

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Tetra Tech, Inc.**, located at 2301 Lucien Way, Ste. 120, Maitland, FL 32751, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional Disaster Recovery Consultant services and said services are more fully described in the County’s Request for Proposal (“RFP”) numbered NC23-035-RFP, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Consultant’s Proposal, attached hereto and incorporated herein as Exhibit “B”, and has the qualifications, experience, staff and resources to perform those professional services; and

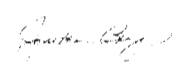
WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A” and “B”.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

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2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY’S REQUEST FOR PROPOSAL NC23-035-RFP (“RFP”), AS MODIFIED BY ADDENDA;

Exhibit B CONSULTANT’S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY’S REQUEST FOR PROPOSAL NC23-035-RFP;

Exhibit C INSURANCE REQUIREMENTS; AND

Exhibit D FEDERAL PROVISIONS.

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A” and “B”.

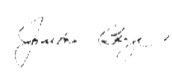
SECTION 4. Scope of Services.

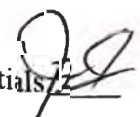
4.1 The Consultant shall provide professional services in accordance with Exhibit “A”. The services shall be performed on an “as needed” basis per project and by executed work authorizations and written notices to proceed.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” and “B” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The

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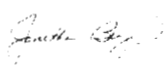
Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the Office of Management and Budget Director, or designee, to act on the County's behalf under this Contract. The Office of Management and Budget Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate *three (3) years from the date of execution*. The term of this Contract may be extended in one (1) year increments, *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

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SECTION 7. Compensation.

7.1 The Consultant shall be compensated based on actual hours performed, in accordance with Exhibit “A” and “B”. No payment shall be made without an executed work authorization and proper notice to proceed.

7.2 The Consultant shall prepare and submit to the *Office of Management and Budget Director*, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges

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and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County’s sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

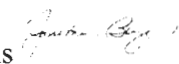
10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.


SECTION 11. Funding.

11.1 The County’s performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all

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salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this

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Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

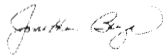
SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

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16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant’s failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

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SECTION 19. Termination for Convenience.


19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee,

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commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

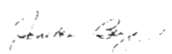
SECTION 22. Ownership of Documents.


22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if

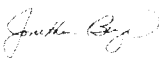
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the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have

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access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

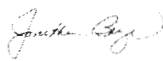
SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

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SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County

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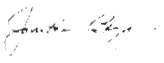
Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County’s written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent

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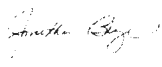
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with the terms of the Consultant’s enrollment in the program. This includes maintaining a copy of proof of the Consultant’s and subcontractors’ enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

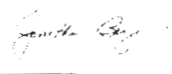
30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant

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shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

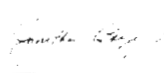
30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

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31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

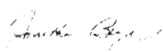
32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract

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or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.


35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Office of Management and Budget Director
96135 Nassau Place
Yulee, Florida 32097

Consultant: Tetra Tech, Inc.
Attn: Jonathan Burgiel
2301 Lucien Way, Suite 120
Maitland, FL 32751

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Initials 

Initials 

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant’s undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

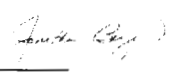
38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Initials 

Initials 

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

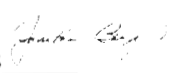
SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

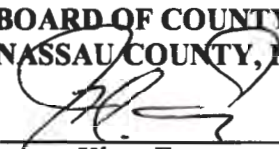
42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

Initials 

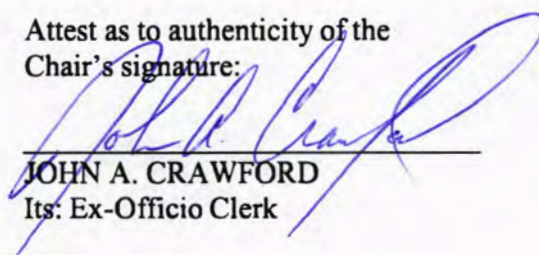
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


By: Klynt Farmer
Its: Chairman
Date: October 9, 2023

Attest as to authenticity of the
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

TETRA TECH, INC.



By: Jonathan Burgiel
Its: Business Unit President
Date: 9/20/2023

Initials 

Initials 

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

DISASTER RECOVERY CONSULTANT SERVICES

RFP NO. NC23-035

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners is requesting proposals from qualified respondents experienced in providing disaster recovery consultant services. The intent of the County is to award a contract to the top-ranked firm to perform the specified services based upon the evaluation as provided herein.

The County is seeking a professional consultant or consulting firm to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency ("FEMA") and State of Florida. The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to: technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the County's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the County in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The disaster recovery consulting services shall be performed on an as needed basis to support the County's recovery from declared disasters or associated services throughout the duration of the contract term.

1.2 BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical

systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

SECTION 2: SCOPE OF SERVICES

2.1 GENERAL SERVICE REQUIREMENTS:

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the County's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the County in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses. The disaster recovery consulting services shall be performed on an as needed basis to support the County's recovery from declared disasters or associated services throughout the duration of the contract term.

2.2 FEMA PUBLIC ASSISTANCE ADVISORY SERVICES:

Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, the awarded Consultant will develop a process/system for the County, from inception through project closeout, to prepare and submit its Public Assistance program documentation including procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should also include processes for debris monitoring services.

Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the County's designated FEMA or Disaster Recovery meetings and presentations.

Identify and communicate risks within County operation that could impede the County's ability to optimize reimbursement.

Assist in the preparation of accurate Public Assistance emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

2.3 FINANCIAL, PAYROLL, AND GRANT MANAGEMENT:

Ensure County disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State of Florida, or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Assist the County through FEMA, State of Florida (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.

Assist the County through FEMA, State of Florida (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of consultant's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured. Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

2.4 PROCUREMENT AND CONTRACT MANAGEMENT/MONITORING SUPPORT:

Advise procurement staff on County disaster recovery and restoration procurement processes compliance with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure County documentation is sufficient to respond to OIG audits and reviews.

2.5 INFORMATION TECHNOLOGY AND DATA MANAGEMENT:

Possess the expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the County to properly collect data and document information as necessary to optimize compliance with FEMA, State of Florida, or other agencies.

Ensure County documentation is sufficient to respond to OIG audits and reviews.

2.6 INSURANCE AND OTHER FUNDING SUPPORT:

Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Develop process to assist the County in routing eligible expenses correctly including insurance coverage guidelines.

Assist the County with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

2.7 HAZARD MITIGATION SUPPORT:

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Assist the County with preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State of Florida or other agencies.

2.8 EMERGENCY MANAGEMENT SUPPORT SERVICES:

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

2.9 DISASTER RECOVERY RELATED SERVICES SUPPORT:

1. Planning Services to include the following activities:

- a. Planning, procuring (2 CFR 200 compliant), and/or preparing necessary plans, informational surveys, including coordinating photogrammetric and Geographic Information Services, environmental studies, and geotechnical investigations required for planning considerations.
- b. At the County's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include, but are not limited to, the cost to implement an exact replacement, repair versus replace comparisons.

2. Construction to include the following activities:

- a. Advise the County on development of construction bid packages in conformance with 2 CFR 200 federal requirements, as well as providing advice on bid award process.
- b. Respond to Request(s) for Information on an as-needed basis.

2.10 2 CFR 200 COMPLIANCE:

Procurements: In the event the awarded Consultant must procure additional resources post-contract award, the Consultant will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

2.11 WORK HOURS AND SAFETY STANDARDS:

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.

2.12 TERM OF AGREEMENT/CONTRACT:

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

Respondents must meet the minimum qualification requirements provided herein, to be considered responsive to the requirements of this RFP. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:

1. Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov;
2. Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), and Hazard Mitigation Grant Program (HMGP).

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES**

The County's intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

| Event | Date | Time |
|-----------------------------|----------------|--------------|
| RFP Available on PlanetBids | April 14, 2023 | |
| Deadline for Questions | April 28, 2023 | by 4:00 p.m. |

| | | |
|---|-----------------------|---------------|
| County Responses to Questions Posted to PlanetBids | May 5, 2023 | |
| RFP Responses Due Date/Time and RFP Opening Date/Time | May 18, 2023 | by 10:00 a.m. |
| Evaluation Committee (Evaluate/Rank Firms) | Week of June 5, 2023 | TBD |
| Interviews of Shortlisted Firms | Week of June 12, 2023 | TBD |
| BOCC Award/Approval | TBD | |

4.2 **SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

Proposals must be submitted to the County's eProcurement system, PlanetBids Vendor Portal. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than time and date listed in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County at the date and time listed in Section 4.1.

4.3 **PRE-SUBMITTAL MEETING AND QUESTIONS:**

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL**

4.4 **ADDITIONAL INFORMATION/ADDENDA:**

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a

proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

4.5 RESPONSE FORMAT:

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Qualifications

Respondent must demonstrate possessing at least the minimum qualifications provided herein. Respondent shall sufficiently demonstrate the qualifications of company, staff, key personnel, and any proposed sub-consultants and sub-contractors who may perform any aspect of the scope of services provided herein.

Respondent shall demonstrate extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants and sub-contractors relative to Disaster Recovery Consulting Services, as outlined in the scope of work. Copies of all current licenses and applicable certifications held by the Respondent and proposed sub-consultants and/or sub-contractors must be submitted. Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline.

Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.

TAB 4 – References

Provide three (3) completed reference questionnaires from municipal clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years. References should include the following information:

- Client name, address, phone number, and e-mail address
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past eight years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

Tab 5 - Cost of Services

Respondents shall provide a list of their hourly rates for all services described in this solicitation. Responses will be evaluated based on the blended rate. Blended rate will be a calculated average of all hourly rates included in the proposal sheet. If there are different hourly rates for in-person services as opposed to remote services, please provide any and all applicable hourly rates.

Tab 6 - Capacity of Firm

Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County. Provide information about whether management resources will be positioned locally to ensure completion of the scope of work described in this RFP. Respondents shall describe any current/future workloads that responsible personnel are assigned simultaneous to their prospective work for the County. Any additional information the Respondent wishes to be considered in the evaluation of its ability to render services to the County.

TAB 7 – Attachments/Administrative Information

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).

- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-Verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

4.6 INTENT:

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

4.7 RFP PROCESS EXPENSES:

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Contractor. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

4.8 PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any 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 public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, 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 for "Category Two" in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

4.9 ASSURANCE:

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

SECTION 5. EVALUATION AND SELECTION**5.1 EVALUATION/SELECTION COMMITTEE:**

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

5.2 The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each firm based upon the Request For Proposals submitted.

5.3 The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the firms based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked firms.

5.4 CRITERIA:

| | <u>Point Range</u> |
|---|---------------------------|
| Firm Experience and Expertise | 0-35 |
| Key Personnel Experience and Certifications/Qualifications | 0-35 |
| Capacity | 0-15 |
| Cost Proposal | 0-15 |
| Total | 0-100 |

The Respondent may be required, before the award of any contract, to show to the complete satisfaction of Nassau County that it has the necessary facilities, ability and financial resources to provide the service specified herein in a satisfactory manner. The Respondent may also be required to give past work history and references in order to

satisfy Nassau County with regard to the Respondent's assigned personnel. Nassau County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Respondent shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the Respondent and assigned personnel fails to satisfy the County that such is (are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Respondent's response shall also include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the Respondent and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and
4. The quality of performance of previous contracts or services.

5.3 ORAL PRESENTATIONS:

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.4 ORAL PRESENTATION SCORING:

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

SECTION 6. CONTRACT PROCEDURES

PRESENTATION TO THE BOARD:

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

ATTACHMENT A
ADDENDA ACKNOWLEDGMENT

| | |
|--|---|
| Acknowledgment is hereby made in receipt of the following addendums issued during the solicitation period. | Addendum # ____ through # ____ Date: |
| Signature of Person Completing: | |
| Printed Name: | Title: |

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Response, Proposal or Contract for _____.

2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and
its Federal Employee Identification Number (FEIN) is _____. (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ (please print name of individual
signing), and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
Statutes, means a violation of any state or federal law by a person with respect to and directly
related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or with the United States, including, but not limited to, any
response or contract for goods or services, any leases for real property, or any contract for the
construction or repair of a public building or public work, to be provided to any public entity or
an agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an
adjudication of guilt, in any federal or state trial court of record relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry
of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management
of the entity and who has been convicted of a public entity crime. The term
"affiliate" includes those officers, directors, executives, partners, shareholders,
employees, members, and agents who are active in the management of an affiliate.
The ownership by one person of shares constituting a controlling interest in another
person, or a pooling of equipment or income among persons when not to fair
market value under an arm's length agreement, shall be 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts 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, the 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 any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

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

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 _____ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT C
Experience of Respondent

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. **FIRM NAME:** _____
Address: _____
County/State/Zip: _____
Phone: _____ Email: _____
Name of primary contact responsible for work performance: _____
_____ Phone: _____ Cell Phone: _____
Email: _____

2. **INSURANCE:**
Surety Company: _____
Agent Company: _____
Agent Contact: _____
Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**
Years in business: _____
Years in business under this name: _____
Years performing this type of work: _____
Value of work now under contract: _____
Value of work in place last year: _____
Percentage (%) of work usually self-performed: _____
Name of sub-vendors you may use: _____
Has your firm: Failed to complete a contract: _____ Yes _____ No
Been involved in bankruptcy or reorganization: _____
Yes _____ No Pending judgment claims or
suits against firm: _____ Yes _____ No

*Continues on Next
Page*

4. PERSONNEL

How many employees does your company employ: _____

| Position/Category (List all) | Full-time | Part-time |
|------------------------------|-----------|-----------|
| Management | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount:

Date Completed:

**REMINDER:
THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG
WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**

ATTACHMENT D
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires:

ATTACHMENT E

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating 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 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. 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 an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures

are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree 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).

Contract Work Hours & Safety Standards Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5).

Copeland "Anti-Kickback" Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Respondents and Sub-Respondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Respondent or sub-recipient must be 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.

Davis-Bacon Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Debarment and Suspension

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),

which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35

U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants 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 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, Respondents, sub-Respondents,

consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA PATRIOT Act of 2001

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

ATTACHMENT F
NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name:

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ATTACHMENT "F-1"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "F-2"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT G

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Products & Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

| | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 Each Accident |
| Bodily Injury by Disease | \$500,000 Policy Limit |
| Bodily Injury by Disease | \$500,000 Each Employee |

* If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Respondent/Vendor, insured Sub-Respondent/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Respondent/Vendor or Sub-Respondent/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Respondent/Vendor shall require each of his Sub-Respondent/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Respondent/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Respondent/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers' Compensation and Professional Liability*, are primary and noncontributory to any insurance maintained by the Respondent/Vendor.

Nassau County Board of County Commissioners must be named as an Additional

Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Respondent/Vendors on Your Behalf (CG2294 or CG2295).

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426).

CGL policy shall include broad form contractual liability coverage for the Respondent/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Respondent/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Respondent/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Respondent/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Respondent/Vendor, in which event, Respondent/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Respondent/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in

Respondent/Vendors coverage based on the evidence of insurance provided by the Respondent/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Respondent/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Respondent/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Respondent/Vendor's right under any policy with higher limits, and no policy maintained by the Respondent/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Respondent/Vendor should maintain. Respondent/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Respondent/Vendor or any Sub-Respondent/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Respondent/Vendor or Sub-Respondent/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Respondent/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

ATTACHMENT I
DRAFT CONTRACT
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, located at _____, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for _____. Said services are more fully described in the _____, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A **VENDOR’S SCOPE OF PROFESSIONAL SERVICES**

Exhibit B **INSURANCE DOCUMENTS**

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the _____, or designee, to act on the County’s behalf under this Contract. The _____, or designee, under the

supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

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

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall

perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

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a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

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Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

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96135 Nassau Place
Yulee, Florida 32097

Consultant: [Consultant Address]
Attn: [Consultant Contact Person]
[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

NC23-035-RFP

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

NC23-035-RFP

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

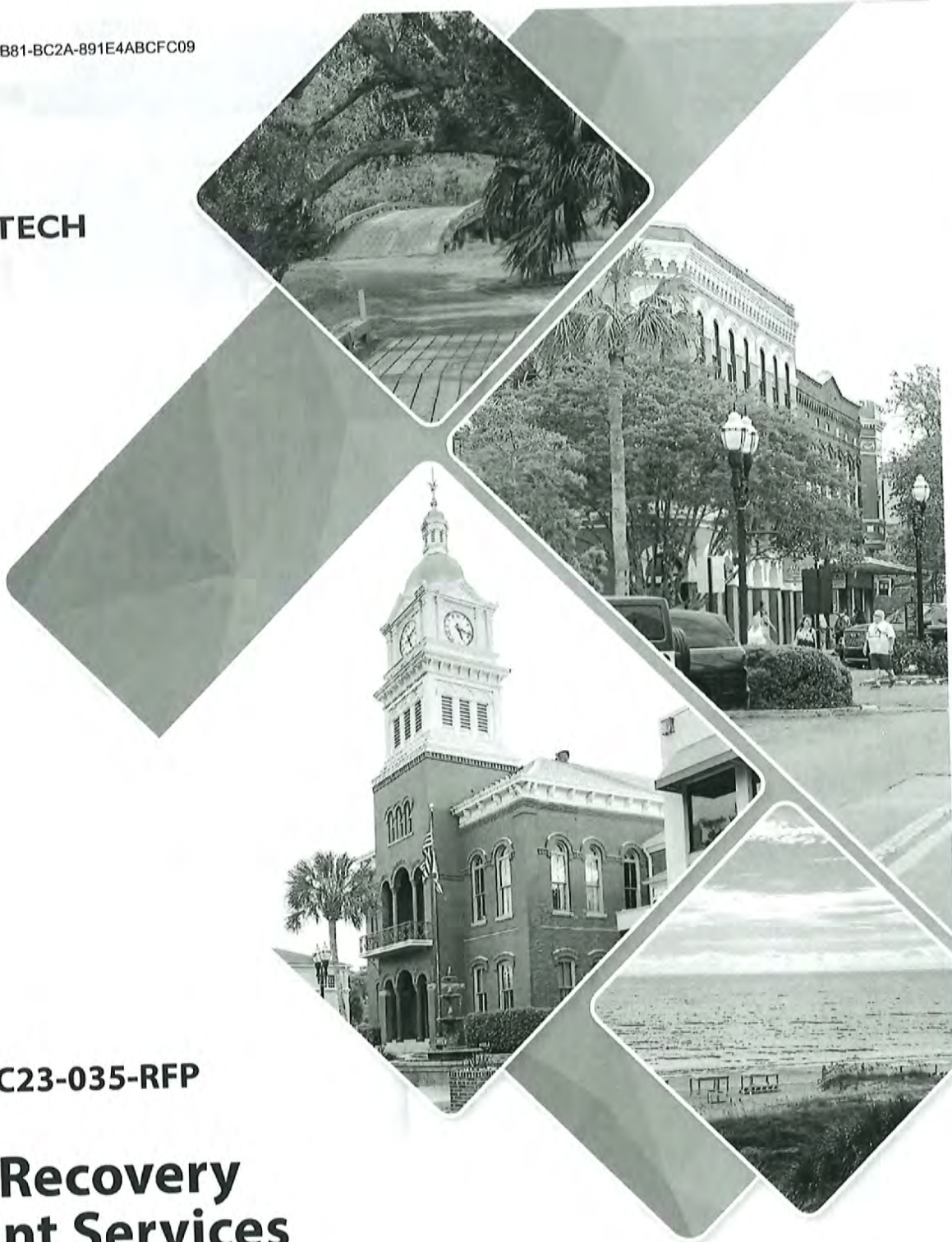
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

By: _____
Its: _____
Date: _____



Proposal for NC23-035-RFP

Disaster Recovery Consultant Services

Nassau County, Florida

May 2023

Tab 1 – Cover Letter

Tab 1 – Cover Letter

May 18, 2023

Nassau County
Lanaee Gilmore, MBA, CPPO, CPPB, Procurement Director
County Manager's Office
96135 Nassau Place, Suite 2
Yulee, Florida 32097

Subject: Disaster Recovery Consultant Services | RFP NO. NC23-035

Dear Ms. Gilmore and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to Nassau County (County) to provide disaster recovery consultant services related to federal grant programs, including Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) and Hazard Mitigation programs, as well as the U.S. Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Disaster Recovery program. We will leverage our national expertise in FEMA, U.S. Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), HUD CDBG, and other disaster recovery programs garnered from more than 1,000 engagements with state and local jurisdictions over the last 25 years.

With 27,000 employees, \$4.5 billion in annual revenue, and broad capabilities, including disaster response and recovery, logistics, and infrastructure engineering, the Tetra Tech team has the staffing, financial resources, and direct experience needed to successfully complete the services requested. **Our firm offers the following qualifications:**

Personally invested in Florida's recovery.

When disaster strikes, the value of having a local partner that understands the magnitude and is ready for the next steps is crucial. Tetra Tech has the local staffing resources, key relationships, and direct experience through our current debris monitoring services contract with Nassau County to reinforce the County's efforts in the next stage of recovery. **Our more than 1,000 Florida-based staff operate from 22 offices throughout the state** and are proud long-term partners in disaster response and recovery for communities across Florida. Our Florida-based disaster business unit has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, and most recently, Ian and Nicole. We live in Florida, we work in Florida, and we consider Florida our home. As we recover from Hurricane Ian, Tetra Tech is leading the state's most complex recovery missions, from water system restoration in Fort Myers to FEMA PA reimbursement for Volusia County. We offer the County unfettered access to the state's leading experts in managing the complexities of federal funding, with specific lessons learned in the reimbursement process for Hurricane Ian. *Our firm will dedicate the necessary operational, logistical, technical, and financial resources to see this project reach a successful outcome.*

National Best Practices with a Local Focus.

Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have **more than \$12 billion of experience in post-disaster grant application, administration, program management, and project delivery.** We have assisted clients in response to every major disaster occurring in the United States in the last 20 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best in class integrated disaster recovery services to meet the County's needs for current and future disasters.

Immediate Response Capability.

With Tetra Tech disaster response and recovery experts located throughout the State, we can stage a full-scale mobilization upon notification of award. At the height of the Camp Fire Response in California in 2018, more than 1,000

Tetra Tech staff were in the field. For the NorCal Fire response in 2017–2018, more than 800 Tetra Tech staff members were working on the field project team. As these wildfires raged on in California, Tetra Tech concurrently provided project management staff to responses for Hurricanes Harvey, Irma, and Maria. At peak, more than 6,000 Tetra Tech field staff were deployed throughout the country.

Dedicated Team of Experts with Vast Pool of Resources Available to the County.

As The County embarks on a journey to find a consultant for Financial Recovery Services, it's vital that the County works with a multifaceted team that has years of experience across the spectrum of disaster response and recovery services. Having assisted clients in response to every major disaster occurring in the United States for the last two decades, no other firm in the U.S. can boast this full-service capacity, multi-disciplinary expertise, combined with economic development and infrastructure expertise as Tetra Tech. **A vital member of the Tetra Tech Team is Ms. Allison McLeary, an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across state, federal, and local governments. Additionally, our proposed Project Manager, Andy Burns, is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development.** Our team brings a vested interest in ensuring the success of this contract. Tetra Tech's staff of disaster recovery experts has assisted communities after disasters with issues such as emergency protective measures, infrastructure recovery, grant management, and long-term recovery planning. We offer best-in-class engineering, integrated project management, and disaster recovery services to meet the County's needs in responding to and recovering from a variety of disaster types.

Program Designed to Maximize Speed, Mitigate Risk, And Ensure Compliance.

Nassau County is looking for a partner that can ensure the maximum recovery funding. Tetra Tech has a proven methodology for assisting clients after large disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the County is to deliver high-quality, audit-ready files, which allows the County to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.

Tetra Tech would be honored to serve as the County's trusted partner and are fully prepared to provide the expert-level support the County expects. For questions regarding this response, please contact me or the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm as evidenced in the corporate authority provided in Tab 7 – Attachments/Administrative Information.

Technical Representative:

Ms. Christina Hendrick

2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8511 | Christina.Hendrick@tetratech.com

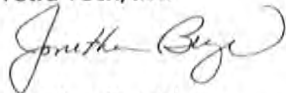
Contractual Representative:

Ms. Betty Kamara

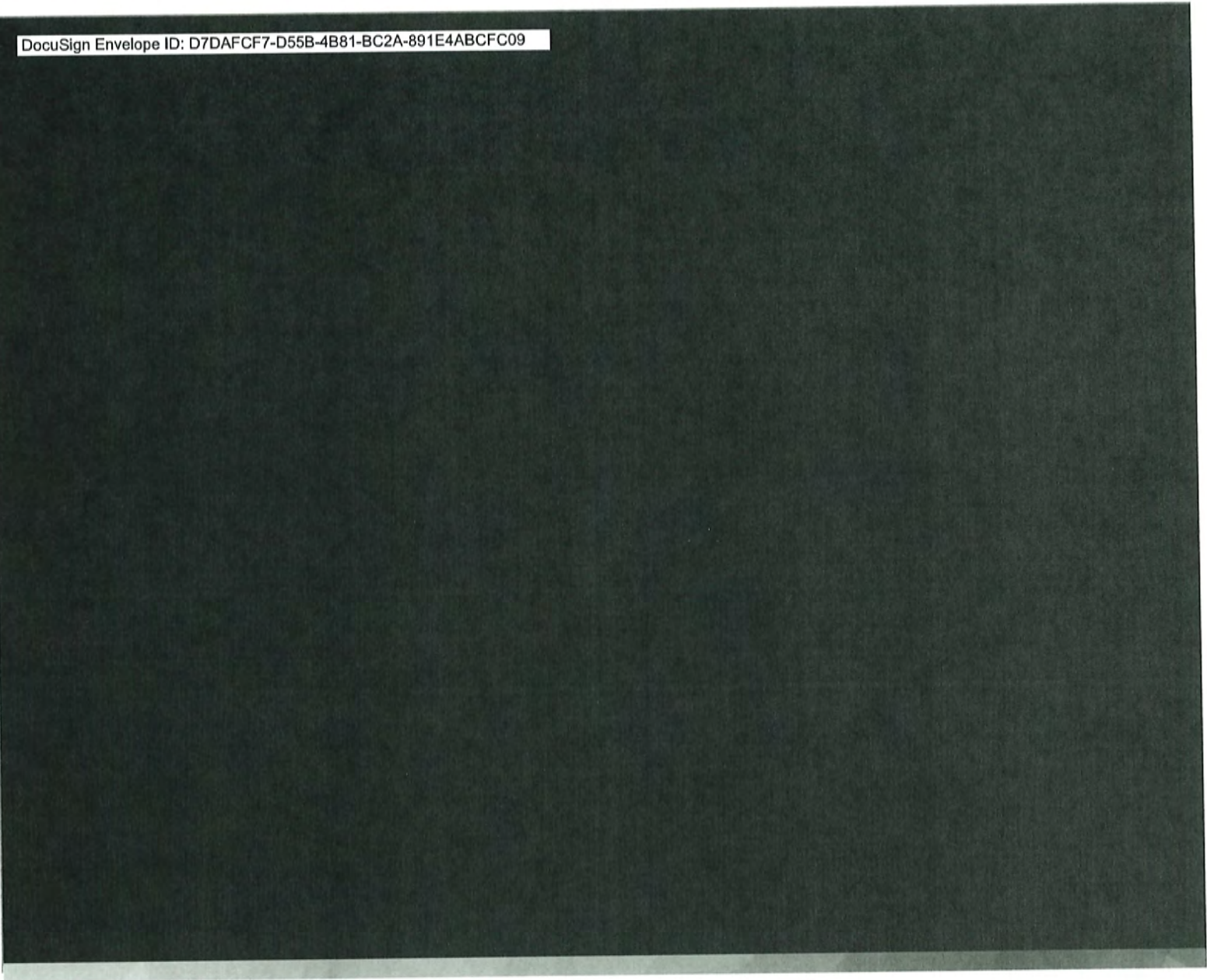
2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8511 | TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery



Tab 2 – Table of Contents

Tab 2 – Table of Contents

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Tab 3 – Experience and Qualifications

Tab 3 – Experience and Qualifications

Tetra Tech, Inc. (Tetra Tech) was founded as an environmental engineering and technical services firm and has grown to be a worldwide leader whose employees innovate solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Since its founding, Tetra Tech became a publicly traded company (NASDAQ:TTEK) in 1991 and now generates annual revenues of over \$4.5 billion. *Each year, Tetra Tech earns top rankings from industry trade journal Engineering News Records. We are currently ranked #4 in the list of Top 500 Design Firms.*

Company Overview

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology in 1966. Our select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During these first decades, Tetra Tech completed projects that had global significance, from a groundbreaking tsunami wave study for the Atomic Energy Commission to master planning and designing coastal protection measures for Egypt's Nile River Delta.

During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved groundwater modeling, landfill closing, and restoring contaminated military and manufacturing facilities and sites. The firm completed highly visible projects on behalf of the Department of Defense, the Environmental Protection Agency, and other federal agencies, all of which launched the company to its place among the leading environmental and engineering firms in the United States.

In 1991, Tetra Tech became a publicly traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project lifecycle.

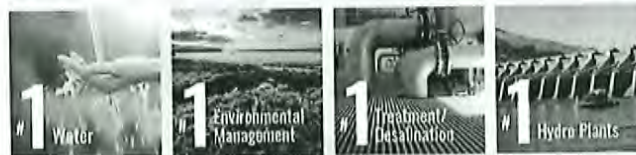
Tetra Tech supplemented this proud history with the addition of Disaster Recovery and Emergency Management Operating Units and quickly developed into a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services.

Tetra Tech Snapshot

- **Business Organization:** Corporation
- **Stability:** 56+ years in business (founded 1966)
- **Transparency:** Publicly traded (NASDAQ:TTEK)
- **Strength:** \$4.5B annual revenue
- **Employees:** 27,000 worldwide



Tetra Tech ENR Rankings



ENVIRONMENTAL RANKINGS

6 Top 200 Environmental Firms

- 1 Water Treatment/Supply
- 2 Environmental Science
- 2 Solid Waste
- 6 Engineering/Design
- 7 Environmental Firms in International Markets

DESIGN RANKINGS

4 Top 500 Design Firms

- 1 Treatment/Desalination
- 2 Dams & Reservoirs
- 2 Pure Designers
- 2 Wind Power
- 12 Global Design Firms

Source: ENR.com (Engineering News-Record) 2014. ENR.com 2014. ENR.com 2014.

ENR

WORKS IN
100+
COUNTRIES



CONTINENTS

Publicly traded
on NASDAQ as

TTEK
Nasdaq

\$4.5 billion

ANNUAL REVENUE

WORKS ON
100,000

PROJECTS
ANNUALLY

550

OFFICES
WORLDWIDE

ENR RANKINGS

#1 Environmental Management

#1 Hydro Plants

#1 Water

#1 Water Treatment/Desalination

20,000

CLIENTS

27,000

ASSOCIATES



Expertise in Disaster Recovery Management

Tetra Tech is a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders. Tetra Tech's senior executives have led responses to some of the most notable incidents and disasters in our nation's history. This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with achievable, customized plans.

Tetra Tech has been activated for over 90 disasters, including:



30 Hurricanes



5 Ice Storms



6 Snowstorms



10 Floods



18 Fires



17 Tornadoes



6 Tropical Storms



1 Drought



1 Biological Incident

Tetra Tech is invested in the recovery progress in Florida, has conducted the due diligence to analyze the breadth and scope of the challenges the County currently faces, and is prepared to execute scientifically based solutions with a cadre of established national lead planners, subject matter experts, All-Hazards practitioners, and FEMA stalwarts. All resources to support a successful pathway toward resilience in Florida are available with Tetra Tech.

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs, as well as COVID-19 recovery programs, and are committed to advocating for and providing the best service to our clients. We have supported our clients through the disaster recovery process from response and damage identification through cost reimbursement of more than \$12 billion in federal funds, including FEMA, FHWA, and other federally-funded grant programs. Since the start of the COVID-19 pandemic, we have assisted our clients with managing more than \$1.7 billion in COVID-related funds to support recovery across a variety of federal funding programs including FEMA Public Assistance (PA), U.S. Treasury governed Emergency Rental Assistance, as well as unique Coronavirus Relief Fund recipient-specific programs.

| | | |
|---|--|---|
| 25 YEARS POST-DISASTER RESPONSE EXPERIENCE | \$12B POST-DISASTER GRANTS | 650+ FEDERAL GRANT- FUNDED PROJECTS |
| 90+ MAJOR DISASTERS IN 23 STATES & 2 US TERRITORIES | 10,000+ PROJECT WORKSHEETS (PWs) | WORKS ON 100,000 PROJECTS ANNUALLY |
| \$4.5B ANNUAL REVENUE | 99.8% FUNDS RETAINED | 300+ STATE/LOCAL CLIENTS |
| 20,000 CLIENTS | 27,000 ASSOCIATES | 95% REPEAT CLIENTS/ CONTRACTS |
| | 550 OFFICES WORLDWIDE | |

25+ Years of Disaster Grant Program Management Experience

Our team offers experienced disaster management professionals who are adept at helping organizations recover quickly by applying proven methodologies in disaster management. Along with disaster management, we have expertise in insurance claims as well as how Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), insurance, and HUD grants interplay with one another. Our top priority is to facilitate the process, orchestrating a rapid and effective recovery.

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received.**

Tetra Tech offers **comprehensive services...**

- ✓ Construction Management
- ✓ Hazard Mitigation Planning
- ✓ Floodplain Management
- ✓ Coastal Planning and Design
- ✓ National Flood Insurance Program (NFIP) Compliance Issue Resolution/Training
- ✓ Preliminary Damage Requests
- ✓ Develop Requests for Public Assistance
- ✓ Applicant Briefings and Kickoff Meetings
- ✓ Site Visits/Inspections
- ✓ Project Cost Estimation & Documentation
- ✓ Architecture and Civil Engineering
- ✓ Geotechnical Engineering
- ✓ Structural Engineering
- ✓ Mechanical/Electrical/Plumbing
- ✓ Water/Wastewater Design/Build
- ✓ PW/Application Development
- ✓ Alternate/Improved/Pilot Projects
- ✓ Project Cost Reconciliation
- ✓ Funding Disbursement
- ✓ Grant Closeout
- ✓ U.S. Treasury Emergency Rental Assistance (ERA)
- ✓ Coronavirus Relief Fund (CRF)
- ✓ Coronavirus Aid, Relief, and Economic Security (CARES) Act
- ✓ American Rescue Plan Act (ARPA)
- ✓ HUD CDBG-CV
- ✓ HUD CDBG-DR/MIT
- ✓ FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures)
- ✓ FEMA Hazard Mitigation Grant Program (HMGP) (Section 404 mitigation)
- ✓ FEMA Building Resilient Infrastructure and Communities (BRIC)
- ✓ FEMA Flood Mitigation Assistance Program (FMA)
- ✓ FHWA-ER Program
- ✓ FHWA Transportation Investment Generating Economic Recovery Grant
- ✓ Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

...across a multitude of **federal grants.**

Focus On

FEMA Programs

\$12 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)
- FEMA Building Resilient Infrastructure and Communities (BRIC)

FEMA Focus Areas



Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPPG, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.

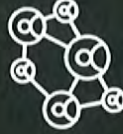
Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.



Relationships Regional Reps

Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.



Audits and Appeals

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars.



Recent Sample Projects

| Year | Client | Program | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Flot Program Projects | Project Cost Reconciliation |
|------|-------------------------------|---------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|--|-----------------------------|
| 2022 | City of Fort Myers, FL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2022 | City of South Daytona, FL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2022 | City of Philadelphia, PA | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | Hamilton County, TN | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | Commonwealth of Massachusetts | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | Harris County, TX | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | City of Houston, TX | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | LA GOHSEP SAL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | State of Connecticut | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | City of Dunedin, FL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2019 | State of Missouri | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2019 | Commonwealth of Puerto Rico | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | City of Callaway, FL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | City of Lynn Haven, FL | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | Dougherty County, GA | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | City of Albany, GA | PA | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

Focus On HUD Programs \$5 billion+ Managed

Experience Summary

Our team members have decades of experience working within HUD's CDBG program eligibility framework and have successfully leveraged public funds for our clients. We work with jurisdictions to complete applications and identify, evaluate, and prioritize recovery projects, ensuring eligibility with federal funding programs. The Tetra Tech team has worked with dozens of communities across the nation to ensure that recovery planning efforts are launched and implemented with long-term sustainability, risk reduction and elimination, and community economic and safety resiliency in mind.

From Tropical Storm Jeanne to Hurricane Ian, along with countless other disasters, our team of experts has supported recovery efforts throughout the territories and mainland.

HUD Focus Areas



Action Plan Alignment

Annual action plans guide the actions and activities to be carried out each year to address each jurisdiction's priority needs and goals. In addition to carefully aligning our project activities with these stated goals, we have also helped multiple State-level clients develop their action plans.



Whole Community Recovery

HUD provides flexible funding to help communities recover. Tetra Tech engages local partners with deep roots in the communities we serve to help expand the impact of programming with equitable access for disproportionately impacted communities.



Hyperlocal Focus

We have helped our clients administer HUD programming at the State and local level. In all activities, we focus on engaging local partners, building local capacity, and returning positive impact to the community through both program activities and project outputs.



Long-term Solutions

Tetra Tech helps its partners design and deliver solutions that last. From resilient infrastructure to reducing repetitive losses, we help leverage HUD funding to shape long-term approaches to mitigate the immediate and future impacts of disasters.

Recent Sample Projects

| Year | Client | Program | Unmet Needs | Applicant Kickoff | Site Visits/Inspections | Project Development | Program Management & Documentation | Action Plan Development | Environmental Reviews | Financial Management | Progress Inspections | Funding Disbursement |
|------|-----------------------------|-------------|-------------|-------------------|-------------------------|---------------------|------------------------------------|-------------------------|-----------------------|----------------------|----------------------|----------------------|
| 2022 | Commonwealth of Puerto Rico | CDBG-DR/MIT | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2020 | U.S. Virgin Islands | CDBG-MIT | | | | ■ | | | | | | |
| 2019 | Harris County, TX | CDBG-DR/MIT | | ■ | ■ | ■ | | ■ | ■ | ■ | ■ | ■ |
| 2019 | Commonwealth of Puerto Rico | CDBG-DR | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | State of Florida DEO | CDBG-DR | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2017 | State of Louisiana OCD | CDBG-DR | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2016 | St. John's County, FL | CDBG-DR | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2016 | Lexington County, SC | CDBG-MIT | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2015 | Richland County, SC | CDBG-DR | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2015 | City of Houston, TX | CDBG-DR | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2013 | NY/NJ DEP | CDBG-DR | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

HURRICANE IAN

Event Recap (DR-4673):

Hurricane Ian was a devastating Category 4 hurricane that made landfall in Southwest Florida on September 28, 2022. A destructive storm surge was pushed inland in coastal areas, while high winds and extreme rainfall caused catastrophic damage and flooding across Florida's interior. It is estimated that Hurricane Ian caused more than \$50 billion in damages in Florida.

Key Tetra Tech Accomplishments:

- Supporting **complex projects up to \$45 million in FEMA PA funding** to support recovery
- Mobilized more than **1,000 staff in 5 days**
- Deployment of **water and wastewater engineers** to restore water systems
- Immediate response operations with transition to long-term recovery
- More than **6.7 million cubic yards of disaster debris** monitored for federal documentation and reimbursement



Disaster Type:
Hurricane



Number of Clients:
38



Number of Staff:
1,400 at peak



Duration of Work:
October 2022 –
Ongoing

Representative Clients:

Florida Division of Emergency Management ● Florida Department of Environmental Protection ● Brevard County, FL ● City of Cape Coral, FL ● Charlotte County, FL ● Collier County, FL ● City of Fort Myers, FL ● Pinellas County, FL ● Volusia County, FL ● Manatee County, FL ● Osceola County, FL ● Polk County, FL ● St. Johns County, FL

Financial Stability

Tetra Tech is a stable company with annual operating revenue exceeding \$4.5 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.

Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$10 billion in federal funding across our more than 650 activations in response to over 100 declared disasters.

Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

The significant global demand for our services has resulted in Tetra Tech achieving new all-time-high records in fiscal year 2022 for revenue, net revenue, earnings per share, and backlog. In fiscal year 2022, gross revenue was \$3.5 billion and net revenue increased to \$2.8 billion, up 9 percent and 11 percent, respectively from 2021. Our differentiated high-end services generated all-time-high operating income of \$340 million resulting in an Earnings Per Share of \$4.86, up 14 percent from last year. As of October 2022, Tetra Tech had \$185.1 million of cash and cash equivalents, as well as access to an additional \$784.3 million of borrowing available under our credit facilities, totaling in more than \$969 million available.

Tetra Tech currently boasts annual revenues of more than \$3.5 billion and employs 27,000 personnel in 550 offices worldwide. We ended the year with an all-time-high backlog of \$3.74 billion, up 8 percent from the same time last year. While it was an exceptional year for orders, we finished the year with the highest bookings of orders in the history of the Company, exceeding \$1.3 billion just in the fourth quarter. During the year, we added more than \$5 billion in new contract capacity worldwide to address flood risk management, water and sanitation, dam safety, carbon mitigation, biodiversity, renewable energy, and a wide range of environmental data analytics solutions. Our strong, broad-based backlog provides us with extraordinary visibility and momentum.

Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With currently booked backlog of more than \$3.74 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.

Nassau County gains the **stability and resources** of a \$4.5 billion company.

\$185 million

Available Cash

\$784 million

Borrowings at our
disposal

\$969 million

Total liquidity available

"Tetra Tech is grateful for the opportunity to continue our partnership with the County. We are supportive of this proposal from the highest levels of our organization. With nearly \$1 billion of liquidity available, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**"



– Steven Burdick,
Chief Financial Officer

Exceeding the County's Minimum Qualifications

Summary of Experience



Meets
Requirements

Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov;

Tetra Tech, Inc. is actively registered in SAM.gov. Our firm's Unique Entity ID is LMRMKLLL3LG5. *Please find evidence of our registration provided in Tab 7.*

Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.



Exceeds
Requirements

Since 2001, our team has successfully assisted over 320 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, ice storms, and the COVID-19 pandemic. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee grant management in compliance with federal guidelines and procedures. *Please find project references of similar scopes of work in Tab 4 – References.*

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), and Hazard Mitigation Grant Program (HMGP).

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the County. For those projects that may require a local funding component, we will work with the County and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.



Exceeds
Requirements

Tetra Tech is a turnkey provider that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery. As a full-service engineering firm with expertise in federal grant compliance, Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the County gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have supported clients across the state and have successfully helping our clients navigate the Florida Department of Emergency Management (FDEM) reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$12 billion in reimbursed costs.**



Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through FEMA Programs. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they occur. Our software systems, *RecoveryTrac™* and *RecoveryTrac™* Grants Management were designed with FEMA programs in mind and were built to interface with FEMA Grants Portal/Grants Manager.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations. We monitor contracts to the smallest detail, while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead Federal Coordinating Officers (FCOs), regional leadership, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues. Having been former State and Federal officials, our employees know how to successfully navigate FEMA PA and should issues arise, who to call upon to get quick remedies.

- Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.

Overview of Federal Grant Funding Experience

| Year | Client | Event | Program | Value (\$) | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Pilot Program Projects | Project Cost Reconciliation | Interim Inspections | Funding Disbursement | Grant Closeout | Audit/Appeals Support |
|------|--------------------------------|---------|------------|---------------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|---|-----------------------------|---------------------|----------------------|----------------|-----------------------|
| 2022 | Fort Myers, City of, FL | DR-4673 | PA | 45,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2022 | South Daytona, City of FL | DR-4673 | PA | 3,490,481 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2022 | Cape Coral, City of, FL | DR-4673 | Grant Mgmt | 8,271,500 | ■ | | | ■ | ■ | | | | | | | | | |
| 2022 | Collier County, FL | DR-4673 | PA | TBD | ■ | ■ | ■ | ■ | | | | | | | | | | |
| 2022 | Pinellas County, FL | DR-4673 | PA | 5,000,000 | | | | | | ■ | ■ | ■ | | ■ | | | | |
| 2022 | Volusia County, FL | DR-4673 | PA | 33,918,834 | | | | ■ | ■ | ■ | ■ | | | | | | | |
| 2022 | Holly Hill, City of, FL | DR-4673 | PA | 3,050,000 | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2022 | Orange City, City of, FL | DR-4673 | PA | 598,323 | | | | ■ | ■ | ■ | ■ | ■ | | | | | | |
| 2022 | Iowa, State of | CV19 | CCS | 227,500,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2022 | Lexington County, SC | DR 4241 | CDBG-MIT | 15,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2022 | City of Philadelphia, PA | DR 4618 | PA | 10,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2021 | Texas, State of | CV19 | ERAP | 1,308,000,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Richland County SC | CV19 | ERAP | 12,500,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Broward County, FL | CV19 | ERAP | 58,965,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Charleston County, SC | CV19 | ERAP | 22,200,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Pinellas County, FL | CV19 | ERAP | 21,400,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | St. Petersburg, FL | CV19 | ERAP | 8,000,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Leon County, FL | CV19 | ERAP | 19,600,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Mobile County, AL | CV19 | ERAP | 12,300,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Winston-Salem/Forsyth City, NC | CV19 | ERAP | 11,500,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Greenville County, SC | CV19 | ERAP | 15,800,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Orlando, FL | CV19 | ERAP | 8,600,000 | | | | | | ■ | ■ | | | ■ | | | | ■ |
| 2021 | Lexington County, SC | DR-4241 | CDBG-MIT | 15,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2021 | Monroe County, FL | DR-4337 | CDBG-DR | 15,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2021 | Walton County, FL | CV19 | COVID PA | 131,470 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2021 | Frisco, TX | DR 4586 | FEMA PA | 700,000 | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |

| Year | Client | Event | Program | Value (\$) | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Pilot Program Projects | Project Cost Reconciliation | Interim Inspections | Funding Disbursement | Grant Closeout | Audit/Appeals Support |
|------|-----------------------------------|--------------------------|------------------|----------------------------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|---|-----------------------------|---------------------|----------------------|----------------|-----------------------|
| 2021 | Frisco, TX | CV19 | FEMA PA | 500,000 | | | | | | | | | | | | | | |
| 2021 | Frisco, TX | CV19 | CRF | 3,700,000 | | | | | | | | | | | | | | |
| 2021 | Harris County, TX | DR 4586 | PA | 12,300,000 | | | | | | | | | | | | | | |
| 2021 | Philadelphia, PA | DR 4618 | PA | 10,000,000 | | | | | | | | | | | | | | |
| 2021 | Ft. Myers, FL | DR 4486 | PA, CRF | 2,748,000 | | | | | | | | | | | | | | |
| 2020 | Hamilton County, TN | DR-4514 CV19 | FEMA PA | 1,000,000 | | | | | | | | | | | | | | |
| 2020 | Commonwealth of Massachusetts | DR 4496 | FEMA PA | 200,000,000 | | | | | | | | | | | | | | |
| 2020 | Harris County, TX | DR 4855 | FEMA PA | 200,000,000 | | | | | | | | | | | | | | |
| 2020 | Houston, TX | DR 4855 | FEMA PA | 10,000,000 | | | | | | | | | | | | | | |
| 2020 | Miami, FL | DR-4337 | Appeals | 17,000,000 | | | | | | | | | | | | | | |
| 2020 | Houston, TX | CV19 | CRF | 404,000,000 | | | | | | | | | | | | | | |
| 2020 | Philadelphia, PA | CV19 | CRF | 276,400,000 | | | | | | | | | | | | | | |
| 2020 | Palm Beach County, FL | CV19 | CRF | 261,000,000 | | | | | | | | | | | | | | |
| 2020 | Brevard County, FL | CV19 | CRF | 105,000,000 | | | | | | | | | | | | | | |
| 2020 | U.S. Virgin Islands Housing | DR 4335-VI DR 4340-VI | CDBG-MIT | 2,000,000,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP Vernon-Parish | DR 4559 | PA | 13,000,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP Lafayette Delta | DR 4570 | PA | 14,488,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP Abbeville Laura | DR 4559 | PA | 376,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP Lafayette Laura | DR 4559 | PA | 3,757,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP Abbeville Delta | DR 4570 | PA | 222,000 | | | | | | | | | | | | | | |
| 2020 | Houston, TX | DR 4586 | PA | 10,000,000 | | | | | | | | | | | | | | |
| 2020 | Long Beach, CA | DR 4482 | PA, CRF | 150,753,000 | | | | | | | | | | | | | | |
| 2020 | Iowa Department of Human Services | DR 4482 | CRF | 7,800,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP SAL | DR 4570, DR 4559 | PA | 312,600,000 | | | | | | | | | | | | | | |
| 2020 | LA GOHSEP COVID19 TO 8.2 | DR 4484 | PA | 87,048,000 | | | | | | | | | | | | | | |
| 2020 | State of Connecticut | DR 4500 | PA | 450,000,000 | | | | | | | | | | | | | | |
| 2020 | Philadelphia, PA | DR 4506 | PA, CRF, HMGP | 375,000,000 | | | | | | | | | | | | | | |
| 2020 | Dunedin, FL | DR 4486 | PA | 38,000 | | | | | | | | | | | | | | |
| 2020 | Harris County, TX | DR 4485 | PA, CRF | 200,000,000 426,000,000 | | | | | | | | | | | | | | |
| 2020 | Houston, TX | | CRF | 404,000,000 | | | | | | | | | | | | | | |
| 2020 | Houston, TX | DR 4332 | PA | 575,000,000 | | | | | | | | | | | | | | |
| 2019 | Harris County, TX | DR 4332 | CDBG | 1,200,000,000 | | | | | | | | | | | | | | |

| Year | Client | Event | Program | Value (\$) | Preliminary Damage Request | Develop Request for Public Assistance | Applicant Briefing | Applicant Kickoff Meeting | Site Visits/Inspections | Project Scoping | Project Cost Estimation & Documentation | PW/Application Development | Alternate/Improved/Pilot Program Projects | Project Cost Reconciliation | Interim Inspections | Funding Disbursement | Grant Closeout | Audit/Appeals Support |
|------|-----------------------------|---------|----------|----------------|----------------------------|---------------------------------------|--------------------|---------------------------|-------------------------|-----------------|---|----------------------------|---|-----------------------------|---------------------|----------------------|----------------|-----------------------|
| 2019 | Missouri, State of | DR 4451 | PA | 2,947,200 | | | | | | | | | | | | | | |
| 2019 | Missouri, State of | DR 4435 | PA | 5,664,229 | | | | | | | | | | | | | | |
| 2019 | Commonwealth of Puerto Rico | DR 4339 | PA, HMGP | 60,000,000,000 | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2019 | Barnwell County, SC | DR 4479 | HMGP | 4,800,000 | | | | | | | | | | | | | | |
| 2018 | State of Florida DEO | DR 4337 | CDBG-DR | 616,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ |
| 2018 | Callaway, FL | DR 4399 | PA | 50,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2018 | Lynn Haven, FL | DR 4399 | PA | 50,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2018 | Dougherty County, GA | DR 4400 | PA | 10,000,000 | ■ | ■ | | | | | | | | | | | | |
| 2018 | Albany, GA | DR 4400 | PA | 10,000,000 | ■ | ■ | | | | | | | | | | | | |
| 2018 | Ventura County, CA | DR 4353 | PA | 100,000,000 | | | | | | ■ | ■ | ■ | | ■ | | | | |
| 2018 | Callaway, FL | DR 4399 | PA | 27,098,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ | ■ |
| 2018 | Lynn Haven, FL | DR 4399 | PA | 54,810,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ | ■ |
| 2018 | Albany, GA | DR 4400 | PA | 17,773,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ | ■ |
| 2018 | Anchorage, AK | DR 4413 | PA | 11,936,000 | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | | ■ | ■ |
| 2018 | Lake County, CA | DR 5262 | PA | 21,531,000 | | | | | | | ■ | | | | | | | |
| 2018 | Ventura County, CA | DR 4407 | PA | 76,755,681 | | | | | | | ■ | | | | | | | |
| 2018 | Lake County, CA | DR 4399 | PA | 1,990,433,000 | | | | | | | ■ | | | | | | | |
| 2018 | Walton County, TX | | FMA | 1,500,000 | | | | | | | ■ | | | | | | | |
| 2018 | Houston, TX | DR 4485 | PA | 12,500,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | | | | ■ |
| 2017 | State of Louisiana OCD | DR 4277 | CDBG-DR | 1,600,000,000 | ■ | | | | ■ | | | | | | | ■ | | |
| 2017 | Houston, TX | DR 4332 | PA | 2,400,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | |
| 2017 | South Daytona, FL | DR 4337 | PA | 6,000,000 | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2017 | Fort Bend County, TX | DR 4332 | PA | 50,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2017 | Albany, GA | DR 4294 | PA | 14,000,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2017 | Dougherty County, GA | DR 4297 | PA | 12,500,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | |
| 2017 | Port of Corpus Christi, TX | DR 4332 | PA | 10,000,000 | | | | | ■ | ■ | ■ | ■ | ■ | ■ | | ■ | ■ | ■ |
| 2017 | Butte County, CA | DR 4407 | PA | 1,500,000,000 | | | | | | | ■ | | | | | | | |

Qualifications of Staff

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program (HMGP), U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), National Environmental Protection Agency (NEPA), Office of Inspector General (OIG), U.S. Treasury COVID-19 appropriation, among others.

Our technical advisors have worked with and, in some cases, have served as employees of many of the federal funding agencies that will be providing federal grant support. With these relationships, critical decisions and key issues can be addressed at the highest level.

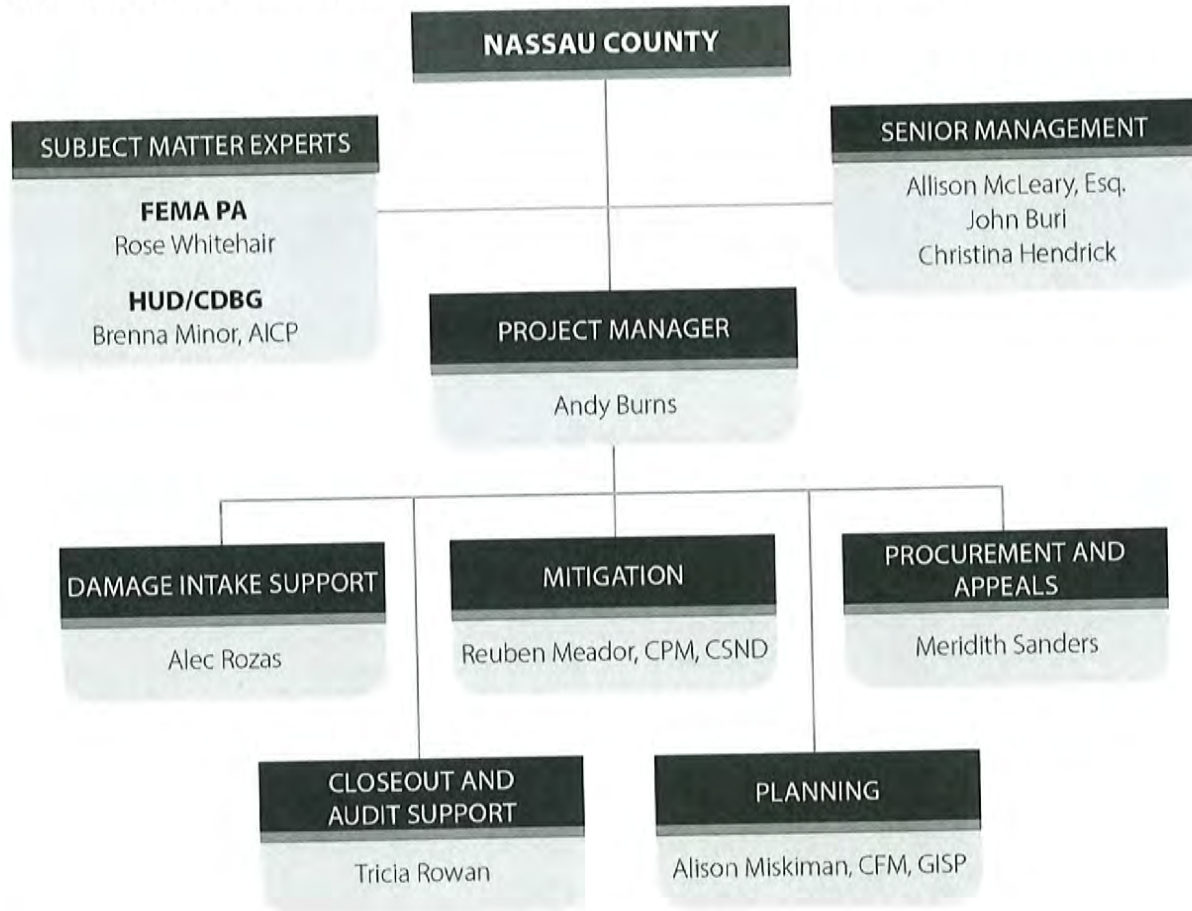
Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

We are committed to providing a **consistent and coordinated project team** to successfully complete this scope of work and affirm our ability to commence full operations immediately after notification of award.



Organizational Chart

Tetra Tech has provided the proposed program organizational chart for this project below.



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. **Resumes for project management and advisory staff have been provided in Tab 7.**



Ms. Allison McLeary, Esq., 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 Bureau Chief of the Florida Division of Emergency Management and Recovery Legal Counsel for Louisiana's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**, she offers direct, senior-level experience administering grant programming in coordination with federal, state, and local agencies.



Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the FEMA, Hazard Mitigation Assistance (HMA), FEMA PA Program, 2 CFR 200, HUD Community Development Block Grant (CDBG)-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include work in 17 states across 8 FEMA Regions, and support to more than 100 state and local governments clients since 2004.



Ms. Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than \$4 billion of FEMA and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA PA, FEMA HMGP, COVID-19, CDBG programs. In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across 7 FEMA regions, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.



Ms. Brenna Minor, AICP, is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over \$5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey CDBG-DR programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

Project Team

Tetra Tech has identified a team of program staff to support the County. We have selected team members who have previous experience in similar operations. **Brief summaries of each of our team members' experience are provided below. Resumes for these staff have also been provided in Tab 7.**

| Proposed Staff | Brief Introduction |
|--|--|
| <p>Andy Burns Project Manager</p> | <p>Mr. Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.</p> |
| <p>Rosalita Whitehair Subject Matter Expert (FEMA Programs)</p> | <p>Ms. Whitehair brings over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID-19 guidance and the recent congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance. As the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She volunteers with Team Rubicon, an international non-government organization for disaster response, providing her with boots-on-the-ground experience as an EMT, Fire Fighter and Trauma Team member, and has served as Tribal Advisor to the National Domestic Preparedness Council (NDPC).</p> |
| <p>Alison Miskiman, CFM, GISP Planning</p> | <p>Ms. Miskiman has 20 years of experience and leads Tetra Tech's Risk & Resilience subpractice as part of our Emergency Management Community Resilience program. She specializes in risk-informed planning; working in partnership with clients to maximize funding and increase resilience to natural hazard events and the changing climate. She holds a Master's Degree in Earth Science/Geochemical Systems, is a Certified Floodplain Manager (CFM), and a Certified Geographic Information Systems Professional (GISP). Ms. Miskiman also leads our geospatial team to conduct detailed and customized risk and vulnerability assessments. She manages large-scale Geographic Information Systems (GIS), data management, and web-based application development projects to simplify and streamline the collection and analysis of information for environmental, emergency management and economic development projects and utilizes the software to support data visualization. Ms. Miskiman has extensive technical experience in the development of BCAs incorporating state-of-the-art strategies to include quantifiable benefits to demonstrate economic feasibility of federally and locally-funded projects. Ms. Miskiman has collaborated with federal, state and local government agencies, private corporations, and the general public.</p> |
| <p>Alec Rozas Damage Intake Support</p> | <p>Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.</p> |
| <p>Reuben Meador, CPM, CSND Mitigation</p> | <p>Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for FEMA. Mr. Meador possesses a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery</p> |

Meridith Sanders
Procurement and Appeals

business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

Ms. Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.

Tricia Rowan
Closeout and Audit Support

Ms. Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she led program management and client liaison for \$276 million in CRF projects and is helping oversee nearly \$1 billion in FEMA PA reimbursement for the State of Connecticut in DR-4500. In her roles, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of \$5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at FDEM, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.

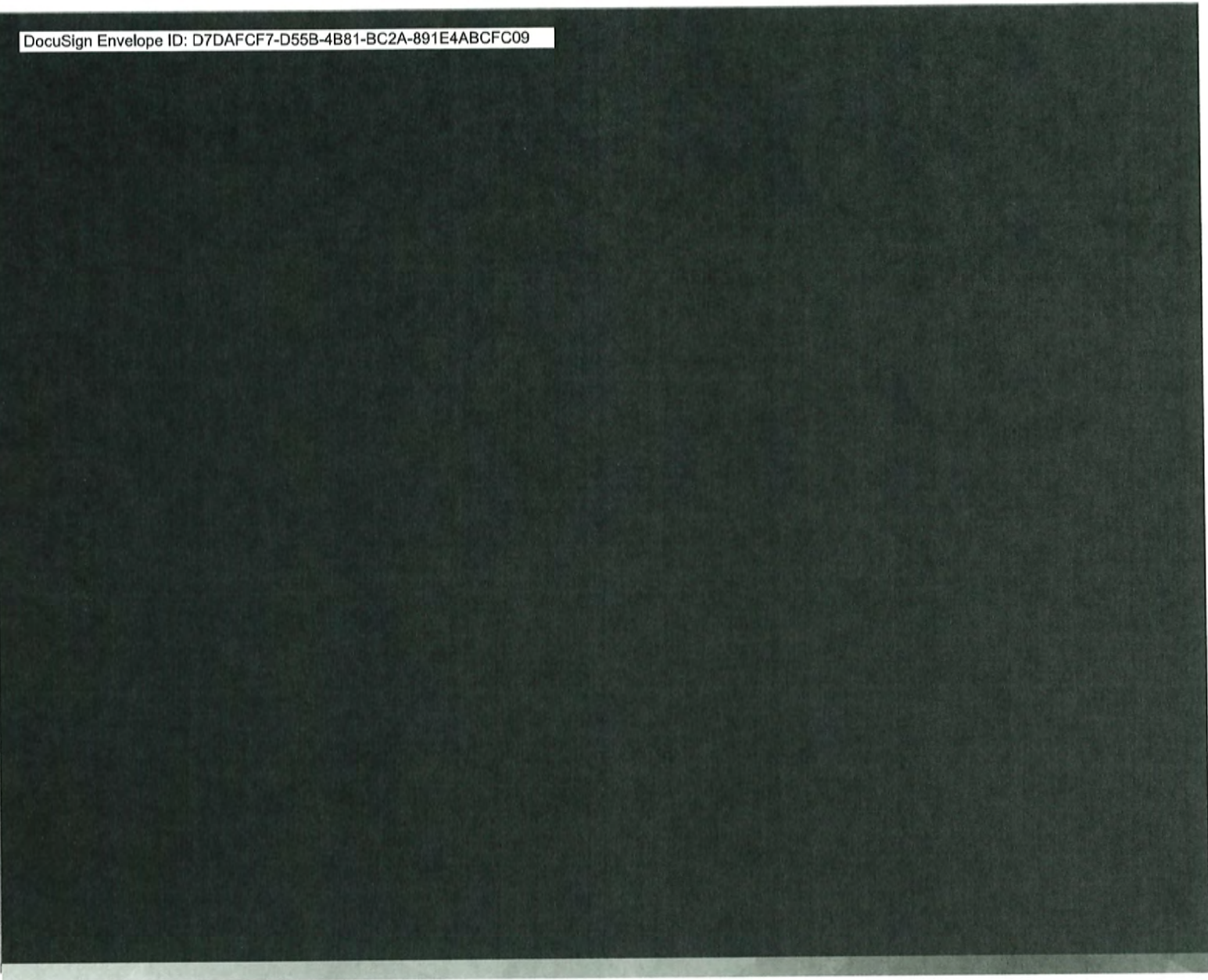
Tetra Tech does not anticipate engaging with subcontractors on this contract.



Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

"As a former State Recovery Director in Florida, I advise our team, and yours, on the best approach to documentation and presentation of costs in order to maximize your utilization of PA funding."

--Allison McLeary, Esq.,
Senior Management Team



Tab 4 – References

Tab 4 – References

Tetra Tech is proud of the strong relationships our team holds with our clients. In accordance with the County's RFP specifications, Tetra Tech has provided references of clients of similar scope and size within the past 8 years on the following pages. **We believe that these references will accurately reflect the ability of our firm to provide services, exemplify performance under similar contracts, and demonstrate the ability to provide knowledgeable and experienced staffing for municipal clients.**



Walton County, FL

Over the past 20 years, Tetra Tech has worked with the County on a myriad of engineering projects, including a variety of stormwater and drainage control planning, design, permitting, and construction administration projects. Since 2009, Tetra Tech has completed more than 95 different County projects successfully, including implementing solutions to drainage and roadway problems.

In 2016, Tetra Tech assisted the County with Flood Mitigation Assistance (FMA) grant applications for the elevation of three residential properties. The grant was awarded and now Tetra Tech is also helping with this project with the elevation of those properties in the role of elevation construction management as well as project management.

In 2018, Tetra Tech submitted an application to the Pre-Disaster Mitigation (PDM) Program for a Local Mitigation Strategy (LMS) Plan and received the notification of funding in early 2019. Tetra Tech completed the update for the County and worked with the LMS Committee to get the LMS through the evaluation and acceptance stage for Walton County.

Hurricane Sally Public Assistance Grant Management

Description: In September 2020, Hurricane Sally struck the Florida Panhandle. Tetra Tech assisted the County with their FEMA Public Assistance recovery by providing consulting and grant management support for damage claims totaling nearly \$1.1 million. Tetra Tech provided support with all aspects of the PA Program, including data review and reconciliation, project formulation, site inspections, and EHP considerations.

COVID-19 Public Assistance Grant Management

Description: Tetra Tech assisted the County with their COVID-19 FEMA Public Assistance recovery by providing grant management support for eligible emergency work estimated at \$130k. Tetra Tech also assisted the County with procurement-related questions regarding other eligible recovery programs.

Client

Walton County, FL

Period of Performance

FMA Project: April 2015 – May 2015 (FMA Project);

LMS Project: December 2019 – October 2020

COVID 19: September 2021 – December 2022

Hurricane Sally: November 2020 – March 2023

Project Cost

FMA & LMS: \$24,4884.00

COVID-19: \$33,000.00

Hurricane Sally: \$87,510.00

Reference Contact

Jeff Goldberg,

Emergency Management
Director

Walton County Emergency
Management

75 South Davis Lane

DeFuniak Springs, Florida 32435

Mobile: (850) 307-4131

Office: (850) 892-8065

jeff@waltoncountync.gov



Collier County, FL

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.

In September of 2022, Category 4 Hurricane Ian crushed Charlotte County to the north with winds approaching 155 miles per hour. Tetra Tech is currently providing Collier County with debris monitoring services for its right-of-way debris, hazardous leaners and hangers, parks, private roads, waterways, and ditches. Tetra Tech is also providing FEMA Public Assistance services to the County.

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 served as the County's representative, tasked with overseeing right-of-way (ROW) debris removal; processing, site management and haul-out; 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, monitored **nearly 64,000 loads of debris** and over **25,000 leaner and hanger removals**. In total, Tetra Tech monitored **over 4,000,000 CYs of debris**.

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. The County tasked Tetra Tech with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief timeframe. Tetra Tech used *RecoveryTrac*™ ADMS to document quantities of debris and provided ADMS units to County code-enforcement staff to assist with damage assessments. Tetra Tech provided daily reports to the County project leadership, and the County was especially appreciative of the timely and accurate information that allowed them to make quick decisions and ultimately conduct an efficient and effective clean-up for Collier County residents.

In the spring of 2006, nearly six months after Hurricane Wilma struck Collier County, damage assessments revealed that waterways throughout the County contained storm-generated hazardous debris that caused impediments and obstructions to the natural flow of watershed drainage. The County determined that an estimated 47 miles of waterways and canals were affected and required debris removal. Under contract with the County and the regulatory direction of the National Resources Conservation Service (NRCS), our team successfully managed the environmentally sensitive debris removal operation. Tetra

Client

Collier County, FL

Period of Performance

Hurricane Ian: September 2022 – Present

Hurricane Irma: September 2017 – December 2018

Project Cost

Hurricane Ian: \$3,144,234

Hurricane Irma ROW: 4,004,300 CYs

Reference Contact

Christopher Johnson

Interim Director – Corporate Financial

and Management Services

3299 Tamiami Trail East, Suite 201
Naples, FL 34112

Phone: 239-252-5312

Cell: 239-821-7261

Christopher.Johnson@colliercountyfl.gov

Tetra Tech also provided daily progress reports that included debris concentration maps, debris removal tracking maps that included GPS coordinates, before and after photographs, and debris quantity tracking spreadsheets. Another important function of the monitoring services provided by our team under this engagement was the enforced observance of special considerations set forth by the contract. These special considerations included the preservation of the embankments, the protection of endangered species (mangroves), and the restoration of the natural flow of water.

Since Tetra Tech's work for Collier County after Hurricane Wilma, our team has maintained a true partnership with the County in helping prepare for the next potential event. The County holds an annual War Games to prepare County and municipality staff – as well as other agency and private sector partners – for what to expect and what actions to take following a hurricane or other disaster event. Tetra Tech has been an active participant in this annual event for years and has helped lead the training for all participants. Tetra Tech also recently completed an update of Collier County's Disaster Debris Management Plan.



City of Fort Myers, FL

In September 2022 Hurricane Ian brought 155 mph gale force winds and 15-foot storm surge as it tracked across the City of Fort Myers. Tetra Tech responded to assist with recovery efforts and FEMA reimbursement claims within days of the storm's landfall. Since then, Tetra Tech has been able to assist the city in obtaining \$14m in debris removal and emergency protective measure costs from the FEMA Public Assistance Program. Tetra Tech continues to review documentation and coordinate identifying and documenting damages, dimension, and descriptions for storm related damages. It is estimated the totality of damage costs for this disaster may reach about \$50 million. Tetra Tech is working closely with city departments to identify disaster mitigation that can be applied to damaged infrastructure as well as any capped or alternate projects where the city may use FEMA Public Assistance funds for other recovery efforts.

Tetra Tech is assisting in performing site inspections with marine engineers and divers to determine the amplitude of storm damages done to the Yacht Basin, various seawalls, and docks near or adjacent to the Caloosahatchee River.

Additionally, Hurricane Ian caused damages to over 300 homes within the city and brought additional Hazard Mitigation Grant Program opportunities such as elevations, wind hardening, and retrofits to residential homes and city infrastructure.

Client

City of Fort Myers, FL

Period of Performance

Contract: 03/5/2020 – 3/4/2024

Task Order: 10/10/23 - 10/9/2023

Contract Amount

\$1,141,697

Reference Contact

Kristina Mathews

Emergency Management

Coordinator

Division of Emergency

Management

2033 Jackson St

Fort Myers, FL 33901

P: 239-222-8870

kmathews@cityftmyers.com



City of South Daytona, FL

Hurricane Ian devastated the coastal communities of Volusia County in September 2022, when it made landfall as a Category 4 hurricane and was responsible for five fatalities in the County. Due to extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure.

Tetra Tech assisted the City soon after the storm's impact by deploying a dedicated team to the site. Tetra Tech has been supporting the City with the documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

While providing overall project management and oversight, Tetra Tech's team also worked on conducting site inspections, collecting, and reviewing documentation, managing the documents and Essential Elements of Information in FEMA's Grants Portal, and providing daily guidance to the City. Tetra Tech continues to support the City by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of \$3.5 million.

Client

City of South Daytona, FL

Period of Performance

October 2022 – Present

Project Cost

\$100,000

Reference Contact

Jason Oliva

Finance Director

1672 S. Ridgewood Avenue

South Daytona, FL 32119

(386) 322-3063

joliva@southdaytona.org