____
GIS Analyst	\$ _____	100	_____
Field Supervisor	\$ _____	400	_____
Debris Site/Tower Monitors	\$ _____	2,000	_____
Collection Monitor	\$ _____	8,600	_____
Data Entry Clerk/Clerical	\$ _____	100	_____

PROPOSAL PREPRATION INSTRUCTIONS

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

The submittals will be reviewed by a Selection Review Committee appointed by the Board of County Commissioners. Responses should be responsive to the items identified in this RFP and contain no more than 40 pages, #12 font minimum. The 40-page maximum excludes the cover, table of contents, and copies of required forms.

The Committee will review the Responses received unless determined to be non-responsive or non-responsible. The Committee will rank each Response based on the scoring criteria provided below which demonstrate firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload, and the overall adherence to the RFP. At the sole discretion of the Selection Review Committee, oral presentations may be requested from the top ranked firms.

The top ranked firm will be recommended to the Board of County Commissioners for approval. If the Board of County Commissioners agrees with the Selection Review Committee's recommendation, contract negotiations will begin between the selected firm and Okaloosa County. Should contract negotiations fail, negotiations will begin immediately with the next highest ranked firm.

At such time when an approval is granted by the Okaloosa County Board of Commissioners, notification will be provided to each firm in accordance with the County's Purchasing Manual. Failure to file a protest within the time prescribed in accordance with the County's Purchasing Manual, Section 30, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of such proceedings under law.

Response to the RFP shall be submitted in the format described below:

Letter of Interest shall be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter shall include location of the firm's office that will be the lead office for this contract and any anticipated sub-consultants.

Contracts will be awarded to an Agency, or multiple Agencies whom are responsive, and responsible bidders meeting the specifications, terms and conditions and is determined to be the most advantageous to the County. Evaluation of proposals shall be based on the evaluation factors set forth below and any other relevant information obtained through the evaluation process.

EVALUATION OF PROPOSALS:

Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of Owner. This will be a qualifications based selection. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to Owner representatives. The Owner's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The Owner reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

GRADING CRITERIA

1. References on recent projects of 500,000 C.Y or greater in scope **(20 points)**
2. Qualifications of firm and key staff **(20 points)**
3. Diverse project experience including, ROW, C&D/Mixed Debris debris, marine debris, private

property, structure demolition and vessel removal (20 points)

4. Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts (10 points)
5. Project approach (15 points)
6. Cost Fee Schedule (15 points)

TOTAL POSSIBLE POINTS: (100 points)

FEMA

Proposers should visit the FEMA (Federal Government) website and review the FEMA requirements for providing monitoring services.

GRANT REQUIREMENTS:

In order to comply with federal grant regulations, additional rules and regulations will apply. See **EXHIBIT B**.

TERM OF CONTRACT:

The initial term of this contract shall be from completion of signatures by both parties and shall run from 1 October, 2022 through 30 September, 2025 period of three (3) years from the date of signing.

RENEWAL OPTION:

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

Procurement Scheduled (ANTICIPATED)

RFP Advertised & Posted on Website	July 18, 2022
Deadline for Questions	July 27, 2022 3:00 P.M.
Answers to Question by County	August 4, 2022 3:00 P.M.
RFP Response Due Date	August 17, 2022 3:00 P.M.
Review Committee Meeting	September 13, 2022
Oral Presentations *if needed	September 22 or 23, 2022
Recommend Award via ITA	September 29, 2022
Contract Negotiations	Week of October 1, 2022
Finalize/Execute Agreement by BOCC	November 1 20, 2022

GENERAL SERVICES INSURANCE REQUIREMENTS

BONDING REQUIREMENTS

1. There are no bonding requirements.

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10)

days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

3.	Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days’ prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

GENERAL PROPOSAL CONDITIONS

1. PRE-PROPOSAL ACTIVITY -

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Rd.
Crestview, FL 32536
Email: jdarr@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF PROPOSAL -- The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.
5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** -- All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

7. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
8. **CONTRACT FOR SERVICES** – A copy of the County’s standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County’s standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent’s right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.
9. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
10. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State or Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
11. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
 - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

12. **AWARD OF CONTRACT -**

Okaloosa County Review - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal.

13. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Human Resources Department, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract.
14. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
15. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
16. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

18. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

19. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

20. **CONE OF SILENCE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

21. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

22. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

23. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
24. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
25. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
26. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
27. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
28. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
29. **CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA**

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business

in the State of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

30. The following documents are to be submitted with the proposal packet:

- A. Drug-Free Workplace Certification
- B. Conflict of Interest Disclosure Form
- C. Federal E-Verify Compliance Certification
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. Addendum Acknowledgement
- H. Certification Regarding Lobbying
- I. Government-wide Debarment, Suspension
- J. System of Award Management
- K. Vendors on Scrutinized List
- L. Grant Funded Clauses
- M. Buy America Certificate
- N. List of References
- O. Certificate of Good Standing State of Florida - see number 29
- P. Sworn Statement – Public Entity Crimes

**Grant Funded Clauses
Exhibit "B"**

This Exhibit is hereby incorporated by reference into the main *Procurement*.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE
SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant - TBD. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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 Proposer 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 *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* 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 *Proposer* 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 *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* 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 *Proposer* 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 *Proposer* becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award

Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. 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 must 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 non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. *A resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the

grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 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.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding.

DRAFT
APPENDIX F
AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this _____, day of _____, 20____, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor for Emergency Debris Removal Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP PW 57-22 and Contractor's Response;

Attachment "B" – Insurance Requirements;

Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" – Compensation- Cost Fee Schedule

Attachment "E" – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services, Emergency Debris Removal Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County.

Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall when all parties have signed, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of __ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the Florida Local Government Prompt Payment Act any disputes related to payments will be handled in accordance with the Florida Local Government Prompt Payment Act, dispute resolution procedures. A link to the relevant statutes listing the dispute resolution procedures is:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0218/0218PartVIIContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20218%2D%3EPart%20VII

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the

County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. In addition, the County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by the County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The County shall have the right to offset from any amounts due to Contractor under this Agreement or any other contract between the County and Contractor all damages, losses, costs or expenses incurred by County as a result of such event of default and due from Contractor pursuant to the terms of this Agreement or any other contract.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
 - iii. Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

b. Alternatively, prior to a default being issued by the County to the Contractor, the County may, at its sole discretion, seek a dispute resolution procedure to resolve issues that prove difficult to resolve. The County is not obligated to follow this alternative procedures should it determine, in its sole discretion, it is more appropriate to issue a notice of default. If the County chooses to proceed with an alternative dispute resolution

procedure, the parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that the County chooses to send through the dispute resolution proceedings, which issue cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when the County sends the Contractor a written notice of dispute. The period for informal negotiations shall be five (5) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within ten (10) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jason Autrey 1759 S. Ferdon Boulevard Crestview, FL 32536 jautrey@myokaloosa.com Phone: (850) 689-577	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to

the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member

thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was

made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

_____ BY: _____ Signature

Print Name

ATTEST

OKALOOSA COUNTY, FLORIDA

BY: _____
J.D. Peacock, II, Clerk

BY: _____
Mel Ponder, Chairman

**Attachment "A"
Vendor's Proposal**

**Attachment “B”
Insurance Requirements**

**Attachment “C”
Civil Rights Clauses**

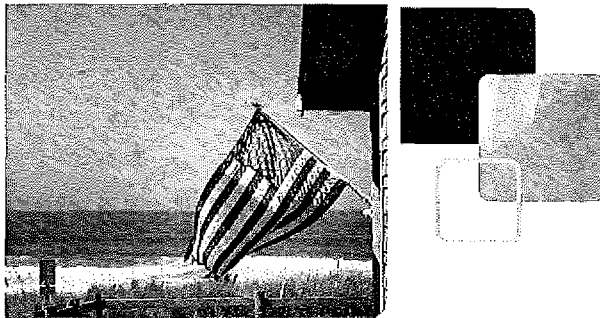
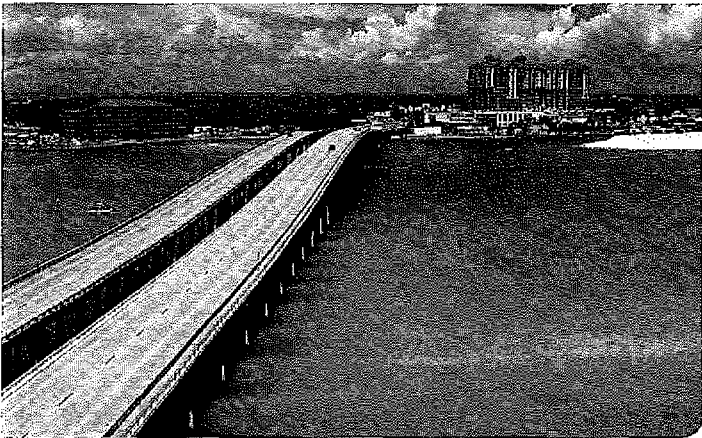
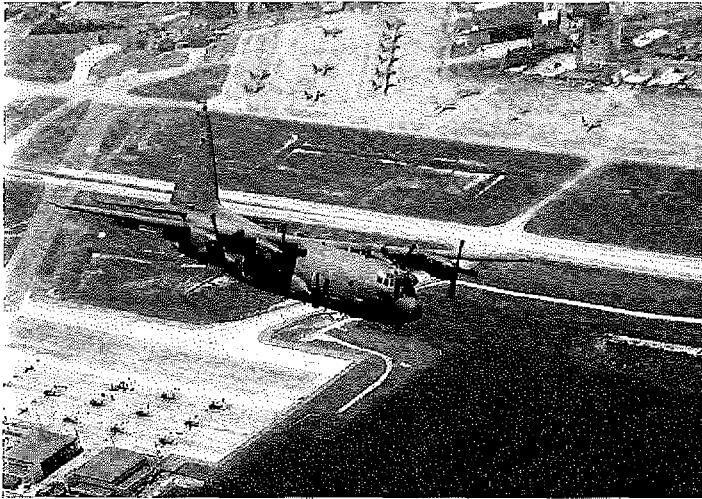
**Attachment “D”
Compensation – Cost Fee Schedule**

**Attachment “E”
Vendors on Scrutinized List**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



Proposal for RFP PW 57-22

Emergency Debris Monitoring Services

Okaloosa County, FL

September 2022

Leading with Science®

Cover Letter

Okaloosa County Purchasing Department
Jessica Darr
5479A Old Bethel Rd.
Crestview, FL 32536

September 15, 2022

Subject: Emergency Debris Monitoring Services (RFP PW 57-22)

Dear Ms. Darr and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Okaloosa County (County) request for proposals for Emergency Debris Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County. We feel strongly that Tetra Tech provides high value to the County for the following reasons:

- **Veteran Project Team than Knows Okaloosa County.** Our Tetra Tech Project Team is led by Mr. **Chuck McLendon**, a Florida panhandle native and 32-year expert and proven authority within the of the solid waste and disaster recovery industry, who also has over 15 years of direct experience working with Okaloosa County on various programs. Utilizing his extensive knowledge of Federal Emergency Management Agency (FEMA) Public Assistance (PA) program policy – as well as his existing knowledge of Okaloosa County’s neighborhoods, roadways, beaches, and other county-maintained infrastructure – Chuck will ensure that Okaloosa County receives all of the necessary resources from Tetra Tech that the County needs to recover from disaster events. Additionally, Ms. **Katie Taylor**, our proposed project manager and local area resident, is an expert in large-scale disaster debris mobilizations, project staffing, and FEMA reimbursement policy, and has previously led Tetra Tech’s debris monitoring operations in Okaloosa County in response to Hurricane Sally. The combined leadership of Mr. McLendon and Ms. Taylor will ensure an effective, coordinated and efficient response for Okaloosa County.
- **Florida-based and Proven Partner.** Since 2004, our team has **monitored the collection and removal of almost 60 million cubic yards (CYs) of debris in Florida** and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew, Irma, Michael, and Sally. This experience includes **direct support to Okaloosa County in response to Hurricane Sally**. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. **We have over 900 staff across 22 offices throughout Florida**, including our Response and Recovery Division headquarters in Maitland. Tetra Tech is available to the County before, during, and after a disaster.
- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 160 million CYs of debris**, resulting in excess of **\$10 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation’s most catastrophic natural disasters, including Hurricanes Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.

- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to Okaloosa County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders. ***RecoveryTrac™* ADMS is validated by the United States Army Corps of Engineers (USACE)** and is the ADMS preferred by USACE debris contractors.
- **Beach and Waterway Recovery Expertise.** Our team has led many of the largest beach and marine debris removal programs in United States history. We have led marine debris removal programs for Galveston County, TX, Escambia and Collier counties in Florida, and, more recently, **Brevard, Lee, Monroe, and Volusia counties under our Florida Department of Environmental Protection contract following Hurricane Irma.** Our experience also includes marine and vessel debris removal on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, debris mapping utilizing our proprietary side scan sonar in Lake Borgne following Hurricane Katrina, and the removal of hundreds of vessels from the environmentally sensitive Florida Keys.
- **Full-Service Disaster Recovery Firm.** Tetra Tech is the only firm in the country that can provide FEMA reimbursement and disaster grant support combined with comprehensive engineering capabilities to offer full-service disaster support solutions. Whether it is helping the County obtain reimbursement from FEMA for its disaster-related costs, obtaining additional disaster grants to pay for mitigation projects that will come available in coming months, or developing cost estimates and bid specs for damaged assets, Tetra Tech is ready and able to support the County in any of its disaster-related needs.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: Mr. Chuck McLendon
 2301 Lucien Way, Suite 120, Maitland, FL 32751
 Phone: 321-441-8511 | Fax: 321-441-8501
 chuck.mclendon@tetrattech.com

Contractual Representative: Ms. Marina Armanious
 2301 Lucien Way, Suite 120, Maitland, FL 32751
 Phone: 321-441-8511 | Fax: 321-441-8501
 TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel

Business Unit President – Tetra Tech Disaster Recovery

Table of Contents

Cover Letter.....	1
1. Part I – Company Profile.....	4
2. Part II – Experience.....	5
2.1 Experience in Similar Projects.....	5
2.2 Special Disaster Recovery Program Management Services	10
2.3 Sample Projects.....	12
3. Part III – Personnel	14
3.1 Proposed Team	15
3.2 Organizational Chart.....	18
4. Part IV – Conflicts	19
5. Part V – Technical Approach	19
5.1 <i>RecoveryTrac</i> ™ Automated Debris Management System.....	20
5.2 Operational Schedule	22
5.3 Emergency Push.....	23
5.4 Debris Estimate Methodology	23
5.5 Damage Reporting.....	24
5.6 Vehicle Certification.....	24
5.7 Field Operations.....	25
5.8 Debris Management Site Monitoring.....	26
5.9 Stumps and Leaners/Hangers.....	28
5.10 Public Information.....	29
5.11 Dedicated Team and Process for FEMA Reimbursement.....	30
5.12 Reporting.....	32
5.13 Contractor Reconciliation.....	35
5.14 Project Controls.....	37
6. Part VI – References	38
7. Part VII- Key Staff.....	38
8. Part VIII- Capacity	39
9. Part IX – Cost Fee Schedule	41
10. Appendix.....	45

1. Part I – Company Profile

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 21,000 employees that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients.

In addition to being a global infrastructure firm, Tetra Tech is one of the leading firms in the United States in disaster management and homeland security, with contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management.

Firm Name:

Tetra Tech, Inc.

Local Address:

3175 W. Tharpe St.,
Tallahassee, FL 32303

Telephone Number:

321-441-8511

Year Established:

1966

Former Firm Names:

None

Type of Ownership:

Publicly Traded Corporation

Authorized Negotiator:

Jonathan Burgiel,
Business Unit President

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$10 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS).*** In total, our team has successfully managed the removal of and reimbursement for over ***160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.***

RANKED

#2 in SOLID WASTE

by the Engineering
News Record (ENR)

WORKS IN

100+

COUNTRIES

Publicly traded
on NASDAQ as

TTEK
Nasdaq

\$3.2 billion

ANNUAL REVENUE

WORKS ON
70,000

PROJECTS
ANNUALLY

450

OFFICES
WORLDWIDE

650 DEBRIS

PROJECTS MANAGED

2.3 MILLION
HAZARDOUS
TREES & LIMBS REMOVED

30,000+ PPDR
PARCELS SERVED

21,000

ASSOCIATES



90+ YEARS IN
BUSINESS

25 YEARS IN
DISASTER
RECOVERY

160M CUBIC YARDS
OF DEBRIS
MONITORED

\$10B REIMBURSED
TO CLIENTS

300 DEBRIS
CLIENTS
NATIONWIDE

2. Part II – Experience

2.1 Experience in Similar Projects

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **Tetra Tech has managed more than 650 disaster debris monitoring projects across more than 90 declared disasters, including 75 projects resulting in more than 500,000 CYs of debris.**

2022

CA WILDFIRES - 2 Clients
NM WILDFIRE (USACE) - 1 Client
WINTER STORM VA - 1 Client
KY STORMS/TORNADOES - 2 Clients

2021

DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020

HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019

TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018

HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017

WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016

HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015

WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014

FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013

ICE STORM - 2 Clients
FLOODING - 1 Client

2012

HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011

WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010

FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009

ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

320
COMMUNITIES

IN 25 STATES

& 2 TERRITORIES

160M
CUBIC YARDS OF

DISASTER DEBRIS

2008

HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients

2007

MIDWEST ICE STORM - 3 Clients
TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006

BUFFALO SNOW STORMS - 6 Clients

2005

HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004

HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002

HURRICANE LILI - 1 Client

2001

TROPICAL STORM GABRIELLE - 1 Client

Florida Debris Monitoring Experience

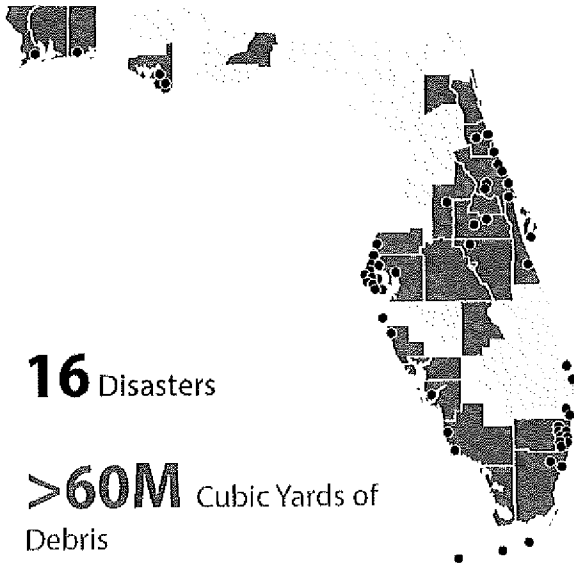
Our roots in Florida date back to our firm leadership's role in helping to shape the solid waste and recycling industries in Florida in the late 1980s. Following a series of catastrophic hurricanes in the early 2000s, we assisted our Florida solid waste clients with debris recovery efforts. Since that time, **Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm.** Our team has responded to every major disaster in Florida since 2001. In response to these events, our team has overseen

141 projects amounting to over 60 million CYs of debris across the State. Due to our vast experience, we have become experts in Florida's unique disaster recovery needs, including private property debris removal (PPDR), waterways, and beach projects.

Florida is also our home state, where many of our principal and senior staff reside. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. With 22 offices throughout the state, including our disaster recovery headquarters, Tetra Tech is mere minutes away to mobilize rapidly to our clients throughout the state.

Florida Debris Monitoring Experience

Florida Debris Monitoring Projects



16 Disasters

>60M Cubic Yards of Debris

140+ Projects

24 Offices and

>900 Personnel throughout the State



Recent Debris Monitoring Experience

The following table provides an abbreviated experience matrix for projects conducted over the past 5 years. Tetra Tech can provide specific references and additional information upon request.

Experience Matrix (2017–Present)

Year	Disaster	Representative Client(s) *Work In Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaver/Hanger/Slump	Private Property Debris	Marine/Waterway	FEMA Reimbursement
2022	McKinney Fire	Siskiyou County, CA	Ongoing	■	■	■	■	■	■	■	■
	Oak Fire	Mariposa County, CA	Ongoing	■	■	■	■	■	■	■	■
	New Mexico Wildfires	USACE Albuquerque District	Ongoing	■	■	■	■	■	■	■	■
	Winter Storms	Virginia Department of Transportation Stephen Fritton, (804) 609-5399 Stephen.fritton@vdot.virginia.gov	250,831	■	■	■	■	■	■	■	■
	Severe Storms and Tornadoes Clients Served: 2	City of Bowling Green, KY Matt Powell, (270) 784-7796, Matt.powell@bgky.org	164,370	■	■	■	■	■	■	■	■
	Dixie Fire	Warren County, KY Matt Powell, (270) 784-7796, Matt.powell@bgky.org CalRecycle (State Contract)* Alan Zamboanga, (916) 341-6450	47,300 Ongoing	■	■	■	■	■	■	■	■
2021	Hurricane Ida Clients Served: 11	City of Central, LA Iberville Parish, LA Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	62,878 10,846 2,930,005 (ongoing)	■	■	■	■	■	■	■	■
	Surfside Condo Collapse	Miami-Dade County, FL Michael Fernandez, (785) 473-7314, michael.fernandez@miamidade.gov	10,264 (tons)	■	■	■	■	■	■	■	■
	Tennessee Severe Storms and Floods	Metro Nashville and Davidson County, TN Phillips Jones, (615) 533-2377, phillip.jones@nashville.gov	804 (tons)	■	■	■	■	■	■	■	■
	Alabama Tornado Clients Served: 3	Calhoun County, AL	228,268	■	■	■	■	■	■	■	■
	Winter Storms	Virginia Department of Transportation Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	471,000	■	■	■	■	■	■	■	■
2020	California Wildfire	CalRecycle Northern Branch* City of Diamondhead, MS Mike Reso, (228) 222-4626 Ext. 1802 mreso@diamondhead.ms.gov	488,993 (tons) 200,556	■	■	■	■	■	■	■	■
	Hurricane Zeta Clients Served: 7	City of Gulfport, MS Wayne Miller, (268) 868-5740 wmilller@gulfport-ms.gov City of Waveland, MS Mickey Lagasse, (228) 467-4143 mlagasse@waveland-ms.gov	483,147 216,681	■	■	■	■	■	■	■	■
	Dallas County, AL	Heath Sexton, (334) 375-1587 hsexton@dallscounty_al.org	222,732	■	■	■	■	■	■	■	■
	Hancock County, MS	Scotty Adam, (228) 467-0172 Scotty.Adam@co.hancock.ms.us	64,520	■	■	■	■	■	■	■	■
	City of Youngsville, LA	Sally Angers, (337) 857-6925 Sally.Angers@youngsvilleLA.gov	7,646	■	■	■	■	■	■	■	■
	Hurricane Delta Clients Served: 3	St. Martin Parish, LA Heath Babineaux, (337) 394-4798 Hbabineaux@stmartinparish.net	30,600	■	■	■	■	■	■	■	■
	Baldwin County, AL	Terri Graham, (251) 331-4158 TGraham@baldwincountyal.gov	4,425,281	■	■	■	■	■	■	■	■
	Hurricane Sally Clients Served: 4	City of Pensacola, FL John Pittman, (850) 435-1894 Jpittman@cityofpensacola.com	574,579	■	■	■	■	■	■	■	■
	Okaloosa County, FL	Jim Reece, (850) 978-1063 jreece@co.okaloosa.fl.us	30,794	■	■	■	■	■	■	■	■
	Acadia Parish, LA	Chance Henry, (337) 824-7720 electchancehenry@gmail.com	98,595	■	■	■	■	■	■	■	■
	Calcasieu Parish, LA	Theresa Champeaux, (337) 540-8094 tchampeaux@calcasieuparish.gov	6,950,234	■	■	■	■	■	■	■	■
Hurricane Laura Clients Served: 17	City of Lake Charles, LA Jeff Jones, (337) 540-1707 Jjones@cityoflc.us City of Sulphur, LA Stacy Dowden, (337) 764-8044 sdowden@sulphur.org	4,314,878 838,412	■	■	■	■	■	■	■	■	
Jefferson Davis Parish, LA	Renee Hicks, (337) 824-4792 renee@jdpj.net	140,874	■	■	■	■	■	■	■	■	
Orange County, TX	Leon George, (409) 238-9169 lgeorge@co.orange.tx.us	723,064	■	■	■	■	■	■	■	■	
Hurricane Isaias Clients Served: 6	Town of Oak Island, NC Rose Braam, (910) 201-8015 rbraam@coak-island.nc.us	62,394	■	■	■	■	■	■	■	■	
Hurricane Hanna Total CYs: 327,035 Clients Served: 4	Hidalgo County, TX Mr. Judge "J.D." Salinas, (956) 318-2600 jd.salinas@gsa.gov	187,135	■	■	■	■	■	■	■	■	

2019	South Carolina Severe Storms and Tornadoes Tennessee Severe Storms and Tornadoes Total CYs: 1,039,455 Clients Served: 3	Barnwell County, SC Mr. Roger Riley, (803) 541-2013 riley@barnwellsc.com City of Chattanooga, TN Elizabeth Goss, (229) 894-4591 egoss@chattanooga.gov Hamilton County, TN John Agan, (423) 315-3840 johna@HamiltonTN.gov Metro Nashville and Davidson County, TN Phillips Jones, (615) 533-2377 philip.jones@nashville.gov	783	■	■	■	■	■		
	Tropical Storm Imelda Total CYs: 73,336 Clients Served: 3	Harris County, TX Ms. Danielle Cloce, MS, (551) 427-6581 danielle.cloce@hccpid.org	15,907	■	■	■	■	■	■	
	Hurricane Dorian Total CYs: 63,719 Clients Served: 5	Jefferson County, TX Patrick Swain, (409) 835-8500 pswain@co.jefferson.tx.us Dorchester County, SC Mr. Mario Formisano, (843) 832-0341 MFormisano@dorchestercounty.net	57,429	■	■	■	■	■	■	
	Louisiana Severe Storms and Tornadoes Total CYs: 30,516 Clients Served: 5 Alabama Severe Storms and Tornadoes	City of Ruston, LA John Freeman, (318) 245-2398 jfreeman@ruston.org Lee County, AL Patrick Harvill, (334) 737-7011 Pharvill@leeco.us	30,516	176,780 (and 7,262 Tons)	■	■	■	■	■	
2018	Hurricane Michael Total CYs: 10,618,496 Clients Served: 13	Lynn Haven, City of, FL Vickie Gainer, (850) 265-2121 ext. 112 vgainer@cityoflynnhaven.com Callaway, City of, FL Ed Cook, (850) 215-6691 Citymanager@cityofcallaway.com Parker, City of, FL Rich Musgrave, (850) 871-4104 richmusgrave@cityofparker.com Franklin County, FL Pamela Brownell, (850) 653-8977, ext. 10 Em3frank@fairpoint.net Albany County, GA Phil Roberson, (229) 357-0667 PRoberson@dougherty.ga.us Dougherty County, GA Michael McCoy, (229) 431-2193 MMCoy@dougherty.ga.us	1,280,400	1,468,100	548,800	126,087	363,000	207,000	155,400	
	Hurricane Florence Total CYs: 1,365,327 Total Tons: 19,889 Clients Served: 15	New Bern, City of, NC Matt Montanye, (252) 646-3984 MontanyeM@newbern-nc.org Fayetteville, City of, NC Jackie Tuckey, (910) 433-1854 jtuckey@ci.fay.nc.us	134,282	175,442	3,558,943	2,244,330	4,004,300	540,053	824,534	
	Connecticut Tornadoes Total CYs: 193,222 Clients Served: 4	Brookfield, CT Ralph Tedesco, (203) 775-7318 rtedesco@brookfieldct.gov New Fairfield, CT Russ Loudon, (203) 312-5628 rloudon@newfairfield.gov	175,442	540,053	824,534	355,000	653,953	380,000	46,876	
	Hurricane Irma Total CYs: 20,113,657 Clients Served: 67	Miami-Dade County, FL Michael Fernandez, (786) 473-7314 michael.fernandez@miamidade.gov Polk County, FL Jay M. Jarvis, P.E., (863) 581-0163 JayJarvis@polk-county.net Collier County, FL Dan Rodriguez, (239) 252-2504 danrodriguez@collergov.net Miami, City of, FL Mario Nunez, (786) 479-4097 MFNunez@miamigov.com Seminole County, FL Jeff Waters, (407) 665-2253 jwaters02@seminolecountyfl.gov Lake County, FL Mary Hamilton, (352) 253-6006 mhamilton@lakecountyfl.gov Brevard County, FL Euripides Rodriguez, (321) 633-2042 Euripides.rodriguez@brevardfl.gov Pinellas County, FL Sean Tipton, (727) 464-8809 stipton@co.pinellas.fl.us Holly Hill, City of, FL Antoine Khoury, (386) 248-9493 akhoury@hollyhillfl.org South Daytona, City of, FL Les Gillis, P.E., (386) 322-3080 lgillis@southdaytona.org	3,558,943	2,244,330	4,004,300	540,053	824,534	355,000	653,953	380,000
	Hurricane Harvey Total CYs: 5,445,225 Clients Served: 31	Corpus Christi, City of, TX Gabriel Maldonado, (361) 826-3165 gabrielm@cctexas.com Fort Bend County, TX Marc Grant, (832) 473-2730 grantmar@co.fort-bend.tx.us Harris County, TX Danielle Cloce, (551) 427-6581 danielle.cloce@hccpid.org Houston, City of, TX Joanne Song Yu, (832) 393-0484 Joanne.Song@houstontx.gov Montgomery County, TX Darren Hess, (936) 523-3910 Darren.Hess@mctx.org Albany County, GA Phil Roberson, (229) 357-0667 PRoberson@dougherty.ga.us Dougherty County, GA Michael McCoy, (229) 431-2193 MMCoy@dougherty.ga.us	536,074	338,277	1,129,652	2,500,000	119,572	380,000	540,000	
	Georgia Tornadoes Total CYs: 920,000 Clients Served: 2	Albany County, GA Phil Roberson, (229) 357-0667 PRoberson@dougherty.ga.us Dougherty County, GA Michael McCoy, (229) 431-2193 MMCoy@dougherty.ga.us	380,000	540,000						

Tetra Tech is a trusted and proven partner to Okaloosa County.

DEPENDABLE & DEDICATED PROJECT TEAM

Our team includes the proven and trusted key staff that supported the County in response to Hurricane Sally, including project manager Katie Taylor and Principal in Charge Chuck McLendon. Our team is prepared to respond to the County's exact specifications with **zero learning curve**.

CONTRACTOR COORDINATION

Tetra Tech maintains excellent working relationships with the County's franchise solid waste provider, Waste Management, and top-ranked debris management contractor, DRC. This allows us to **seamlessly communicate and coordinate** debris removal and monitoring operations.

LOCAL INFRASTRUCTURE / SOLID WASTE EXPERTISE

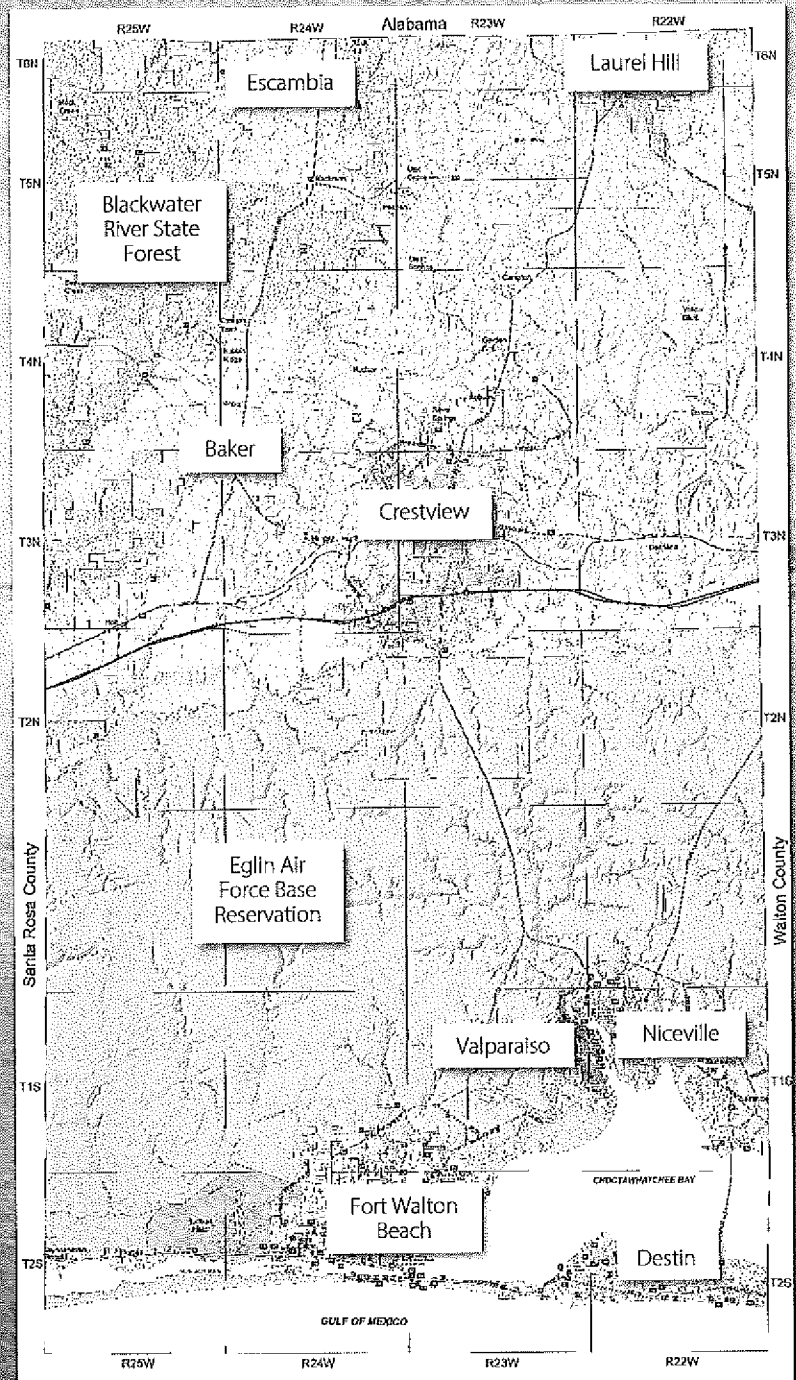
Our team has worked in Okaloosa County and the Florida Panhandle for decades. We are uniquely familiar with the County's debris sites, landfills and transfer stations, as well as regional landfills and recycling markets that could serve as outlets for disaster debris generated in Okaloosa County.

TURNKEY RECOVERY FIRM

Tetra Tech provides Okaloosa County with the resources of a \$3B firm with over 20,000 multi-disciplinary employees. Whether rapidly working to clear critical transportation corridors or restoring the County's economically critical beaches – Tetra Tech has the size, skills, and expertise to get it done.

UNMATCHED CAPACITY

With **22 offices and more than 900 staff** across Florida, Tetra Tech offers an unparalleled level of support and sophistication in disaster response and recovery operations.



2.2 Special Disaster Recovery Program Management Services

No firm in the country has led more complex debris removal missions than Tetra Tech. We are routinely relied upon by agencies such as the Florida Department of Environmental Protection (FDEP), California Office of Emergency Services (CalOES), U.S. Army Corps of Engineers (USACE), and the U.S. Environmental Protection Agency (US EPA) to manage the most complex disasters in U.S. history. Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history, including one of the largest demolition programs ever recorded for the City of New Orleans following Hurricane Katrina. Most recently, we supported Bay County, FL with their PPDR program following Hurricane Michael. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and confirming the program is properly documented.

65

PRIVATE PROPERTY
DEBRIS REMOVAL
PROJECTS MANAGED



Coastal Restoration

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. Tetra Tech scientists and engineers work in partnership to provide a balanced approach to coastal engineering projects. This living shoreline design approach helps our clients reduce erosion and restore habitats while creating more resilient coastlines ready to adapt to sea level rise and storm risks. We work in a variety of geographic areas across the eastern and western coastlines of the US and throughout the Caribbean. Tetra Tech is a leader in providing clear solutions for coastal restoration and protection within sustainable natural and socioeconomic frameworks. Our clients seek us out for our project planning, design, engineering, permitting, and construction oversight services expertise. We are adept at formulating the appropriate solution, tailored to the specific and unique characteristics of each site.

Following multiple hurricanes along the Gulf Coast and the Deep Water Horizon oil spill, hundreds of millions of federal grant dollars were made available to Gulf Coast communities for post-event restoration projects. Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and FDEP to determine eligibility, and overseeing recovery efforts on the County's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the County's economy. Tetra Tech has assisted St. Johns County, FL; Escambia County (Pensacola Beach/Perdido Key), FL; and Harrison County, MS with coastal restoration services.

Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the USACE and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion

deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the FDEP following Hurricanes Matthew and Irma; the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; and the Florida communities of the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. Okaloosa County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the FDEP, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access. Tetra Tech has monitored vessel recovery for several clients, including **50+ vessels for FDEP following Hurricanes Matthew, Michael, and Irma; 450 vessels for Monroe County, Florida following Hurricane Wilma; 80 vessels for NJDEP following Hurricane Sandy; and 100 vehicles following the Surfside Condo Collapse on behalf of Miami-Dade County, FL.**

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. **In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.**



Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. **Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas and our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW**

recovery. This program for the City of Galveston was managed by Chuck McLendon – Principal in Charge for this Okaloosa County effort.

Asbestos-Containing Material Management

Through our team's years of demolition experience, Tetra Tech has developed best management practices for documenting and monitoring work related to asbestos-containing material (ACM). Tetra Tech will collect and catalog pertinent information related to the ACM content for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify Okaloosa County officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket. Most recently, as part of our work for CalRecycle, Tetra Tech has assisted with documenting the removal of ACM for properties damaged by the devastating wildfires.

2.3 Sample Projects

St. Johns County, Florida | Hurricane Irma | 674,901 CYs

When Hurricane Irma caused flooding, wind damage, and beach erosion throughout St. Johns County in 2017, the County called upon Tetra Tech to provide disaster debris monitoring services. Our team mobilized to the County immediately following the storm and hired over 60 local monitors to conduct debris monitoring operations. Our team monitored the removal of nearly 675,000 CYs of disaster-generated debris from the public ROW. Additionally, we monitored and provided documentation for the removal of over 2,000 hazardous hanging limbs and leaning trees. In addition, Tetra Tech provided support to the County in preparing their packages for FEMA reimbursement through the Grants Portal system.

Greg Caldwell, MPA
Public Works Director
(904) 209-0132
gcaldwell@sjcfl.us

Tetra Tech also responded to St. Johns County following Hurricane Matthew. Our team mobilized in the immediate aftermath of the storms impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of 7 temporary DMS throughout the County: 5 for vegetative debris and 2 that accepted C&D debris. The Tetra Tech team also monitored the haul-out of debris and the remediation and close-out of all 7 DMS.

In addition to ROW debris removal, our team conducted several special programs, including beach debris removal and private road debris removal. Debris management consultants working with the County helped put together the documentation for FEMA approval of debris on private roads and helped manage the County's application of the PA Alternative Procedures Pilot Program for accelerated debris removal. Our team monitored the removal of over 720,000 CYs of debris and over 800 hazardous hanging limbs and leaning trees.

Collier County, Florida | Hurricane Irma | 4,004,300 CYs

Over the last two decades, Tetra Tech has provided a variety of disaster recovery assistance to Collier County – from debris management planning and training to major post-disaster debris monitoring assignments. Following a direct landfall by Hurricane Irma in 2017, Tetra Tech provided total program management for the Collier County debris removal mission. In addition to debris monitoring, we also served as the County's representative tasked with overseeing ROW debris removal; processing, site management and haul-out;

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Director, Solid and Hazardous
Waste Management Division
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private road and gated community debris removal; and leaner, hanger and stump removal. At the peak of the project, Tetra Tech employed nearly 200 monitors and over the course of four months and monitored nearly 64,000 loads of debris and over 25,000 leaner and hanger removals. In total, Tetra Tech monitored over 4 million CYs of debris.

Calcasieu Parish, Louisiana | Hurricane Laura | 6,913,566 CYs

Hurricane Laura resulted in catastrophic damage to Southeast Louisiana in September 2020, in the middle of an extremely active hurricane season. The storm resulted in catastrophic infrastructure damage, as well as a massive amount of storm debris. Nearly every commercial and residential structure in the Parish sustained significant damage.

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Assistant Director of Public Works
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tchampeaux@calcasieuparish.gov

As the standby debris monitoring contractor for Calcasieu Parish, our team was in communication with Parish officials before, during, and immediately after the storm. Our project management team deployed to the Parish in the immediate aftermath of the storm and swiftly began assisting with critical tasks including emergency roadway clearance, damage assessment, and identifying and permitting debris management sites.

Having facilitated a planning meeting with Parish officials only 3 weeks prior to impact, our Sr. Management Team's familiarity with the Parish ensured seamless communication with Parish stakeholders throughout the mobilization process. Our team was able to rapidly begin the debris removal management process, including identifying and permitting 15 debris management sites. To date, Tetra Tech has monitored the removal of an unprecedented 6.9 million CYs of debris, 32,745 hanging tree limbs, and 8,800 hazardous trees.

Subsequent to the substantial completion of ROW debris removal operations, Tetra Tech has assisted the Parish with specialty projects to include a comprehensive private property debris removal program, as well as a program to remove debris from Parish-maintained drainage laterals and structures.

U.S. Army Corps of Engineers (USACE) | Hurricane Michael | 4,270,066 CYs

On October 10, 2018, Hurricane Michael made landfall near Mexico Beach, Florida. The hurricane continued a destructive path north through Southwest Georgia, leaving behind massive amounts of debris. Following the event, the USACE was assigned the arduous task of oversight for debris removal activities across a 13-county area. As part of our USACE advanced contracting initiative (ACI), Tetra Tech was mobilized to provide debris monitoring and documentation for all 13 affected counties under the USACE mission.

Leah Peterson
Resident Engineer
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Leah.A.Peterson@usace.army.mil

Upon notification, Tetra Tech immediately mobilized senior management and data staff and began the recruitment, hiring, and training of over 500 southwest Georgia residents. Each one of the 13 counties under our purview was assigned a unique project management team and data manager. Our tasks included ROW debris monitoring, data management and reporting, and project close-out support. In total, our team monitored over 4.2 million CYs of debris.

Pinellas County, Florida | Hurricane Irma | 382,211 CYs

Pinellas County is one of the most densely populated counties in Florida. Its low-lying elevation places most of its residents in flood zones, putting millions of homes and structures at risk. Although the County avoided a direct hit from Hurricane Irma in September 2017, the storm nonetheless caused widespread power outages and hundreds of tons of disaster debris.

Sean Tipton
Public Works – Traffic Engineering
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stipton@co.pinellas.fl.us

In the immediate aftermath, Pinellas County activated Tetra Tech to conduct post-disaster debris monitoring services under a pre-positioned contract. Our management team was on-site within hours of the storm's passing to conduct initial damage assessments and begin monitoring the cleanup process. Over 120 local personnel were hired as debris monitors, documenting over 12,000 loads of debris. This totaled over 380,000 cubic yards of debris removed from County roads. In addition, the County allowed its municipalities to use County disposal locations to ease the burden of long-haul distances. Tetra Tech coordinated and tracked the segregation of debris by origin at multiple disposal sites.

Florida Department of Environmental Protection (FDEP) | Hurricanes Matthew & Irma | 122,431 CYs

Following Hurricane Matthew, the Florida Department of Environmental Protection (FDEP) awarded Tetra Tech a contract for disaster debris monitoring and comprehensive program management of the debris removal operations from state-maintained waterways.

Scott Woolam
Senior Program Analyst
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Upon deployment, Tetra Tech worked closely with FDEP and the state project manager to develop protocols and procedures to effectively monitor and manage waterway debris removal efforts while meeting FEMA eligibility requirements. Due to the technical aspects of the work, and the need for an in-depth understanding of the specific parameters and guidelines, FDEP leaned greatly on the Tetra Tech team for technical advice. Having personnel on location with the debris removal crews who were able to completely understand the guidelines and make informed decisions immediately not only increased the efficiency of the debris removal process, but also ensured that only eligible debris was removed.

The use of our *RecoveryTrac™* ADMS greatly increased FDEP's visibility into the day-to-day operations and provided real-time tracking of crew locations and debris quantities. Tetra Tech was originally awarded work in 2 Florida counties impacted by Matthew, which was extended to a third county due to the State's satisfaction with Tetra Tech's work.

When the State of Florida was impacted the following storm season with Hurricane Irma, the State again turned to Tetra Tech for expertise and assistance. The State made Tetra Tech responsible for 3 counties once more throughout the duration of the project. Our team was again responsible for 3 Florida counties throughout the duration of the project.

3. Part III – Personnel

Tetra Tech has assembled a highly unique project team for Okaloosa County that includes several of the leading experts in the country on FEMA-compliant disaster debris monitoring as well as staff that have in-depth knowledge of Okaloosa County solid waste and debris management programs.

Our staff members have **managed the removal of and reimbursement for over 160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments. Tetra Tech is committed to providing the County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. **Our dedicated team is available to the County 365 days per year.**

3.1 Proposed Team

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Florida-based projects**. As a result, our staff has an in-depth understanding of how disaster response and recovery works in Florida.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.



Mr. Chuck McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 32 years – **including consulting engineering services to Okaloosa County for more than 15 years**. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He leads large teams to support major infrastructure and emergency response efforts, including most recently to Miami-Dade County's response to the Surfside condo collapse. Mr. McLendon has served as principal in charge for upwards of 30 major disaster activations, including projects totaling more than 150 million CYs of debris and approximately \$2.5 billion in FEMA PA reimbursement. **As a proven and trusted partner to Okaloosa County on the management of its solid waste programs as well as prior disaster activations, Mr. McLendon lends his expert-level insight to help overcome any obstacles the County may encounter in recovery. Mr. McLendon's resume is provided in the Appendix.**



Ms. Allison McLeary, JD, will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the former **Recovery Director for the Florida Division of Emergency Management and Recovery Legal Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**, she offers direct, senior-level experience administering grant programming in coordination with federal agencies. Ms. McLeary is a nearby resident of Escambia County. **Ms. McLeary's resume is provided in the Appendix.**



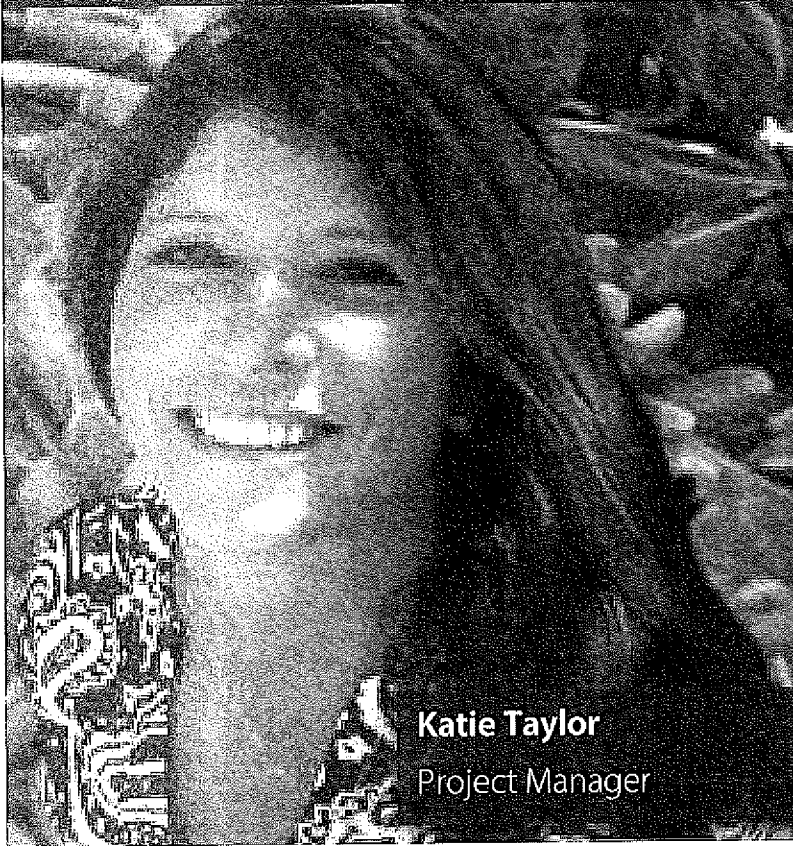
Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees, the program management of over 9,600 demolitions, and over \$2.5 billion of reimbursed invoices.

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County, who have previous experience in similar operations. Brief summaries of each team member's experience are provided below.

Proposed Staff	Key Areas of Expertise
Katie Taylor Project Manager <i>Resume provided in Appendix</i>	<ul style="list-style-type: none"> • More than 20 years of experience, including emergency management response and long-term relationships with state governments, such as the Florida DOT and the FDEP • Served as project and operations manager for Hurricanes Michael, Florence, Irma, Zeta, and Ida • Led Tetra Tech's response for Okaloosa County in the aftermath of Hurricane Sally. Ms. Taylor oversaw the team that monitored the collection of more than 30,000 cubic yards of material that impacted areas of the county
Allen Fowler Operations Manager <i>Resume provided in Appendix</i>	<ul style="list-style-type: none"> • More than 5 years of experience supporting 6 disaster recovery projects in Florida and Louisiana • Served as operations manager after Hurricane Sally for Okaloosa County where he was responsible for overseeing operations of disposal sites and training • Knowledgeable on all facets of field operations and has an intimate understanding of all aspects of emergency debris removal monitoring
Rob Ezelle Operations Manager <i>Resume provided in Appendix</i>	<ul style="list-style-type: none"> • Over 6 years of experience serving as operations manager on some of the largest and most technically challenging projects, including Hurricanes Mathew, Harvey, and Irma • Extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery • Areas of expertise include eligibility and reimbursement; project staffing and training; and coordination of multiple funding/reimbursement agencies • Over 17 years of experience on all aspects of program data management, including project closeout and post-closeout audit support
Paris Atkinson Data Manager	<ul style="list-style-type: none"> • Responsible for reporting and QA/QC of ADMS documentation in the field, as well as storing documentation in preparation for future audits and validating documentation and metrics • Served as data manager for 4 municipalities in Florida following Hurricane Irma and several agencies in the east coast of the State that were impacted by Hurricane Matthew • More than 20 years of experience in Geographic Information Systems (GIS)
Casey Ogden GIS Analyst	<ul style="list-style-type: none"> • Develops GIS applications that are efficient, accurate and cutting edge • Holds a master's degree from Florida State University with a Certificate of Emergency Management, as well as a bachelor's degree in Geography • Over 24 years of disaster response and environmental services experience, 5 of which he has directly supported the recovery for 25 disasters
Aaron Gothreaux Field Supervisor	<ul style="list-style-type: none"> • Supported projects in Florida, California, Louisiana, and Texas, performing hazardous material surveys and monitored the loading of FEMA eligible debris on public rights-of-way and issued load tickets for the hauling of debris to disposal sites • Over 5 years of experience as a field supervisor and operations manager for recovery projects • Thoroughly understands day-to-day debris monitoring operations with experience in staff training, scheduling, and operational coordination for disposal sites
Norma Ortiz Field Supervisor	<ul style="list-style-type: none"> • More than 4 years of experience supporting 10 varying disaster recovery efforts, including hurricanes and other severe weather events • Proven knowledge of data entry, operations management and operating policies/procedures • Experienced field supervisor who has supported multiple types of disaster response • Oversees operations with responsibilities including training monitors, performing quality control measures, and documentation management and submission
Brandon Norwood Field Supervisor	<ul style="list-style-type: none"> • Has 5 years of experience working to support recovery efforts on 12 projects, including hurricanes, fires, tornadoes, and other severe weather events • Responsible for helping with day-to-day tasks to ensure the project runs smoothly. Maintains all project documentation in a neat and organized systematic format
Will Coleman Field Supervisor	<ul style="list-style-type: none"> • Experienced CPA who offers more than 16 years of experience • Oversaw the finances for the Hurricanes Laura and Irma debris monitoring projects • Proven ability to handle high-volume projects and provide accurate and timely financial data in support of large disaster recovery projects
Kenya Bryant Long Data Entry Clerk/Clerical	
Geoff Reinhart, CPA Billing/Invoice Analyst	

Spotlight On: Project Manager Katie Taylor



Katie Taylor
Project Manager

The Tetra Tech team is led by Project Manager Katie Taylor. Katie has served as project and operations manager with Tetra Tech for more than 10 disaster activations since 2004. She has directly overseen debris monitoring projects resulting in the removal of more than 3 million CYs of debris, and supervised hundreds of field staff.

Following Hurricane Sally, Katie served as Tetra Tech's Project Manager for Okaloosa County. She knows the County's roadway network, neighborhoods, and debris management sites. Katie has a strong understanding of the County's expectations for service delivery and reporting following a disaster event.

Katie's resume is provided in the Appendix.

While I hope Okaloosa County is spared from disasters, should the need arise, I am confident that my proven history of being immediately responsive to the County will continue to be of great benefit. I have served in a senior management capacity for some of the country's most high-profile disasters, including Hurricane Sally. I look forward to continuing to build my relationship with the County.



20+

Years of Experience

Dedicated to Okaloosa County's Recovery

- Experience supervising Tetra Tech operations in Okaloosa County following Hurricane Sally
- 10+ disaster activations, including activations in Florida
- Poised for rapid mobilization as resident of nearby Gulf Breeze, FL

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9 Project Principals	38 Project Managers	42 Operations Managers	55 Field Supervisors	35 Project Coordinators
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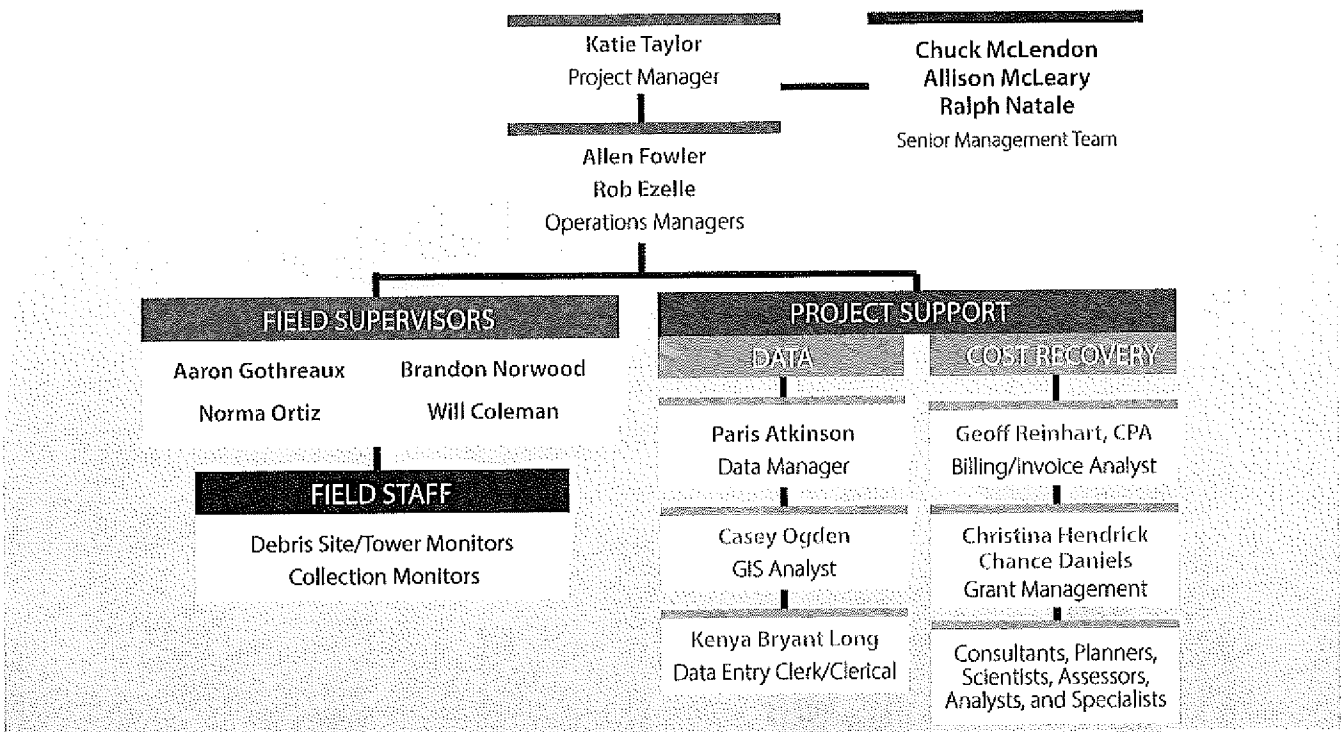
This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires, as well as Tetra Tech's global network of more than 21,000 associates across more than 40 disciplines.

3.2 Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Résumés have been included in the Appendix.**

Organizational Chart



4. Part IV – Conflicts

Tetra Tech certifies that, to the best of our knowledge and belief, there are no relevant facts or circumstances that could give rise to an actual or potential personal conflict of interest pursuant to Federal or state law. If an actual or potential personal conflict of interest is identified during the performance of any work assignment, we will immediately make full disclosure to the County. Tetra Tech has not had a contract related to debris removal cancelled within the past seven years.

5. Part V – Technical Approach

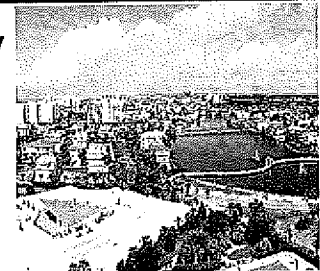
Okaloosa County is located in the Florida panhandle and includes 7 incorporated cities and 2 towns amongst its population of 211,000 (2020). The County has a diverse economy, including military operations as home to Eglin Air Force Base and Hurlburt Field, as well as tourism with the Destin / Ft. Walton beaches that host millions of visitors each year.

Okaloosa County



211,000
residents

1,082
square miles



Over the past twenty years, Okaloosa County has been very fortunate to not have been severely impacted by hurricanes and other disaster events given its highly vulnerable location on the central Gulf coast. While the County has been routinely threatened and/or impacted by multiple disaster events – including Hurricanes Ivan, Dennis, Michael, and, most recently, Sally – these storms have made landfall far enough to the east or west to result in relatively minor damage to Okaloosa County (as compared to impacts to Bay County from Hurricane Michael or Escambia or Santa Rosa counties from Hurricane Ivan).

Most recently in 2020, Okaloosa County was impacted by Hurricane Sally, which generated relatively minor amounts of debris across Okaloosa County. This scattering of debris across the County proved to be a challenge for County staff because, although the debris generated was relatively light, it proved to be too much for the County's solid waste management provider (**Waste Management**) to collect as part of normal yard waste collection routes. As a result, the County activated its debris hauler at the time (**Crowder Gulf**) and debris monitor (Tetra Tech) for a disaster debris removal mission.

The Okaloosa County **Public Works Department** has historically served as the lead County department responsible for the planning and execution of disaster debris removal missions. The Public Works Department includes five divisions – **Engineering, Traffic Operations, Roads, Environmental Services, and Administrative Services**. Because the solid waste / environmental staff within the Public Works Department is relatively limited, the County will rely heavily on an *established, experienced firm to assist the County with preparedness and post-disaster recovery efforts*.

Our Understanding of the Services Required by Okaloosa County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, knowledge, and resources to successfully perform all aspects of the scope of work. Tetra Tech's capabilities and methodology to drive a successful project for the County include:

- **Past Experience and Relationship with the County:** Our unique understanding of the County's debris management sites, solid waste facilities, infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricane Sally.

- **Continuous Coordination and Communication with County Officials and Stakeholders:** A dedicated principal in charge and project management team will be appointed to coordinate with Okaloosa County throughout the year, not just during times of activation. This will ensure that our team is prepared to respond when called upon.
- **Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 22 offices throughout the state and utilizes an immediate response staffing and logistics plan, allowing Okaloosa County to return to running day-to-day operations.
- **Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.
- **Project Transparency and Real-time Reporting:** Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.
- **Maximum Reimbursement for the County:** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement help Okaloosa County receive and retain the maximum reimbursement allowed following a disaster.

5.1 *RecoveryTrac™* Automated Debris Management System

Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. **Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects.** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

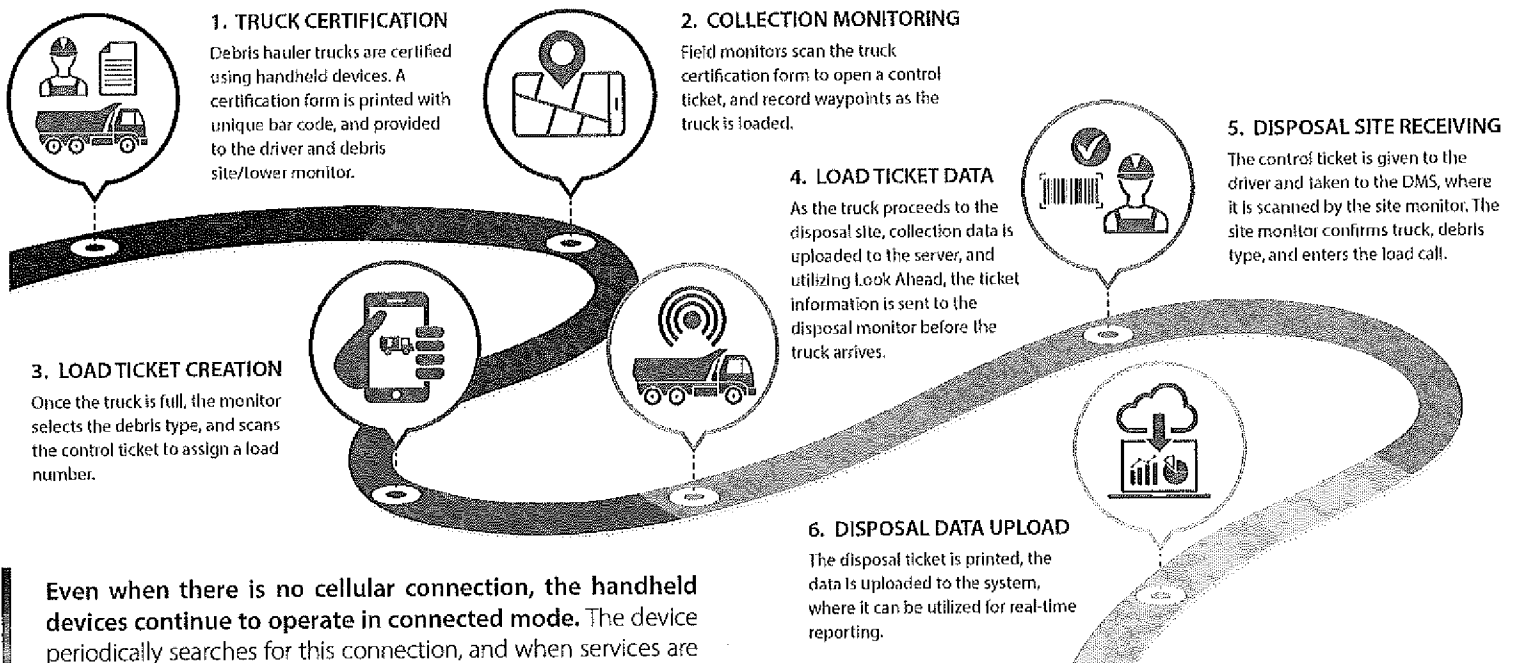
Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

RecoveryTrac™ ADMS Core Features Across the Recovery Lifecycle

FIELD DATA COLLECITON	INTEGRATED QUALITY CONTROL	REAL-TIME REPORTING	AUDIT-READY FEMA
<ul style="list-style-type: none"> Thousands of mobile units on-hand Inventory can be on-site and ready to use within 24 hours' notice Ready for simultaneous activations Operates without cellular service 	<ul style="list-style-type: none"> Fully customizable to track any metric Expedites processes and drastically reduces ticket errors Ability to establish virtual command center to audit project information and correct errors in real-time 	<ul style="list-style-type: none"> Fully customizable to track any metric for enhanced visibility into project operations Accurate data and cost tracking, as well as project forecasting Utilizes interactive data visualization 	<ul style="list-style-type: none"> Thoroughly documents eligible work and costs Maintains data securely in the cloud to mitigate the risk of loss Integrates the latest federal and state documentation requirements

The *RecoveryTrac™* Process



Even when there is no cellular connection, the handheld devices continue to operate in connected mode. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

5.2 Operational Schedule

Based on Tetra Tech’s understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.



Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> Conduct annual pre-event meeting with the County and debris contractor Review the County’s disaster recovery contracts for FEMA compliance Update critical documents and files, including any GIS files Contact the County and initiate daily conference call
H-96	Review capabilities and resources	<ul style="list-style-type: none"> Determine resource requirements from debris model Review the County’s emergency policies and contracts Establish contact with the County’s debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites Review debris management site (DMS) and reduction/disposal site locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with Okaloosa County staff as requested Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County’s debris hauler
H-24	Prepare final reports	<ul style="list-style-type: none"> Save critical documents and files to the network drive, USB drive, and laptop hard drive Certify emergency road clearance equipment (in coordination with the County’s debris hauler) Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Execution		
H +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed and begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff Initiate opening of DMS locations Follow up with State-level environmental regulations on debris permits (if required) Work with the County to establish public information protocols
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> Continue emergency push and preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues

Time	Task	Deliverables/Milestones
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> • Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> • Assign monitors to trucks and assign supervisors to monitors • Hold morning and afternoon meeting with Okaloosa County staff and debris hauler • Implement QA/QC procedures • Continue ROW collection
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request • Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> • Review truck metrics provided by RecoveryTrac™ ADMS • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> • Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with local FEMA region officers, state-level emergency management representatives, USACE, etc.
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> • Waterway debris removal; PPDR; public drop-off sites; HHW; mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency • Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project Closeout		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files; provide electronic database • Assist with PW development • Assist Okaloosa County with long-term reimbursement • Audit assistance and appeal support if necessary

5.3 Emergency Push

During the emergency push period, debris removal contractors coordinate with Okaloosa County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the County to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks
- Administer sign-in and sign-out of labor and equipment to track time and materials charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

5.4 Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-

estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac™* ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

5.5 Damage Reporting





Following a disaster, the County will need to evaluate damages and identify priorities. Preliminary damage assessments are a critical component to receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech’s *RecoveryTrac™* ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico.

5.6 Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Truck Certification Report

Truck Certification	Driver/Placard Photo	
<p>RecoveryTrac 66 828761</p> <p>Truck Certification</p> <p>General Information</p> <p>Certification Date/Time: 10/28/2020 2:07 PM Applicant: ORALOOCHA COUNTY Director: FL - HURVICALE SALLY Contractor: POWERS GOLF - TOTAL URBAN FORESTRY Driver: EVERET SUAREZ Driver Phone: 407-279-2657 Vehicle Tag: F031110 Type: SELF-LOADING TRUCK Features:</p> <p>Measurements</p> <p>Primary Box (L x W x H): 233x101x103 = 2511564.0 (+) Type: Box (L x W x H): 42x101x31 = 133602.0 (+) Type: Box (L x W x H): 52x30x24 = 40536.0 (+) Type: Box (L x W x H): 27x5x5 = 8375.0 (-) Total Volume: 3063559.0 Cu Inches (46559) = 85.66 CuYds Curbed Volume (Curb's Yds): 65 CuYds</p> <p>Certification Team</p> <p>Measured By: UNDER REVIEW Contractor Rep: DAN HAYES Applicant Rep: ALLEN FOWLER</p> <p>Copyright 2022, Tetra Tech Inc., All Rights Reserved</p> <p>66 828761</p>		
<p>TRUCK-FRONTVIEW</p> 	<p>TRUCK-SIDEVIEW</p> 	<p>TRUCK-BACK-INTERIORVIEW</p> 

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac*[™] database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

5.7 Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations

1. Work Scheduling

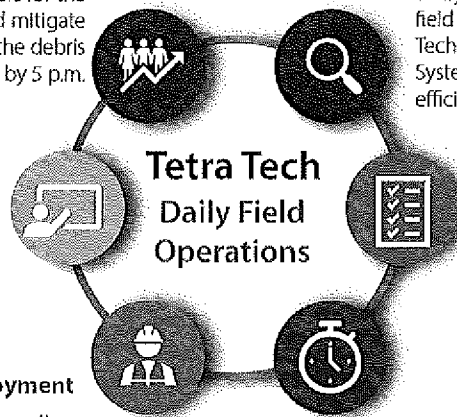
Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).



4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

Potential Delay

Tetra Tech Strategy

Inability of a debris contractor to respond with sufficient equipment

Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.

Leapfrogging by the contractor (cherry picking work being performed)

Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.

Delayed invoices by the contractor

Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met.

Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed

As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with Okaloosa County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

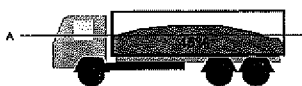
5.8 Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

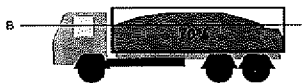
As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** Digitize and catalog scale tickets for weight-based hauling contracts.
- **Incident Report.** Document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is **45 percent**.



Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is **70 percent**.



Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is **85 percent**.



Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is **95 percent**.

Okaloosa County Debris Management Sites



Debris management challenges for Okaloosa County and its municipalities include **limited land availability** for debris sites in the southeastern portion of the County (Destin area) and **very rural areas in the northern portion of the County** that results in less efficient debris removal for the debris contractor.

The closed **Wright Landfill**, which the County currently utilizes for yard waste processing operations, was the debris management site utilized for staging and processing Hurricane Sally debris.

The Wright Landfill is a very centralized location for serving the southern portion of the County where a large percentage of County residents reside. The County also maintains closed landfill sites and borrow pits in the northern end of the County that are available for debris staging and reduction as necessary.

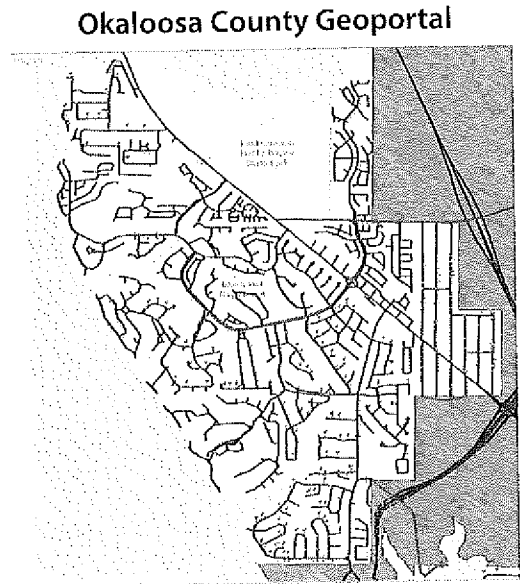
Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying Okaloosa County residence before a resident unloads debris at the site.

Right-of-Way Collection Reporting

Our *RecoveryTrac™* ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring. At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates.

As shown in the image on the right, **Tetra Tech developed a customized geoportal for the County that included interactive pins containing a picture for every single debris pile throughout the County.** As the trucks made their way throughout the County, the ability to visualize the clean-up effort and its path through was an invaluable tool.



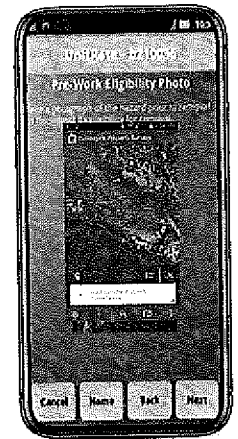
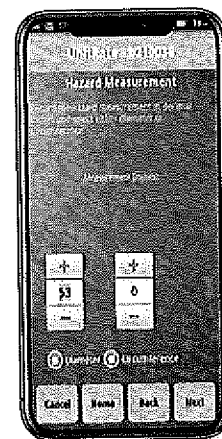
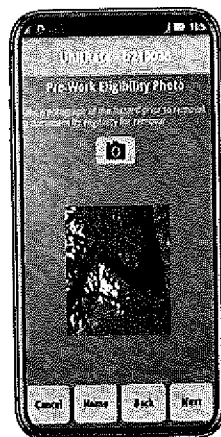
Our waypoint collection report is updated in real time and can be filtered by date. An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this information, Tetra Tech can view monitor locations and truck locations in real time.

5.9 Stumps and Leaners/Hangers

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task.

Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Hazardous Tree Mobile Suite



Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

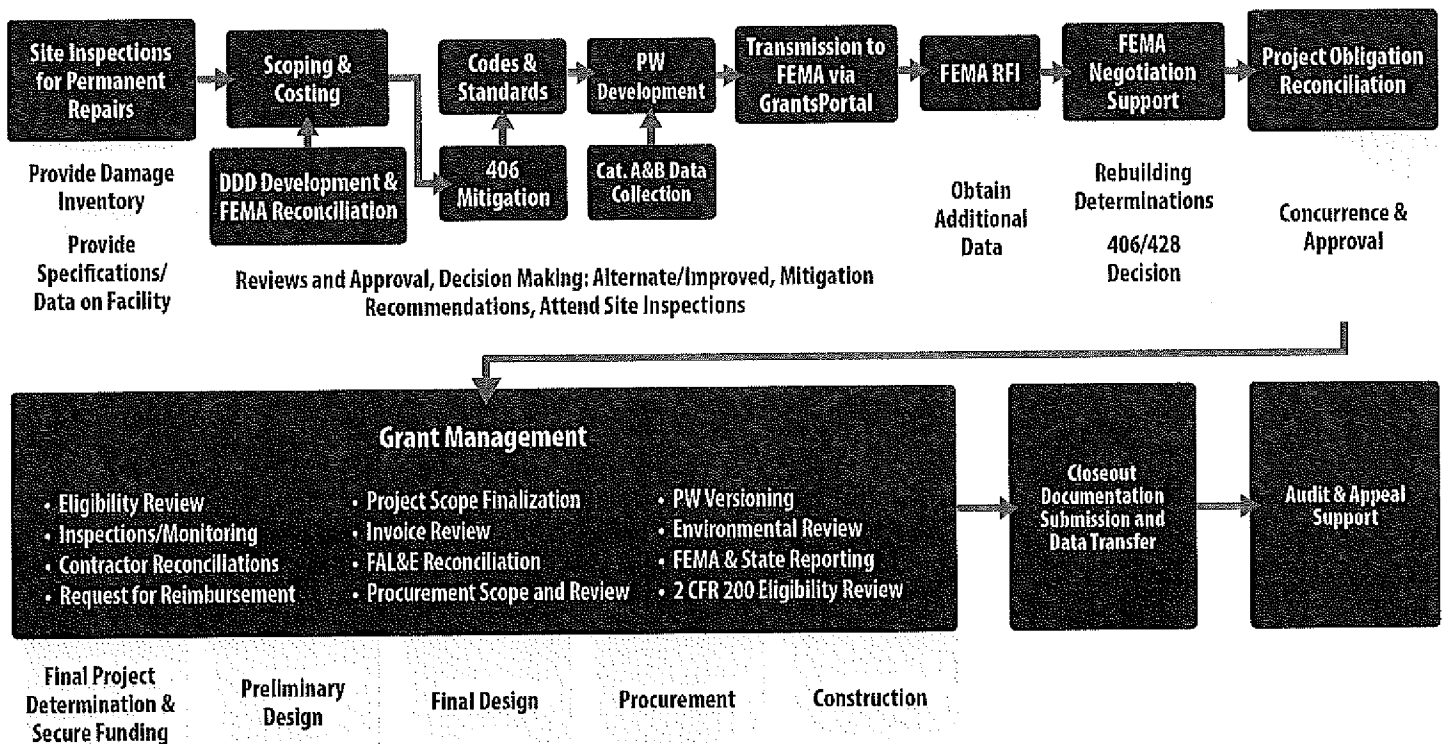
Okaloosa County Debris Hotline

Throughout Hurricane Sally clean-up efforts, Tetra Tech set up and managed a citizen's debris hotline for Okaloosa County where residents could call to inquire about disaster debris management services. Tetra Tech provided both the County and the caller with updates and resolutions to each contact by using an extensive spreadsheet that tracked every call to its conclusion. This proved to be very helpful to the County to help mitigate complaints.



5.11 Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



Project Formulation

Tetra Tech is prepared to assist the County in all levels of project formulation, including a comprehensive recovery strategy and timeline.

- Revisions to DI
- Sites inspections to damaged sites
- Detailed Damage Description development
- Essential Elements of Information
- FEMA Grants Portal upload and tracking
- Emergency Purchase Order Review/Reconciliation
- Review and reconciliation of supporting cost documentation
- Procurement reviews
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental & Historical Preservation reviews
- Insurance reviews and subrogation
- Codes and Standards Compliance
- 406 Hazard Mitigation Proposals
- Alternate or Improved Project selection
- 428 Program Election
- Resolution of FEMA Damages Under Review
- Responding to FEMA RFIs
- Negotiations with FEMA on project scope/cost

Grant Management

Tetra Tech is prepared to assist the County in all levels of grant management including, but not limited to:

- Eligibility Review
- Inspections/Monitoring
- Contractor Reconciliations
- Project Scope Finalization
- Procurement Scope and Review
- PW Versioning
- Environmental Review
- FEMA/FDEM Reporting
- 12/18 Month Extension Requests
- 2 CFR 200 Eligibility Review

Overall Grant Management Approach

Our team will deliver a program that can guide the County through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our clients on collecting the data upfront will lead to success as we monitor the County's program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report to the County on the status of the project.

Result: We have the most robust data management capability in the industry. The County can trust our team to collect and manage the most critical data throughout each phase of the County's FEMA PA program.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the County needs to support its recovery efforts. Tetra Tech will work closely with the County from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions for the County. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need for the County to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac™* data management tool. Aligning these systems will result in the County's ability to transmit data more quickly to FEMA and the State, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

Since first working in Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out".

Result: We are committed to supporting the County to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

Step 4 - Expedite the Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the County each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EELs) and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

5.12 Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we can issue are summarized on the following pages.

Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our clients' specific needs and provides reports tailored to any metrics not captured in the generic reports.

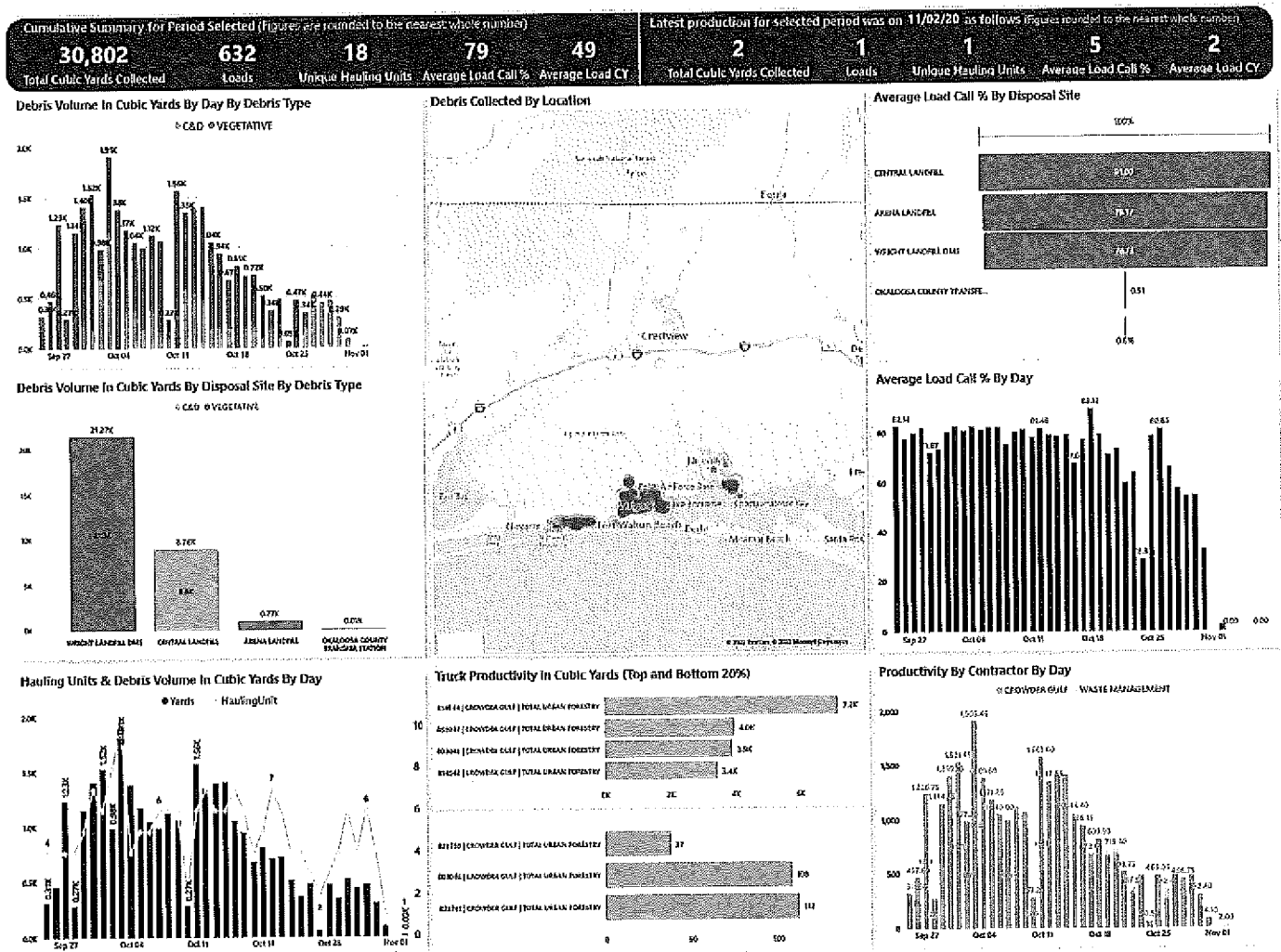
Daily Budget Status Reports

Tetra Tech provides a variety of daily reports that capture costs, statuses, work projections, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Specific examples of daily reports issued for prior projects include:

- **Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.

- **Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- **Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- **Daily Report Contractor Expenditure:** This report displays the services included in the project for the contractor and shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

Okaloosa County ROW Collection Dashboard



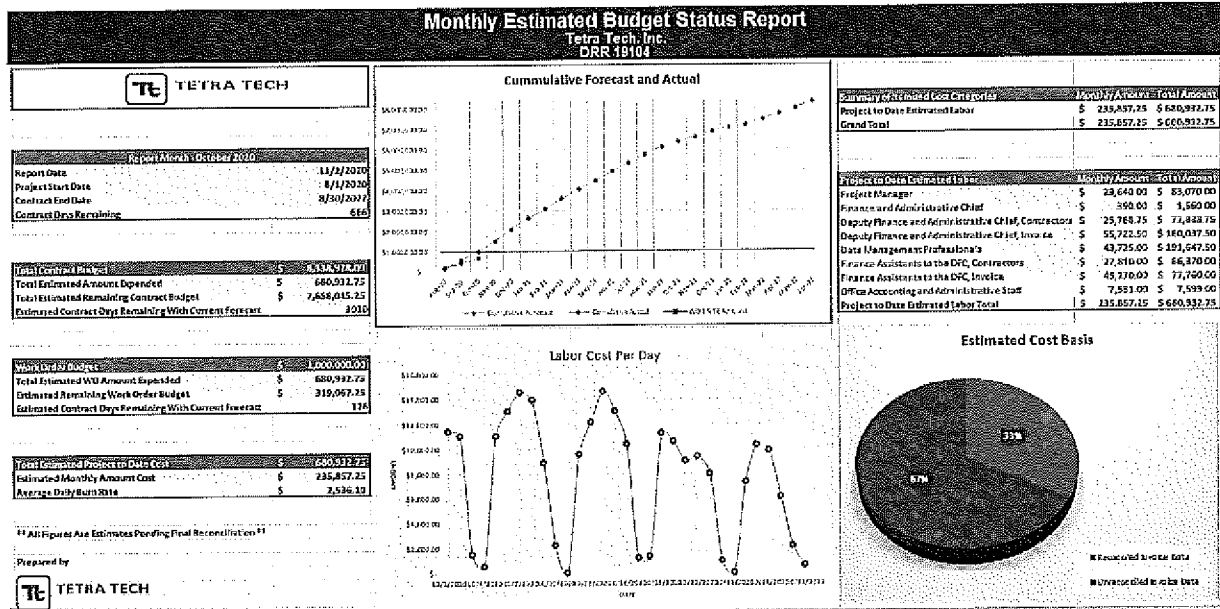
On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

Monthly Budget Status Report



Incident Reporting

Our ADMS technology allows field monitors to report incidents and provide supporting photographs in real time. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Incident Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION									
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	HI Pct	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION									
DAMAGE TO PROPERTY (Count: 2)									
PRIVATE PROPERTY-MAILBOX (Count: 1)									
Incident No.	Status	Priority	Date	Emp Invl	Contr Invl	Own Invl	Location	Reporting Center	
DP-2010-30951	Active	Normal	8/9/2010 6:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231-93.257018)	DARE ADEYANJU (58774)	

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.

Sample Report: Incident reports are available in real-time and can be accessed at any moment.

Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize pre-debris/tree removal and post-debris/tree removal conditions. The Final Report typically includes initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*[™] system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*[™] Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac*[™] license.

5.13 Contractor Reconciliation

The *RecoveryTrac*[™] system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*[™] database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- Invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

If *RecoveryTrac*[™] ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

Whether using *RecoveryTrac*[™] ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*[™] database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.

2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac*™ database records:
 - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
 - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
 - a. Contractor invoice
 - b. Tetra Tech transmittal letter and payment recommendation
 - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report											
<small>Monday, November 2, 2020</small>											
Invoice Cover Information						Invoice Number:		02-OCF-101520-02			
Applicant: OKALOOSA COUNTY						Date Of Invoice:		10/23/2020			
Contractor: CROWDER GULF						Gross Amount per Invoice:		\$161,532.75			
Disaster: FL - HURRICANE SALLY						Amount Held in Retainage:		\$0.00			
Invoiced Date Range: FROM 10/01/2020 TO 10/15/2020						Net Amount Invoiced for Payment:		\$161,532.75			
Supporting Electronic Backup Summary											
Code	Matching Service Description					Invoiced Qty	Invoiced Rate	Invoiced Total			
51A	C&D DEBRIS REMOVAL FROM ROW TO DISPOSAL					5,411.00	\$7.50	\$40,582.50			
50A	VEG DEBRIS REMOVAL FROM ROW TO DISPOSAL					12,721.50	\$7.00	\$89,050.50			
60A	SITE MANAGEMENT AND GRINDING OF VEG DEBRIS					12,757.50	\$2.50	\$31,893.75			
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):								\$161,532.75			
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):								\$0.00			
100% Payable Transactions:											
Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason	
6194927-1	44.00	\$7.00	\$308.00	6194927	10/01/2020	44.00	\$7.00	\$308.00	\$0.00	Verified and Approved	
6194927-2	44.00	\$2.50	\$110.00	6194927	10/01/2020	44.00	\$2.50	\$110.00	\$0.00	Verified and Approved	
6194928-1	44.00	\$7.00	\$308.00	6194928	10/01/2020	44.00	\$7.00	\$308.00	\$0.00	Verified and Approved	
6194928-2	44.00	\$2.50	\$110.00	6194928	10/01/2020	44.00	\$2.50	\$110.00	\$0.00	Verified and Approved	
6194929-1	44.00	\$7.00	\$308.00	6194929	10/01/2020	44.00	\$7.00	\$308.00	\$0.00	Verified and Approved	
6194929-2	44.00	\$2.50	\$110.00	6194929	10/01/2020	44.00	\$2.50	\$110.00	\$0.00	Verified and Approved	
7175820-1	64.60	\$7.50	\$484.50	7175820	10/01/2020	64.60	\$7.50	\$484.50	\$0.00	Verified and Approved	
7175821-1	68.40	\$7.00	\$478.80	7175821	10/01/2020	68.40	\$7.00	\$478.80	\$0.00	Verified and Approved	
7175821-2	68.40	\$2.50	\$171.00	7175821	10/01/2020	68.40	\$2.50	\$171.00	\$0.00	Verified and Approved	
7175822-1	53.25	\$7.00	\$372.75	7175822	10/01/2020	53.25	\$7.00	\$372.75	\$0.00	Verified and Approved	
7175822-2	53.25	\$2.50	\$133.13	7175822	10/01/2020	53.25	\$2.50	\$133.13	\$0.00	Verified and Approved	
7175823-1	57.00	\$7.00	\$399.00	7175823	10/01/2020	57.00	\$7.00	\$399.00	\$0.00	Verified and Approved	
7175823-2	57.00	\$2.50	\$142.50	7175823	10/01/2020	57.00	\$2.50	\$142.50	\$0.00	Verified and Approved	

Continued, see additional data through page 2
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5.14 Project Controls

Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles.

Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, our ADMS displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration.

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac*[™] system includes built-in controls that alert the data manager to anomalies that may be indicative of fraud, such as:

- **Turn-Around Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel

for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Safety and Health Standards

All occupational incidents can be prevented and no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.



Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

6. Part VI – References

Tetra Tech has provided references for multiple debris monitoring projects on page 12, including summaries of work completed. Of these references, projects of more than 500,000 CYs include:

Reference Project	Total CYs	Reference Contact
St. Johns County, Florida Hurricane Irma	674,901 CYs	Greg Caldwell, MPA , Public Works Director (904) 209-0132 gcaldwell@sjcfl.us
Collier County, Florida Hurricane Irma	4,004,300 CYs	Dan Rodriguez , Director, Solid and Hazardous Waste Management Division (239) 252-2504 danrodriguez@colliergov.net
Calcasieu Parish, Louisiana Hurricane Laura	6,913,566 CYs	Theresa T. Champeaux , Assistant Director of Public Works (337) 721-3700 tchampeaux@calcasieuparish.gov
U.S. Army Corps of Engineers Hurricane Michael	4,270,066 CYs	Leah Peterson , Resident Engineer (209) 409-4400 Leah.A.Peterson@usace.army.mil

7. Part VII- Key Staff

Tetra Tech provides the County with many leading experts in disaster debris monitoring that also have direct knowledge and experience with Okaloosa County. Our key staff are uniquely familiar with the County's DDMP, as well as its municipalities, solid waste facilities, and other vital infrastructure. Our staff's familiarity with the County will ensure a timely and seamless recovery process.

Closest Office: 3175 W. Tharpe St., Tallahassee, FL 32303

Role	Staff Name	Residence	Years Experience
Principal in Charge	Chuck McLendon	New Smyrna Beach, FL	32
Project Manager	Katie Taylor	Gulf Breeze, FL	20
Data Manager	Paris Atkinson	Orlando, FL	15

8. Part VIII- Capacity

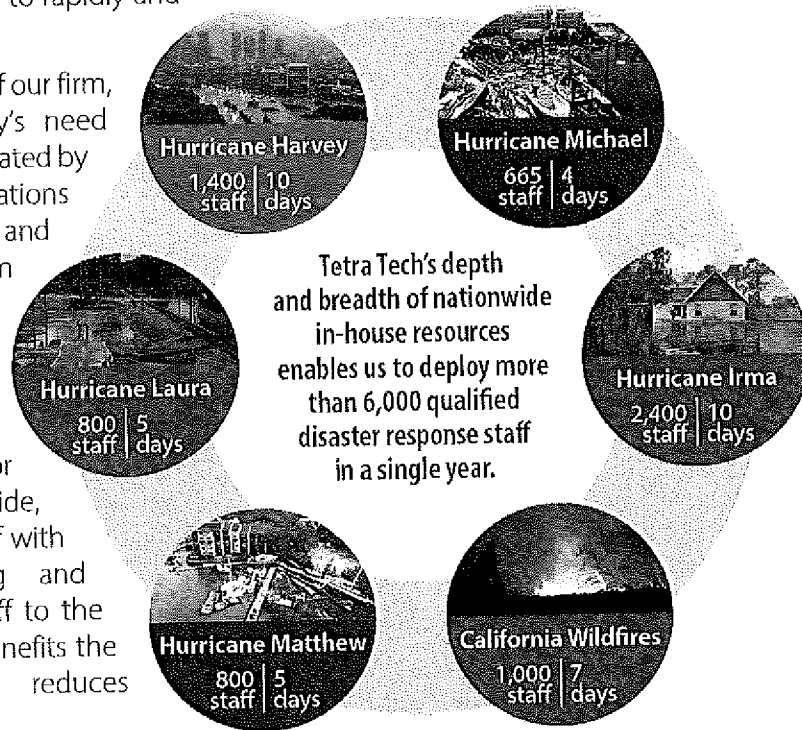
Tetra Tech is one of the largest professional services organizations in the United States. We currently rank **#4 in the Engineering News Record list of the Top Design Firms for 2021**. Our staff roster of over 21,000 staff (including over 900 full time staff in Florida alone) provides us with the capacity to take on some of the largest infrastructure and field environmental projects across the globe. Because of our ability to leverage our staffing resources – **we are regularly relied upon by federal and large-scale agencies** such as the USAID, USACE, U.S. EPA, FEMA, and FDEP on large scale, regional assignments.



Tetra Tech is recognized for our ability to quickly and effectively respond to emergency field activations. While Tetra Tech is a very large organization with the capability to mobilize for numerous communities simultaneously, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. Upon careful consideration of our contractual obligations in the Florida panhandle and capacity of our staffing and field logistics teams, we certify that **Okaloosa County will receive our full commitment to ensure this contract's success at all times**. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work. As elaborated throughout this proposal, we have the existing staff, systems, and policies needed to rapidly and effectively respond to the County's needs.

Due to the nature and deep pool of resources of our firm, we are able to scale to meet the County's need regardless of size or scope of work. As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients.

In many cases, we respond rapidly within hours of receiving notice-to-proceed and fully staff projects within 5-7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide, leveraging both our in-house and on-call staff with demonstrated disaster response training and experience. We prioritize deploying local staff to the maximum extent practical, which not only benefits the local post-disaster economy but also reduces mobilization and transportation costs.



Staffing, Logistics, and Resources

Critical to the success of debris monitoring missions are experienced, well-trained staff as well as effective logistics to ensure that staff have the tools and supplies needed to execute their jobs. Tetra Tech has the **largest team of senior field environmental personnel with specific experience** in a broad range of applicable fields including solid and hazardous waste management, environmental permitting and compliance, project management, and FEMA PA Program compliance. In addition, we have a **team of recruiters and trainers to recruit, onboard, and train the local staff** that we utilize for our field monitoring activities. Finally, Tetra Tech has a **proven logistics team** that ensures that our field project

teams have all necessary resources – from hotel and rental car accommodations to field construction trailers and safety equipment – to perform their jobs effectively.



SENIOR & PROJECT MANAGEMENT

Our project team includes a senior management team comprised of several of the most experienced debris management and FEMA PA Program experts in the country, in addition to seasoned field project managers and operations managers. **Proposed project manager, Katie Taylor, has previously mobilized to lead Tetra Tech’s debris monitoring operations in Okaloosa County – and will return to lead our team with zero learning curve.**



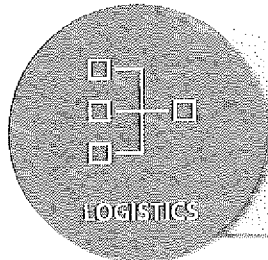
RECRUITING & SURGE HIRES

At the essence of debris monitoring is the ability to rapidly recruit, hire, and train local staff on FEMA debris management eligibility policy. Tetra Tech maintains the largest **roster of debris monitoring personnel** in the industry (including our prior staff from the 2020 Hurricane Sally mobilization) as well as a **robust recruiting department** that is adept at utilizing proven forms of advertising and recruitment including foot/flyer campaigns and social media.



FIELD MONITOR TRAINING

Tetra Tech recognizes that the quality of our FEMA debris management training programs is critical to the success of our field operations. As a result, we have invested in one of the **most comprehensive training programs in the industry**. Our training program includes classroom instruction by our debris management experts on FEMA eligibility guidelines, job responsibilities, and ADMS operations.



LOGISTICS

Without effective field logistics support, a disaster debris monitoring program is destined for failure. Staff require support with accommodations, rental vehicles, office/construction trailers, ADMS and safety equipment, and numerous other supplies and tools. Tetra Tech has a team of **full-time logistics staff** who are purely dedicated to serving our field operations teams. We are also equipped with **multiple warehouse locations** filled with gear required to stand-up and sustain debris monitoring operations.

Nearby Obligations

Tetra Tech’s current standby contractual obligations for debris monitoring for clients within 100 miles of Okaloosa County include:

Client	Type	Contract Expiration	Project Manager
City of Lynn Haven	Standby	8/30/23	Bob Gresenz
City of Parker	Standby	12/22/23	Bob Creech
City of Pensacola	Standby	10/27/26	Tommy Webster
City of Springfield	Standby	12/31/23	David Simms
City of Callaway	Standby	12/31/23	Damon Walker
Santa Rosa County	Standby	7/13/24	Phil Ivey
Walton County	Standby	11/26/22	Donald Kunish

The project field staff committed to Okaloosa County will be 100% dedicated to the County upon activation.

9. Part IX – Cost Fee Schedule

Tetra Tech has provided a Cost Proposal Form/Fee Schedule in the following pages. The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Provide the name and residence of the proposed:

- a. Closest office
- b. Principle in charge
- c. Local On Site Project Manager
- d. Data Collection Manager

Part VIII- Capacity

Capacity to perform services timely for the Owner is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities.. Provide current obligations of Respondent, including time schedules and staff committed.

Part IX -- Cost Fee Schedule

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up receiving approval from Owner. Proposer may also include additional, optional positions and services.

<u>POSITIONS</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Project Manager	\$ <u>90.00</u>	120	<u>\$10,800.00</u>
Operation Managers	\$ <u>55.00</u>	960	<u>\$52,800.00</u>
Data Manager	\$ <u>55.00</u>	100	<u>\$5,500.00</u>
GIS Analyst	\$ <u>45.00</u>	100	<u>\$4,500.00</u>
Field Supervisor	\$ <u>50.00</u>	400	<u>\$20,000.00</u>
Debris Site/Tower Monitors	\$ <u>36.00</u>	2,000	<u>\$72,000.00</u>
Collection Monitor	\$ <u>37.00</u>	8,600	<u>\$318,200.00</u>
Data Entry Clerk/Clerical	\$ <u>35.00</u>	100	<u>\$3,500.00</u>

PROPOSAL PREPRATION INSTRUCTIONS

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

Additional Rates

Based on the County's Scope of Work, various grant management and/or disaster recovery consulting roles may be needed following activation. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for additional positions that may be required to fulfill the areas of the scope of work outside of debris monitoring. If the County requires additional information, it can be provided upon request.

Description	Hourly Rate	Job Description
Call Center Staff	\$35.00	Call center staff receive calls and correspondence and interact with callers in a professional manner. Call center staff choose appropriate questions to uncover caller's purpose and needs, and present, explain, and provide applicable, accurate, and appropriate information with respect to programs and services that could assist callers.
Billing/Invoice Analyst	\$60.00	Billing/invoice analysts work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. Billing/invoice analysts develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.
Administrative Assistant	\$68.25	Serves as administrative support staff to consulting teams; duties can include administrative support (meeting scheduling, conference logistics), consulting records and documentation support (gathering, publishing, retention, organization), communications support and related project team support performed with some supervision.
Consulting Aide	\$110.25	Serves as support to consulting teams in carrying out large scale repeatable processes in a number of roles, including but not limited to project coordination, quality assurance testing, graphic artistry, help desk support, data entry, communications, technical writing, training development and delivery.
Grant Management Specialist	\$126.00	Serves as a consulting team member on projects related to an area of relevant grant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs testing and analysis, drafts reports and findings. Performs tasks under the supervision of a more experienced professional.
Damage Assessment Estimator	\$131.25	Responsible for accessing and compiling related support documentation for cost estimating repair/replacement costs, reviewing cost estimates. This position will also review cost estimates developed by State and Federal external agencies for concurrence on behalf of the County. Performs tasks under the supervision of a more experienced professional.
Engineer/Planner/Analyst	\$152.25	Responsible for providing technical knowledge in area of expertise. Tasks include: coordinating between specialties, managing a team, interfacing with relevant points of contact, and providing oversight of technical deliverables. Participate in teams for mitigation analysis of specific projects, develop a range of consistent project alternatives for

Senior Grant Management Specialist	\$157.50	<p>client review, develop cost estimates for the mitigation measures, prepare and present recommendations to the client, and finalize the mitigation elements of projects including narrative, drawings, calculations, and cost estimates. Support planning projects including participating in planning meetings as necessary, gathering data, conducting research, and contribute to deliverables. Performs tasks under the supervision of a more experienced professional.</p> <p>Serves as a consulting team lead or senior consultant on projects related to an area of relevant grant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs testing and analysis, drafts reports and findings, supervises and reviews the work of lesser experienced staff and contributes to the engagement planning.</p>
Senior Damage Assessment Estimator	\$162.75	<p>Responsible for accessing and compiling related support documentation for cost estimating repair/replacement costs, reviewing cost estimates. This position will also review cost estimates developed by State and Federal external agencies for concurrence on behalf of the County. Oversee junior staff performing related repeatable tasks.</p>
Senior Engineer/Planner/Analyst	\$189.00	<p>Responsible for providing technical knowledge in area of expertise. Tasks include: coordinating between specialties, managing a team, interfacing with relevant points of contact, and providing oversight of technical deliverables. Participate in and lead teams for mitigation analysis of specific projects, develop a range of consistent project alternatives for client review, develop cost estimates for the mitigation measures, prepare and present recommendations to the client, and finalize the mitigation elements of projects including narrative, drawings, calculations, and cost estimates. Lead planning projects including participating in planning meetings as necessary, gathering data, conducting research, and writing the initial draft of client deliverables. Supervises and reviews the work of lesser experienced staff and contributes to the engagement planning.</p>
Project Executive	\$231.00	<p>Serves as an engagement leader or subject matter specialist in an area of relevant management consulting such as risk management, operations, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Determines the nature, timing, and extent of procedures and has the final authority in the conduct of engagements and full responsibility for the work performed.</p>

10. Appendix

In the following pages, Tetra Tech has provided:

- **Key Personnel Resumes:** We have limited resumes to abridged, 1-page summaries for 5 individuals as requested by the County, and welcome the opportunity to provide additional information upon request.
- A. **Drug-Free Workplace Certification**
- B. **Conflict of Interest Disclosure Form**
- C. **Federal E-Verify Compliance Certification**
- D. **Cone of Silence**
- E. **Indemnification and Hold Harmless**
- F. **Company Data**
- G. **Addendum Acknowledgement**
- H. **Certification Regarding Lobbying**
- I. **Government-wide Debarment, Suspension**
- J. **System of Award Management**
- K. **Vendors on Scrutinized List**
- L. **Grant Funded Clauses**
- M. **Buy America Certificate**
- N. **List of References**
- O. **Certificate of Good Standing State of Florida**
- P. **Sworn Statement – Public Entity Crimes**



Chuck McLendon

Principal in Charge



31+ YEARS OF EXPERIENCE

100M CYS OF DEBRIS

\$2.5B FEMA PA REIMBURSEMENT

Areas of Expertise

- Solid and Hazardous Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Cost of Service Evaluations
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

Disasters

- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

Education

Florida State University
Bachelor of Science, Business Marketing, 1991

FEATURED EXPERIENCE

Surfside Condominium Collapse (2021)

Miami-Dade County, Florida

The collapse of the twelve story Champlain Towers South condominium was a high-profile, catastrophic event. Mr. McLendon served as Principal in Charge for Tetra Tech to Miami-Dade County following the collapse on June 24, 2021. Mr. McLendon was on the ground at the collapse site within hours of the building collapse and County activation in order to assess the resources needed to assist the County with emergency debris removal. Over the next several days, he assisted the County with contractor procurement efforts, and developing and executing a plan to monitor debris removal.

Hurricane Sally (2020)

Okaloosa County, FL

Mr. McLendon has provided solid waste consulting services to Okaloosa County, FL for more than 15 years. Following the impact of Hurricane Sally, Mr. McLendon assisted the County in deciding whether activating the County's disaster debris contractor was appropriate. Following activation, Chuck provided senior level oversight to ensure that our response crews were meeting client expectations.

Hurricane Irma (2017)

Numerous Central Florida Jurisdictions

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

ADDITIONAL PROJECTS

- Okaloosa County Franchise Solid Waste Hauler Procurement (2017)
- Okaloosa County Solid Waste Facilities Assessment (2020)
- Calcasieu Parish, LA | Hurricane Laura (2020)
- Boiling Spring Lakes, NC and Briarcliff Acres, SC | Hurricane Florence (2018)
- South Carolina Emergency Management Division | Severe Flooding (2017)
- St. Johns and Flagler Counties, Florida | Hurricane Matthew (2016)
- Escambia County, FL | Severe Flooding (2014)
- U.S. Army Corps of Engineers | Northern Alabama Tornadoes (2011)
- Virginia Department of Transportation | Hurricane Irene (2010)
- Escambia and Santa Rosa Counties, FL | Deepwater Horizon Oil Spill (2010)
- Texas Department of Transportation | Hurricane Ike (2008)
- City of New Orleans, LA | Hurricanes Katrina and Gustav (2007-2009)
- Escambia County, City of Pensacola, FDOT District 3 | Hurricane Ivan (2004)
- City of Orlando, FL | Hurricanes Charley, Frances, and Jeanne (2004)



Allison McLeary, J.D.

Reimbursement Specialist



18 YEARS OF EXPERIENCE

Areas of Expertise

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

Grant Experience

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG
- ARPA

Education

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

FEATURED EXPERIENCE

Director, Disaster Recovery Programs (March 2021 – Present)

Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation.

Recovery Bureau Chief (2020 –2021)

Compliance and Appeals Officer (2018 –2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida (\$9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented \$4.1 Billion in Recovery funds in the period January 2019-February 2021, including \$2.7 Billion in PA and over \$300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for \$1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. (\$1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor’s Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

ADDITIONAL EXPERIENCE

Recovery Legal Counsel (2017 –2018)

Louisiana GOHSEP

Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery. Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR). Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA.

FirstNet Program Manager (2015 –2017)

Louisiana Division of Administration

Oversaw effort to identify needs, perform gap analyses, and plan for the buildout of the State’s portion of the Nationwide Broadband network.

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections

Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations.



Katie Taylor
Project Manager

20+ YEARS OF EXPERIENCE

10+ DISASTERS

Areas of Expertise

Disaster Debris Monitoring
Emergency Management
Management/Project Management
Federal Construction

Education

Bachelor of Science, Mississippi College, 1997

Special Skills

Fluent in Spanish

FEATURED EXPERIENCE

Project Manager (2020)

Okaloosa County, FL | Hurricane Sally

Okaloosa County was impacted by Hurricane Sally in Sept., 2020. Ms. Taylor assisted in identifying, hiring and training local staff; quantifying debris quantities; documenting of force account labor and equipment usage; and general project oversight. Ms. Taylor has overseen the team that has monitored the collection of more than 30,000 cubic yards of material that impacted areas of the county.

Regional Operations Manager (2018-2020)

Multiple Florida Clients | Hurricane Michael

Following Hurricane Michael in October of 2018, Ms. Taylor worked as Regional Operations Manager with Tetra Tech for numerous Florida clients including the City of Parker, City of Springfield, Bay County and FDEP. Under the umbrella of a Regional Project Manager, the City of Parker was managed directly by Ms. Taylor. Duties and responsibility included daily oversight of monitors and supervisors, to include disposal, collection as well as leaner/hanger monitors. Ms. Taylor was tasked with overseeing detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, dispatch which included scheduling, site and monitor placement, QA/QC, management of staff as well as various other responsibilities.

Operations Manager and Project Manager (2017)

Polk County and Highlands County | Hurricane Irma

Following Hurricane Irma in September of 2017, Ms. Taylor worked for Tetra Tech as Operations Manager and Project Manager for Highlands County and Operations Manager in Polk County in Central Florida. Ms. Taylor was responsible for hiring and management of hundreds of temporary employees as well as the organization and daily oversight of these employees. Ms. Taylor was responsible for day-to-day operations of employees which included initial training as well as daily safety briefings and on-going training throughout the project. Ms. Taylor was tasked with detailed record keeping/documentation and client relations. Ms. Taylor ensured all employees carried out strict compliance of FEMA guidelines. Ms. Taylor was responsible for the daily operations, data management, site and monitor placement, QA/QC, management of staff as well as various other responsibilities. Between the two counties, Ms. Taylor assisted in the hiring and management of over 300 personnel and over 3 million cubic yards of material being removed.

ADDITIONAL EXPERIENCE

- Project Manager (2021 – Present) | Tangipahoa Parish, Louisiana | Hurricane Ida
- Project Manager (2021) | City of Covington, Louisiana | Hurricane Ida
- Project Manager (2021) | City of Gulfport, Mississippi | Hurricane Zeta
- Project Manager (2020) | City of Sulphur, Louisiana | Hurricane Laura
- Operations Manager (2018) | New Bern North Carolina | Hurricane Florence
- Project Manager (2007) | Waycross, Georgia | The Big Turnaround Fire
- Project Manager (2005) | Hancock County, Mississippi | Hurricane Katrina
- Project Manager (2004) | Santa Rosa County, Florida | Hurricane Ivan



Allen Fowler

Operations Manager

5 YEARS OF
EXPERIENCE

6 DISASTERS

Areas of Expertise

Truck Certification

Field Monitor Training

Scheduling and Dispatch

Debris Management Site Operations

EXPERIENCE SUMMARY

Mr. Fowler is an highly skilled Operations Manager who has been activated on multiple major debris management events. Mr. Fowler is well-versed in all aspects of field debris monitoring, including truck certification, monitor training, scheduling and dispatch, debris eligibility, debris management site operations, and haul-out. Mr. Fowler was previously activated for Okaloosa County in response to Hurricane Sally, which will allow him to immediately mobilize to the County's exact expectations with no learning curve.

FEATURED EXPERIENCE

Operations Manager (September 2021)

Hurricane Ida | Rapides Parish, LA

Mr. Fowler oversaw the day-to-day operations of Tetra Tech's response to Rapides Parish following Hurricane Ida. He was responsible for the training and scheduling of the disposal site staff and for the removal of over 97,000 CYs of debris from the Parish.

Operations Manager (June 2021)

Flooding Event | City of Lake Charles, LA

Mr. Fowler served as an operations manager for the City of Lake Charles following a severe flooding event. Mr. Fowler was responsible for the day-to-day operations of the project including truck certification and collection, as well as disposal operations.

Operations Manager (October 2020)

Hurricane Sally | Okaloosa County, FL

Mr. Fowler was dispatched to Okaloosa County following Hurricane Sally's impact. Mr. Fowler oversaw disposal site operations at the Wright Landfill and also supported a range of other duties, including truck certification and field supervision.

Operations Manager (August 2020)

Hurricane Laura | Sulphur, LA

Mr. Fowler oversaw the operations of disposal sites as well as the training and scheduling of disposal site staff after Hurricane Laura had a devastating impact throughout the State of Louisiana, making landfall as a Category 4 storm.

Operations Manager (October 2018-March 2020)

Hurricane Michael | North Florida

Mr. Fowler led training efforts for field debris monitors and then subsequently managed day-to-day operations for several small cities in Bay County, FL. Following completion of field activities for the City of Parker, Mr. Fowler transitioned his duties to help close-out right of way collection activities for the cities of Callaway and Springfield. Additionally, he supported waterway and PPDR projects for Bay County, FL.

Field Monitor (September 2017-September 2018)

Hurricane Irma | Highlands & Polk Counties, FL

Mr. Fowler was mobilized to Highlands and Polk County as a field debris monitor following Hurricane Irma's impact across the state of Florida. Mr. Fowler rapidly increased his responsibilities and expertise, resulting in a promotion to operations manager, a role which he retained during the project until completion.



Rob Ezelle

Operations Manager

6 YEARS OF EXPERIENCE

5 DISASTERS

Areas of Expertise

Eligibility and Reimbursement

Project Staffing and Training

Coordination of multiple funding/reimbursement agencies

Grant Experience

FEMA Public Assistance

NRCS-ER

Key Training/Certifications

FEMA IS – 100.c

FEMA IS – 101.c

FEMA IS 102.C

FEMA IS 200.c

FEMA IS 230.d

Education

Auburn University, Materials Engineering, 1991

EXPERIENCE SUMMARY

As an operations and field project manager, Mr. Ezelle has overseen some of Tetra Tech's largest and most technically challenging projects, including the management and oversight of field operations for some of Tetra Tech's largest engagements. This includes Hurricane Matthew, Harvey, and Irma along with multiple wildfire remediation projects. Mr. Ezelle is familiar with all aspects of debris monitoring and reimbursement including staff training, documentation, eligibility, truck certification, and data management.

Most recently, Mr. Ezelle oversaw field operations following Hurricane Michael in Southwest Georgia, where he responded to the City of Albany, Georgia and Dougherty County, Georgia, as well as 12 other counties assigned by the USACE.

FEATURED EXPERIENCE

Operations Manager (2016 – Present)

Mr. Ezelle has served as Operations Manager on the following projects:

- Collier County, FL – Hurricane Irma DR-4337 | 3,137,314 CYs
- Charlotte County, FL – Hurricane Irma DR-4337 | 6,212 tons
- City of Naples, FL – Hurricane Irma DR-4337 | 201,896 CYs
- City of Marco Island, FL – Hurricane Irma DR-4337 | 271,733 CYs
- City of Cape Coral, FL – Hurricane Irma DR-4337 | 367,636 CYs (ROW), 165,776 CY (Waterway)
- City of Victoria, TX – Hurricane Harvey DR-4332 | 16,436.45 CYs
- City of Albany, GA – GA Tornadoes DR-4297 | 700,000 CYs
- Volusia County, FL – Hurricane Matthew DR-4283 | 1.6M CYs
- Chehaw Park Authority – Hurricane Michael DR-4400 | 23,000 CYs

Project Manager (2017 – Present)

- City of Wharton, TX – Hurricane Harvey, TX DR-4332 | 35,000 CYs
- City of Albany, GA – Hurricane Michael DR-4400 | 350,000 CYs
- Dougherty County, GA – Hurricane Michael DR-4400 | 200,000 CYs
- USACE GA Projects – Hurricane Michael DR-4400 | 4M CYs
- Navy (November 1991 – July 2006)

Field Supervisor (2017)

- Nassau County Waterways Survey – Hurricane Matthew DR-4283 | 8,407.55 CYs

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: September 14, 2022

SIGNATURE: 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel
(Typed or Printed)

ADDRESS: 2301 Lucien Way
Suite 120
Maitland

TITLE: Business Unit President

PHONE NO. 321-441-8511

E-MAIL: TDR.contracts@tetrattech.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)

FIRM NAME: Tetra Tech, Inc.

BY (PRINTED): Jonathan Burgiel

BY (SIGNATURE): 

TITLE: Business Unit President

ADDRESS: 2301 Lucien Way, Suite 120, Maitland, FL 32751

PHONE NO.: 321-441-8511

E-MAIL : TDR.contracts@tetrattech.com


DATE: September 14, 2022

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: September 14, 2022

SIGNATURE: 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel

ADDRESS: 2301 Lucien Way
Suite 120
Maitland, FL 32751

TITLE: Business Unit President

E-MAIL: TDR.contracts@tetrattech.com

PHONE NO.: 321-441-8511

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFP) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

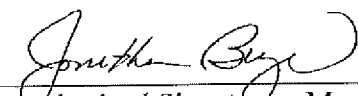
I Jonathan Beze representing Tetra Tech, Inc.
Signature Company Name

On this 14 day of September 2022, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Tetra Tech, Inc.
Respondent's Company Name


Authorized Signature – Manual

2301 Lucien Way, Suite 120, Maitland, FL 32751
Physical Address

Jonathan Burgiel
Authorized Signature – Typed

2301 Lucien Way, Suite 120, Maitland, FL 32751
Mailing Address

Business Unit President
Title

321-441-8511
Phone Number

321-441-8501
FAX Number

407-353-0342
Cellular Number

407-353-0342
After-Hours Number(s)

September 14, 2022
Date

COMPANY DATA

Respondent's Company Name: Tetra Tech, Inc.

Physical Address & Phone #: 2301 Lucien Way, Suite 120
Maitland, FL 32751
321-441-8511

Contact Person (Typed-Printed): Jonathan Burgiel

Phone #: 321-441-8511

Cell #: 407-353-0342

Email: TDR.contracts@tetrattech.com

Federal ID or SS #: 95-4148514

DUNS' # 080106449

Respondent's License #: n/a

Fax #: 321-441-8501

Emergency #'s After Hours,
Weekends & Holidays: 407-353-0342

***THE EMAIL ADDRESS INFORMATION PROVIDED WILL BE USED FOR AWARD/NON-
AWARD NOTIFICATION***

LOBBYING - 31 U.S.C. 1352., 49 CFR Part 20, 6 CFR Part 9, 31 CFR Part 21

CERTIFICATION REGARDING LOBBYING

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

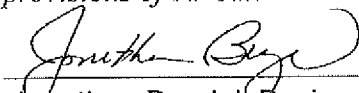
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. [
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Tetra Tech, Inc., 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. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business
Unit President

Name and Title of Contractor's Authorized Official

September 14, 2022

Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative Jonathan Burgiel, Business Unit President



Signature

September 14, 2022

Date

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name:	<u>Tetra Tech, Inc.</u>
Entity Address:	<u>2301 Lucien Way, Suite 120, Maitland, FL 32751</u>
Duns Number:	<u>080106449</u>
CAGE Code:	<u>0YEM5</u>

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: September 14, 2022

COMPANY: Tetra Tech, Inc.

ADDRESS: 2301 Lucien Way
Suite 120
Maitland, FL 32751

PHONE NO.: 321-441-8511

SIGNATURE: 

NAME: Jonathan Burgiel
(Typed or Printed)

TITLE: Business Unit President

E-MAIL: TDR.contracts@tetrattech.com

Title VI Clauses for Compliance with Nondiscrimination Requirements
Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by

the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Assurance of compliance with civil rights requirements: The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

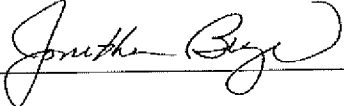
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
 - (2) Has a value of more than \$3,500; and
 - (3) Includes work performed in the United States.
-

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: September 14, 2022

SIGNATURE: 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel

ADDRESS: 2301 Lucien Way
Suite 120
Maitland, FL 32751

TITLE: Business Unit President

E-MAIL: TDR.contracts@tetrattech.com

PHONE NO.: 321-441-8511

**Grant Funded Clauses
Exhibit "B"**

This Exhibit is hereby incorporated by reference into the main *Procurement*.

**FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE
SERVICES AND GOODS UNDER THIS SOLICITATION**

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant - TBD. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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 *Proposer* 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 *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* 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 *Proposer* 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 *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* 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 *Proposer* 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 *Proposer* becomes involved in,

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award

Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. 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 must 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 non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

Federal Changes: *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the

grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 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.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with a *resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding.

Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.

The Business Unit President on behalf of
Tetra Tech, Inc. the *proposer* is authorized to sign below and confirm the *proposer*
is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries
and further examination of the law and requirements as is necessary to comply.

DATE: September 14, 2022

SIGNATURE: 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel

ADDRESS: 2301 Lucien Way

TITLE: Business Unit President

Suite 120
Maitland, FL 32751

E-MAIL: TDR.contracts@tetrattech.com

PHONE NO.: 321-441-8511

References:

List a minimum of three (3) references which reflect experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service. **Failure to provide references as requested may result in rejection of proposal.**

Reference #1

Organization Name: St. Johns County, Florida Telephone #: (904) 209-0132

Contact Name: Greg Caldwell, MPA, Public Works Director E-mail Address: gcaldwell@sjcfl.us

Scope of Work Provided: Disaster debris monitoring services (Hurricane Irma) - 674,900+ CYs

Reference #2

Organization Name: Collier County, Florida Telephone #: (239) 252-2504

Contact Name: Dan Rodriguez, Director E-mail Address: danrodriguez@colliergov.net

Scope of Work Provided: Disaster debris monitoring services (Hurricane Irma) - 4,004,300+ CYs

Reference #3

Organization Name: Calcasieu Parish, Louisiana Telephone #: (337) 721-3700

Contact Name: Theresa T. Champeaux, Assistant Director of Public Works E-mail Address: tchampeaux@calcasieuparish.gov

Scope of Work Provided: Disaster debris monitoring services (Hurricane Laura - 6,913,560+ CYs

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted for Tetra Tech, Inc.

2. This sworn statement is submitted by Jonathan Burgiel, Business Unit President

Whose business address is: 2301 Lucien Way, Suite 120, Maitland, FL 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is. 95-4148514

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

statement: _____

3. My name is Jonathan Burgiel and my relationship to the entity named above is Business Unit President

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

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

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means: (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

Date: September 14, 2022 Signature: *Jonathan Buz*

STATE OF: Florida

COUNTY OF: Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 14 day of September, in the year 2022.

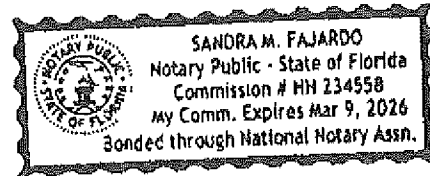
My commission expires: March 9, 2026

Notary Public
Sandra Fajardo
Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Personally known

Type of ID



BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

As applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA).

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.*

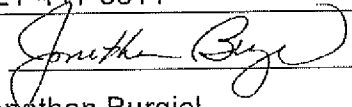
Date: September 14, 2022

Company: Tetra Tech, Inc.

Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751

Email: TDR.contracts@tetratech.com

Phone: 321-441-8511

Signature: 

Name: Jonathan Burgiel

Title: Business Unit President

*Not applicable to Tetra Tech, as this scope of work is not anticipated to include the purchase of goods covered by the Buy America Certificate. Disaster debris monitoring services typically do not typically require the purchase of materials such as iron, steel, manufactured products, or construction materials to be permanently incorporated into infrastructure projects.

State of Florida

Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Randy R. Lee
Secretary of State

Tracking Number: 2084199362CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**American Rescue Plan Contract Clauses
Exhibit "C"**

Federal regulations applicable to this contract include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this contract.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- iv. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- v. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- vi. Generally applicable federal environmental laws and regulations.

PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [Okaloosa County Board of County Commissioners] by the U.S. Department of the Treasury."

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractors should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractors should adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

The Business Unit President on behalf of Tetra Tech, Inc. the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: September 14, 2022

SIGNATURE: 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel

TITLE: Business Unit President

FEMA GRANT FEDERAL FUNDING CLAUSES
Exhibit "C"

ACCESS TO RECORDS

- (1) The Contractor agrees to provide Okaloosa County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

- (2) 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. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

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

PROGRAM FRAUD, AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (4) Contractors must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of this contract, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, applies to their actions under this contract.

LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYCOPYRIGHT AND DATA RIGHTS

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

CHANGES AND MODIFICATIONS

- (6) Under a FEMA grant or cooperative agreement award, Okaloosa County BOCC must be allowed to make contract changes, modifications, amendments, addendums, change orders, or constructive changes so long as they are within the scope of work outlined in this contract and the FEMA grant or cooperative agreement and required to meet Federal or Florida State statutes.

DRAFT
APPENDIX F
AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA

AND

CONTRACT ID

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this _____, day of _____, 20____, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and _____, a _____ authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor for Emergency Debris Removal Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Procurement RFP PW 57-22 and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Compensation- Cost Fee Schedule
Attachment "E" – Vendors on Scrutinized List

2. Services. Contractor agrees to perform the following services, Emergency Debris Removal Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County.

Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall when all parties have signed, and shall continue for a period of three (3) years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of __ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon _____. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the Florida Local Government Prompt Payment Act any disputes related to payments will be handled in accordance with the Florida Local Government Prompt Payment Act, dispute resolution procedures. A link to the relevant statutes listing the dispute resolution procedures is:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0218/0218PartVIIContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20218%2D%3EPart%20VII

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the

County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a. If, through any cause within its control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. In addition, the County shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by the County in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The County shall have the right to offset from any amounts due to Contractor under this Agreement or any other contract between the County and Contractor all damages, losses, costs or expenses incurred by County as a result of such event of default and due from Contractor pursuant to the terms of this Agreement or any other contract.

i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.

ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

iii. Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

b. Alternatively, prior to a default being issued by the County to the Contractor, the County may, at its sole discretion, seek a dispute resolution procedure to resolve issues that prove difficult to resolve. The County is not obligated to follow this alternative procedures should it determine, in its sole discretion, it is more appropriate to issue a notice of default. If the County chooses to proceed with an alternative dispute resolution

procedure, the parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that the County chooses to send through the dispute resolution proceedings, which issue cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when the County sends the Contractor a written notice of dispute. The period for informal negotiations shall be five (5) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within ten (10) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed thirty (30) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jason Autrey 1759 S. Ferdon Boulevard Crestview, FL 32536 jautrey@myokaloosa.com Phone: (850) 689-577	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:		

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to

the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member

thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "E". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was

made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

BY: _____ Signature

Print Name

ATTEST

OKALOOSA COUNTY, FLORIDA

BY: _____
J.D. Peacock, II, Clerk

BY: _____
Mel Ponder, Chairman

**Attachment "A"
Vendor's Proposal**

**Attachment “B”
Insurance Requirements**

**Attachment “C”
Civil Rights Clauses**

**Attachment “D”
Compensation – Cost Fee Schedule**

**Attachment “E”
Vendors on Scrutinized List**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

GENERAL SERVICES INSURANCE REQUIREMENTS

BONDING REQUIREMENTS

1. There are no bonding requirements.

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

WORKERS' COMPENSATION INSURANCE

**RFP PW 57-22
Emergency Debris Monitoring Services
Attachment "B" - Insurance
Requirements**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Cyber Liability	\$1,000,000 per claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name and number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302N Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

Title VI Clauses for Compliance with Nondiscrimination Requirements
Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

**RFP PW 57-22
Emergency Debris Monitoring Services
Attachment "C" - Title VI list of
Pertinent Non-discrimination
Acts and Authorities**

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Assurance of compliance with civil rights requirements: The contractor and any subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 *et seq.*) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

9. Part IX – Cost Fee Schedule

Tetra Tech has provided a Cost Proposal Form/Fee Schedule in the following pages. The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

RFP PW 57-22

Emergency Debris Monitoring Services

Attachment "D" - Compensation

Cost Fee Schedule

Provide the name and residence of the proposed:

- a. Closest office
- b. Principle in charge
- c. Local On Site Project Manager
- d. Data Collection Manager

Part VIII- Capacity

Capacity to perform services timely for the Owner is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities.. Provide current obligations of Respondent, including time schedules and staff committed.

Part IX -- Cost Fee Schedule

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up receiving approval from Owner. Proposer may also include additional, optional positions and services.

<u>POSITIONS</u>	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Project Manager	\$ <u>90.00</u>	120	<u>\$10,800.00</u>
Operation Managers	\$ <u>55.00</u>	960	<u>\$52,800.00</u>
Data Manager	\$ <u>55.00</u>	100	<u>\$5,500.00</u>
GIS Analyst	\$ <u>45.00</u>	100	<u>\$4,500.00</u>
Field Supervisor	\$ <u>50.00</u>	400	<u>\$20,000.00</u>
Debris Site/Tower Monitors	\$ <u>36.00</u>	2,000	<u>\$72,000.00</u>
Collection Monitor	\$ <u>37.00</u>	8,600	<u>\$318,200.00</u>
Data Entry Clerk/Clerical	\$ <u>35.00</u>	100	<u>\$3,500.00</u>

PROPOSAL PREPRATION INSTRUCTIONS

The response (Response) to the RFP and all supporting documentation is required and must be signed by a company official with the power to bind the company in its contract. The Response must be completely responsive to the RFP guidelines for consideration by the County.

Additional Rates

Based on the County's Scope of Work, various grant management and/or disaster recovery consulting roles may be needed following activation. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for additional positions that may be required to fulfill the areas of the scope of work outside of debris monitoring. If the County requires additional information, it can be provided upon request.

Description	Hourly Rate	Job Description
Call Center Staff	\$35.00	Call center staff receive calls and correspondence and interact with callers in a professional manner. Call center staff choose appropriate questions to uncover caller's purpose and needs, and present, explain, and provide applicable, accurate, and appropriate information with respect to programs and services that could assist callers.
Billing/Invoice Analyst	\$60.00	Billing/invoice analysts work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. Billing/invoice analysts develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.
Administrative Assistant	\$68.25	Serves as administrative support staff to consulting teams; duties can include administrative support (meeting scheduling, conference logistics), consulting records and documentation support (gathering, publishing, retention, organization), communications support and related project team support performed with some supervision.
Consulting Aide	\$110.25	Serves as support to consulting teams in carrying out large scale repeatable processes in a number of roles, including but not limited to project coordination, quality assurance testing, graphic artistry, help desk support, data entry, communications, technical writing, training development and delivery.
Grant Management Specialist	\$126.00	Serves as a consulting team member on projects related to an area of relevant grant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs testing and analysis, drafts reports and findings. Performs tasks under the supervision of a more experienced professional.
Damage Assessment Estimator	\$131.25	Responsible for accessing and compiling related support documentation for cost estimating repair/replacement costs, reviewing cost estimates. This position will also review cost estimates developed by State and Federal external agencies for concurrence on behalf of the County. Performs tasks under the supervision of a more experienced professional.
Engineer/Planner/Analyst	\$152.25	Responsible for providing technical knowledge in area of expertise. Tasks include: coordinating between specialties, managing a team, interfacing with relevant points of contact, and providing oversight of technical deliverables. Participate in teams for mitigation analysis of specific projects, develop a range of consistent project alternatives for

Senior Grant Management Specialist	\$157.50	<p>client review, develop cost estimates for the mitigation measures, prepare and present recommendations to the client, and finalize the mitigation elements of projects including narrative, drawings, calculations, and cost estimates. Support planning projects including participating in planning meetings as necessary, gathering data, conducting research, and contribute to deliverables. Performs tasks under the supervision of a more experienced professional.</p> <p>Serves as a consulting team lead or senior consultant on projects related to an area of relevant grant management consulting such as risk management, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Performs testing and analysis, drafts reports and findings, supervises and reviews the work of lesser experienced staff and contributes to the engagement planning.</p>
Senior Damage Assessment Estimator	\$162.75	<p>Responsible for accessing and compiling related support documentation for cost estimating repair/replacement costs, reviewing cost estimates. This position will also review cost estimates developed by State and Federal external agencies for concurrence on behalf of the County. Oversee junior staff performing related repeatable tasks.</p>
Senior Engineer/Planner/Analyst	\$189.00	<p>Responsible for providing technical knowledge in area of expertise. Tasks include: coordinating between specialties, managing a team, interfacing with relevant points of contact, and providing oversight of technical deliverables. Participate in and lead teams for mitigation analysis of specific projects, develop a range of consistent project alternatives for client review, develop cost estimates for the mitigation measures, prepare and present recommendations to the client, and finalize the mitigation elements of projects including narrative, drawings, calculations, and cost estimates. Lead planning projects including participating in planning meetings as necessary, gathering data, conducting research, and writing the initial draft of client deliverables. Supervises and reviews the work of lesser experienced staff and contributes to the engagement planning.</p>
Project Executive	\$231.00	<p>Serves as an engagement leader or subject matter specialist in an area of relevant management consulting such as risk management, operations, program/portfolio management, financial strategy and operations including public/private partnerships, financial management, or a related field. Determines the nature, timing, and extent of procedures and has the final authority in the conduct of engagements and full responsibility for the work performed.</p>

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has 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, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: September 14, 2022

COMPANY: Tetra Tech, Inc.

ADDRESS: 2301 Lucien Way

Suite 120

Maitland, FL 32751

PHONE NO.: 321-441-8511

SIGNATURE: 

NAME: Jonathan Burgiel
(Typed or Printed)

TITLE: Business Unit President

E-MAIL: TDR.contracts@tetrattech.com

**RFP PW 57-22
Emergency Debris Monitoring Services
Attachment "E" - Vendors on
Scrutinized List**