



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.15.

3/23/2021

### Subject:

Permission to Develop and Advertise a Request for Proposal for Consultant Services to Assist with Administration of Federal and State Funding in Response to Emergency Declarations

### Fiscal Impact:

Dependent on current events and natural disasters/emergencies; Costs for consultant services are generally reimbursable through funding following natural disasters and other emergencies. Expenses associated with these services will correspond to their funding source(s).

### Dept/Office:

Budget Office

### Requested Action:

It is requested the Board of County Commissioners:

- Authorize the development and advertisement of a Request for Proposal for Administration of Federal and State Funding Sources in Response to Emergency Declarations Consultant Services; and
- Approve the appointment of the Selection and Negotiation Committees consisting of:
  - o Jill Hayes, Budget Director
  - o Tom Mulligan, Solid Waste Assistant Department Director
  - o Larry Wojciechowski, Parks and Recreation Support Services Manager
- Authorize the Chair to execute any and all resulting contracts and contract related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; and
- Authorize the County Manager to approve task orders issued against the contract(s) and approve any necessary budget change requests.

### Summary Explanation and Background:

It is requested that the Board approve the development and advertisement of a Request for Proposal (RFP) for Consultant Services for the Administration of Federal and State Funding Sources in Response to Emergency Declarations.

The existing Disaster Reimbursement Consultant Services Contract is set to expire on November 30, 2021. The existing contract and scope of services encompasses FEMA Public Assistance Alternative Procedures (PAAP,) Direct Administrative Costs (DAC), which allows subrecipients to receive a fixed estimated Direct Administrative Costs (DAC) award, calculated as a flat percentage of eligible emergency and permanent work projects.

Given the unprecedented amount of funding and the changing mechanisms, sources, and regulations

associated with emergency assistance at the Federal and State level, issuing a new RFP will provide the County with more flexibility in obtaining consultant services. Approval of this competitive solicitation will provide the County with the ability to broaden the scope of services to encompass not only disaster reimbursement services, but also to assist the County in oversight and administration of funds received directly from the Federal or State governments in response to a state of emergency.

If approved for development and advertisement, the scope of services under this RFP and any resulting contract(s) will include items such as, but not limited to, providing technical assistance related to Public Assistance (PA) application process, financial management, policy development, preparing correspondence to state and federal agencies, participating in damage assessments and site visits, training, assisting in the preparation of project worksheets, developing standardized reporting and documentation systems, assisting in financial tracking and management, preparing closeout packages, reconciliations, final inspections and audits. The Budget Office will provide oversight to include contract monitoring, coordination between departments, and assisting in financial tracking.

**Clerk to the Board Instructions:**

None



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

March 24, 2021

**M E M O R A N D U M**

**TO:** Steve Darling, Central Services Director

**RE:** Item F.15., Permission to Develop and Advertise a Request for Proposal (RFP) for Consultant Services to Assist with Administration of Federal and State Funding in Response to Emergency Declarations

The Board of County Commissioners, in regular session on March 23, 2021, authorized the development and advertisement of an RFP for Administration of Federal and State Funding Sources in Response to Emergency Declarations Consultant Services; approved the appointment of the Selection and Negotiation Committees consisting of: Jill Hayes, Budget Director, Tom Mulligan, Solid Waste Assistant Department Director and Larry Wojciechowski, Parks and Recreation Support Services Manager; authorized the Chair to execute any and all resulting contracts and contract related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; authorized the County Manager to approve task orders issued against the contract(s); and approved any necessary Budget Change Request.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

/ns

cc:

County Manager  
Finance  
Budget  
Solid Waste  
Parks and Recreation

## **PROFESSIONAL SERVICE AGREEMENT BETWEEN**

**THOMPSON CONSULTING SERVICES, LLC, a Delaware Limited Liability Company,  
and  
BREVARD COUNTY, a Political Subdivision of the State of Florida**

THIS CONTRACT is made this \_\_\_\_\_ day of January, 2022, by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred as "County"), whose address is 2725 Fran Jamieson Way, Viera, FL 32940, and THOMPSON CONSULTING SERVICES, LLC, a Delaware Limited Liability Company whose address is 2601 Maitland Summit Parkway, Maitland, Florida 32751 (hereinafter referred as the "Consultant").

**WHEREAS, the County has need of professional services to assist the County in receiving the maximum reimbursement from all available sources in response to disasters; and**

**WHEREAS, the awarded consultant was chosen through a competitive process on the basis of firm's organization, professional experience, assigned team members, financial stability and price schedule, and other appropriate characteristics desired to serve as the selected consultant.**

### **ARTICLE I GENERAL PROVISIONS**

1.1 Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined: The term "Agreement" or "Contract" shall be used interchangeably and shall refer to the Contract Documents.

The term "County" means Brevard County, a political subdivision of the State of Florida, its elected officials, agents and employees.

The term "Consultant" means Thompson Consulting Services, LLC and its officers, agents and employees.

The term "Contract Documents" includes this Contract, attachments and/or exhibits to this Contract, change orders, and insurance policies called for herein.

The term "day" as used herein shall mean a calendar day, unless the context specifically indicates to the contrary.

The "Effective Date" shall be the date on which the last signatory hereto shall execute this

Contract, and it shall be the date on which this Contract shall go into effect. The Contract shall not be effective against any party until said date.

A "Public Record" is as described in Section 119.011(12), Florida Statutes.

A "Subconsultant" and/or "Subcontractor" is a person or entity who has a direct contract with the Consultant to perform any portion of the Work.

"Work" shall include the performance of professional consultation services in the area of Disaster Reimbursement, as more specifically described in Article 2 of this Contract.

1.2 The Consultant shall be available to perform the Work outlined in this Contract for the stated fee arrangement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Contract. The County's RFP #P-2-21-12 is hereby fully incorporated herein by reference.

1.3 The Consultant acknowledges that, prior to execution of this Contract, it has investigated and satisfied itself as to the conditions affecting the Work, including, but not restricted to, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance, and the steps necessary to complete the Work within the time set forth herein. The Consultant warrants unto the County that it has the competence and abilities to carefully and faithfully complete the Work within the time set forth herein. The Consultant will perform its services with due and reasonable diligence consistent with sound professional practices.

## **ARTICLE 2 DESCRIPTION OF WORK TO BE PERFORMED**

2.1 The County retains the services of Thompson Consulting Services, LLC to conduct an effective, prompt, and efficient submission of required documentation to in order for the County to receive all eligible dollars through claiming reimbursement for the financial impacts of disaster recovery under the Brevard County Board of County Commissioners. The Consultant shall be available to provide services consisting of, but not limited to, the tasks.

2.2 The project and the tasks to be performed as part of this Work are described below; however, the Work outlined below can be modified by written consent of the parties hereto.

2.3 Consultant's Role and Scope of Services.

2.3.1 Consultant's Role. Upon notification from County staff of an event which requires Consultant's expertise,

Consultant will respond within 48 hours to the County Contract Administrator to begin process.

- 2.3.2 Upon notification from County staff that recovery efforts have begun, Consultant will make Consultant's team readily available to County staff.
- 2.3.3 Upon Receipt of the written Task Order Notice to Proceed, the Consultant shall schedule with County Contract Administrator a kickoff meeting where Consultant's team will meet County representatives and discuss current means and methods of County's reimbursement process.
- 2.3.4 The Consultant will be responsible for providing the following documentation and services to the County as part of its services:
  - 2.3.4.1 Develop a strategy to accomplish the timely submission of disaster reimbursement documents that will achieve a timely recoupment of reimbursable funds from federal, state, and insurance sources and any other sources that may be applicable to a given event or disaster.
  - 2.3.4.2 Bi-weekly activity reports summarizing and detailing the progress of the document preparation and reimbursement status of various projects. This should include a summary of any information for which the Consultant is seeking from County staff and the County staff contact.
  - 2.3.4.3 Participate in meetings with County staff meetings as required, not to exceed 1 per week during recovery process.

- 2.3.4.4 Develop tracking system for use jointly by the Consultant and County personnel that allows for efficient tracking of all documentation related to items, projects, etc., for which the County is seeking reimbursement.
- 2.3.4.5 Work with County staff on development of any required document templates.
- 2.3.4.6 Provide County Task Order with not to exceed hourly rate(s) estimate as required per event.
- 2.3.5 Scope of Services. Consultant will be available to provide any or all of the following work:
  - 2.3.5.1 In accordance with federal guidelines and regulations (see FEMA Field Manual as updated/amended from time to time), Consultant would be responsible for compiling, categorizing, recording, tracking and filing all disaster related costs documentation on approved forms and/or via the FEMA Grants Manager Grant Portal, as appropriate (FEMA completes Project Worksheets based on information submitted) in support of the financial reimbursement process.
  - 2.3.5.2 Assist County in requesting any available immediate funding or grants. Compile estimates, develop and track plans for cash flow management and disbursements by state, federal, and/or other agencies.
  - 2.3.5.3 Identify cost effective mitigation measures (Stafford Act).

2.3.5.3.1 Assist County in identifying opportunities for Improved or Alternate Projects, and preparing proposals for same.

2.3.5.3.2 Identify and resolve other special consideration issues.

2.3.6 Assist County in completing evaluations for insurance purposes as required. Insurance payments (typically FEMA reimbursements do not include any amounts received from insurance claims)

2.3.7 Flood plain management

2.3.8 Environmental Issues

2.3.9 Historic preservation

2.3.10 Provide a means and method for the County to track all reimbursement requests, ensuring the County receives all eligible funds requested for reimbursement. This tracking will be separate from the State of Florida's and FEMA's tracking system(s); however, such method should also be easily matched to the State/FEMA tracking system.

2.3.11 Prepare required documents for capturing a comprehensive and accurate scope of work to be completed for each project. Provide project engineer estimate and categorize/prioritize projects in a manner that will allow for quick reimbursement to the County capturing the full amount eligible for reimbursement. Ensure all timeframe requirements are met (i.e. project must be completed w/in 6 months of declared disaster).

2.3.12 Provide personnel, as requested by the County, at any meeting where County officials/staff are meeting with state/federal or other agencies that provide funding for disaster recovery and assist with negotiations as needed.



- 2.3.13 Assist County Purchasing Office with scope reviews; preparation of bidding documents, contractor selections and ensuring procurement process is in line with requirements of reimbursing agencies.
- 2.3.14 Support all County agencies and/or departments, as required, with organization of documents. Ensure all expenses, policies, permits, contracts, exemptions and waivers, bid documents, change orders, and compliance monitoring are in accordance with reimbursing agencies requirements.
- 2.3.15 Provide clerical support to review and approve payment documentation. This includes but is not limited to the following:  
Compile/Summarize all required documentation to allow for a streamlined reporting process to the reimbursing agencies, in accordance with their standards. Provide continuous review and monitoring of the FEMA reimbursement process through all steps and provide, as requested, documentation for status updates.
- 2.3.16 Provide assistance to any County department that requires assistance with filing a claim for reimbursement. This includes but is not limited to: Preparing all payment requests in acceptable formats to ensure reimbursement from various agencies, ensuring that all payments are received in a timely fashion.
- 2.3.17 Provide schedule/tracking tool to ensure that the County meets all required timelines for prompt reimbursement of disaster funding.
- 2.3.18 Provide inspection services including but not limited to the following:
  - 2.3.18.1 Assist the County with performing interim inspections to ensure work is progressing timely and all documentation is being maintained.
  - 2.3.18.2 Assist the County with performing final inspections to ensure all required work has been completed in accordance with reimbursing agency requirements.

2.3.19 Provide assistance with any appeal(s) the County may choose to file related to any determination made by reimbursing agency with which the County disagrees. If unsuccessful in resolving dispute, Consultant shall assist County with any further formal appeal/arbitration and, upon request, provide recommendations for outside counsel for consideration by the County.

2.3.20 Upon County notification of an audit by the reimbursing agency, provide any and all required documentation and personnel to assist County in responding to audit.

### **ARTICLE 3 PAYMENTS**

#### **3.1 Payment for Services.**

(a) Invoices will be submitted by the Consultant to the County monthly, during the period in which the consultant is performing duties. The amounts of said payment shall be as specified in Section 3.4 of this Agreement. Payment of each such invoice will be due within the time limits provided for non-construction services in the Florida Prompt Payment Act, Section 218.70 et seq., Florida Statutes.

Without limiting the events for nonpayment, payments may be withheld on account of: (1) defective Work not remedied or Work of inferior quality; (2) billing for a task or cost item not contracted for by the County; (3) failure of the Consultant to complete an obligation under the Contract Documents; (4) Work claimed to have been completed, but which Work has not been properly completed; or (5) Work not completed in a timely manner and for which an extension of time has not been approved by the County. The County shall state in writing the reason for rejecting, in whole or in part, a claim or application for a Certificate of Payment. Pursuant to the time limits in the Florida Prompt Payment Act, the County shall timely pay the compensation due on any amount not in dispute. Any payment or partial payment withheld may be appealed to the Board of County Commissioners for resolution within thirty (30) days after dispatch of the notice of withholding in part or whole of any payment.

(b) Failure on the part of the County to timely issue approval of the invoice, as set forth in this Article, shall entitle the Consultant to payment by the County in the time set forth herein of the full amount of the payment applied for, but in such event, the Consultant's right to collect a full payment, as applied for, shall not be construed to be a certification by the

County of the proper performance of any Work or that such Work has been completed.

(c) If the County fails to make any payment due to the Consultant for services not specifically disapproved for payment by the County within forty-five (45) days after the Consultant's transmittal of its invoice therefore, the Consultant may, after giving seven (7) days written notice to the County, suspend services under this Contract until all amounts due hereunder are paid in full.

(d) In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days, or such time limit as may be extended by the Florida Prompt Payment Act, following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover accrued interest, in addition to all amounts due and payable.

3.2 Sales tax. To the extent permitted by law, the County is exempted from payment of certain taxes, including, but not limited to, Florida state sales and use taxes and Federal Excise tax. The Consultant, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Consultant to suppliers for taxes on materials used to fulfill its contractual obligations with the County. The Consultant shall not use the County's exemption number in securing such materials. The Consultant shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

3.3 Pledge of County's credit. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

3.4 Compensation. The County agrees to pay the Consultant for approved professional services completed in accordance with the task order. The services will be paid based on the applicable hourly rate as set forth in the Notice of Award dated October 21, 2021 a copy of which is attached hereto as Exhibit 1 and fully incorporated herein. Upon notification of services required, Consultant will provide a good faith estimate of hours required for services requested. Consultant shall notify County monthly how many hours were expended that month and how many hours remain on task order. Work shall be divided among the categories described in paragraph 2.3 above, and paid as follows: County will reimburse consultant based upon Consultant submitted, County approved invoices for hours worked that month.

3.5 Items Supplied and Extra Work.

If, during the progress of the study and issuance of the report, the County requests the Consultant to perform additional services other than those defined in this Contract, payment for such work shall be negotiated prior to commencement of the work.

3.6 Defective Work. Any costs caused by defective or ill-timed work shall be borne

by the party responsible therefore.

#### **ARTICLE 4 GENERAL CONDITIONS**

4.1 Subject to a right of appeal to the Board of County Commissioners, the County's Manager, or designee will have authority to reject Work that does not conform to the Contract Documents.

4.2 The Work of a professional nature under this Contract shall be performed by providing consulting services for disaster reimbursement by state and federal agencies in accordance with the Scope of Services outlined in Section 2 of this Contract.

4.3 The Consultant shall supervise and direct the Work, using his/her best skill and attention, and he/she shall be solely responsible for all maintenance means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Consultant shall at all times enforce strict discipline and good order among his/her employees and shall ensure that employees with the appropriate skills, qualifications, and licenses (if required by appropriate governmental regulatory authorities) are assigned to each task to complete the Work. The Consultant shall be responsible to the County for the acts and omissions of his/her employees and other persons performing any of the Work, and agrees that specific consideration has been given in this respect.

4.4 The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.5 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County and its independent contractors, officers, agents and employees from and against all claims, damages, losses and expenses, personal injuries (including, but not limited to, death), attorney's fees, court costs, and interest (prejudgment or otherwise), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from the Consultant's performance of this Contract, including, but not limited to, failing to properly coordinate the activities of the Consultant's agents, servants or employees; failing to properly train employees under the Consultant's control or direction; failing to properly hire or equip employees under the Consultant's control or direction; and, failing to properly supervise employees under the Consultant's control or direction in performance of services under this Contract. The Consultant affirmatively represents that it has received specific consideration from the County for this hold harmless and indemnification provision. The Consultant shall not be liable to the degree or extent of damages, loss, or expenses determined to be the fault of the County.

4.6 The indemnification provided above will obligate the Consultant to defend, at its

own expense, or to provide for such defense at the option of the County, of any and all claims of liability, and all suits and actions of every name and description that may be brought against the County that may result from the Work and activities under this Contract, whether the Work be performed by the Consultant or by anyone directly or indirectly employed by the Consultant.

In all events, the County shall be permitted to choose competent legal counsel of its sole choice, the fees for which shall be subject to and included with the indemnification provided for herein.

4.7 **Relationship.** It is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the County and the Consultant is such that the Consultant is an independent contractor and not an agent of the County.

4.8 **Insurance.** The Consultant shall procure and maintain insurance of the types and to the limits specified herein.

- (a) **Coverage.** Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
  - i) **Workers' Compensation:** Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act, and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$500,000/disease - policy limit; \$100,000/disease - each employee, and a waiver of subrogation in favor of County, its agents, employees and officials.
  - ii) **Commercial General Liability:** Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the County for limits not less than \$1,000,000/general aggregate; \$1,000,000/products-completed operations (aggregate); \$1,000,000/personal injury and property damage liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000/medical payments.
  - iii) **Business Auto Policy:** Coverage must be afforded including coverage for all owned vehicles, hired/non-owned vehicles, with an Additional Named Insured Endorsement in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (bodily limits; injury/property damage); personal injury protection/statutory \$1,000,000/uninsured/underinsured motorist: \$1,000,000/hired/non-owned auto liability.
  - iv) **Professional Liability:** Coverage must be afforded in the amount of \$5,000,000 per claim. If such policy is written on a "Claims-made" (rather than "occurrence")

basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four (4) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer.

(b) Certificates of Insurance. Certificates of all insurance required from the Consultant shall be filed with the Brevard County Board of County Commissioners as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval by Risk Management for adequacy and protection. The certificate will state the types of coverage provided, limits of liability, and expiration dates. Brevard County Board of County Commissioners shall be identified as an Additional Named Insured for each type of coverage required by subsection (a) above. The required certificates of insurance may refer specifically to this Contract and the above sections in accordance with which such insurance is being furnished, and may state that such insurance is as required by such sections of this Contract.

The Consultant shall provide a Certificate of Insurance to the County with a thirty (30) days' written notice of cancellation. In addition, the Brevard County Board of County Commissioners will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the County, where applicable. The endorsements adding Brevard County Board of County Commissioners as Additional Named Insured must be attached to the Certificate of Insurance. The certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form.

If any coverage is provided under a claims made form, the certificate will show a retroactive date, which should be the same date as the Agreement (original date if Contract is renewed) or prior.

If the initial insurance expires prior to the completion of the Work, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

## **ARTICLE 5 SUBCONTRACTS AND ASSIGNMENT**

5.1 Subcontracting. The Consultant shall not subcontract any of the work assigned under this contract.

5.2 Neither the County nor the Consultant shall assign this Contract, or the responsibilities and obligations set forth in the Contract Documents. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the County

and the Consultant, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party.

## ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Governing Law, Venue, and Attorneys' fees. This Contract shall be governed by the laws of the State of Florida. Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida. Any trial shall be non-jury. In the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorneys' fees and costs.

6.2 Contact persons.

(a) The County shall designate individuals to act as a representative for the County under this Contract, with the authority to transmit instructions, receive information, and make or interpret the County's decisions. **The person who shall act as the representative for the County with respect to this Contract shall be The Budget Director, or designee.** The County may from time to time designate other individuals or delete individuals with the authority to act for the County under this Contract with the authority to transmit instructions, receive information, and make or interpret the County's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

(b) The Consultant's representative shall be Corey Thomas or, if necessary, their designees under this Contract with the authority to transmit instructions, receive information, and make or interpret the Consultant's decisions. The Consultant may from time to time designate other individuals or delete individuals with the authority to act for the Consultant under this Contract with the authority to transmit instructions, receive information, and make or interpret the Consultant's decisions. All deletions or designation of individuals to serve as a representative shall be given by written notice.

6.3 Right to Audit/Public Records: In performance of this Contract, Thompson Consulting Services, LLC shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting principles.

All documents, papers, books, records and accounts made or received by Thompson Consulting Services, LLC in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The County or any of its duly authorized representatives reserves the right to audit Thompson Consulting Services, LLC's records related to this Contract at any time during the performance

of this Contract and for a period of five (5) years after final payment is made, or otherwise required by law. Thompson Consulting Services, LLC shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, or Thompson Consulting Services, LLC turns said records over to County.

All records or documents created by or provided to the Thompson Consulting Services, LLC by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the County, or Thompson Consulting Services, LLC related to the performance of the services under this Contract, do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by Thompson Consulting Services, LLC or the County- must be provided to anyone making a public records request. It is Thompson Consulting Services, LLC's duty to identify any information in records created by Thompson Consulting Services, LLC which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically must be provided to the County in a format compatible with the technology systems of the County.

Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. Thompson Consulting Services, LLC agrees and understands that Florida has broad public records disclosure laws, and that any written communication with Thompson Consulting Services, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

"Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (see section 119.011(12), Florida Statutes).

Thompson Consulting Services, LLC shall ensure that public records which 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 and following termination of the Contract if Thompson Consulting Services LLC does not transfer the records to the County.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. Thompson Consulting Services, LLC shall direct individuals requesting public records to the public records custodian listed below. If the County does not possess the requested records, the County shall immediately notify Thompson Consulting Services, LLC of the request and if Thompson Consulting Services, LLC possesses the records, Thompson Consulting Services, LLC must provide the records to the



County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of section 119.07, Florida Statutes. Thompson Consulting Services, LLC may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by Thompson Consulting Services, LLC to the County which Thompson Consulting Services, LLC maintains are exempt or confidential from such inspection/production as a public record, Thompson Consulting Services, LLC agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. Thompson Consulting Services, LLC shall hire and compensate attorney(s) who shall represent the interests of the County as well as Thompson Consulting Services, LLC in defending such action. Thompson Consulting Services, LLC shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

Should Thompson Consulting Services, LLC fail to provide the public records, within Thompson Consulting Services, LLC's possession and control, to the County within a reasonable time, Thompson Consulting Services, LLC may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Thompson Consulting Services, LLC's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

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

**IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS C/O ADMINISTRATIVE SECRETARY, BORIS SOUDAKOFF, 321 633 2153, [boris.soudakoff@brevardfl.gov](mailto:boris.soudakoff@brevardfl.gov).**

6.4 Notices. All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE COUNTY:

Frank Abbate  
County Manager  
Brevard County  
2725 Fran Jamieson Way  
Viera, FL 32940

TO THE CONSULTANT:

Jon Hoyle (President)  
Thompson Consulting Services, LLC  
2601 Maitland Summit Parkway  
Maitland, FL 32751

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

6.5 Consultants' Competitive Negotiation Act Prohibition Against Contingent Fees. As required by Section 287.055(6)(a), Florida Statutes, the Consultant warrants that he/she 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 he/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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this provision, the County shall have an immediate right to terminate this Agreement without liability and, at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.6 Employment Eligibility Verification (E-Verify).

Thompson Consulting Services, LLC shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Thompson Consulting Services, LLC during the term of the contract. Upon request, Thompson Consulting Services, LLC shall provide acceptable evidence of their enrollment at the time of the submission of the Thompson Consulting Services, LLC 's bid. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

Thompson Consulting Services, LLC shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

Thompson Consulting Services, LLC agrees to 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 consistent with the terms of Thompson Consulting Services, LLC's enrollment in the program. This includes maintaining a copy of proof of Thompson Consulting Services, LLC's and any subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.

A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

The County will not intentionally award a publicly-funded contract to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e) (section 274A(e) of the Immigration and Nationality Act (INA). The County shall consider Thompson Consulting Services, LLC's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

6.7 Amendment of Contract. Modifications or changes in this Contract must be in writing and executed by the parties bound to this Contract.

6.8 Severability. If a court of competent jurisdiction finds any provision of this Contract to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the

remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

6.9 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

6.10 Scrutinized Companies. Thompson Consulting Services, LLC certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if Thompson Consulting Services, LLC or its subcontractors are found to have submitted a false certification; or if Thompson Consulting Services, LLC, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

If this Contract is for more than one million dollars, Thompson Consulting Services, LLC further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

Pursuant to Section 287.135, Florida Statutes, the County may immediately terminate this Contract at its sole option if Thompson Consulting Services, LLC, its affiliates, or its subcontractors are found to have submitted a false certification; or if Thompson Consulting Services, LLC, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

Thompson Consulting Services, LLC agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

6.11 Foreign Influence on Contracts. If the contract has a value of \$100,000.00 or more, Thompson Consulting Services, LLC shall complete the County's Foreign Disclosure

Form and file any required disclosures with the State of Florida as required pursuant to section 286.101, Florida Statutes.

6.12 Additional Assurances. The Consultant certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Contract is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any engineering or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive), individual holding a professional license and performing work under this Contract, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the County; and

(c) No principal (which includes officers, directors, or executive), individual holding a professional license and performing work under this Contract, employee, or agent has willfully offered an employee or officer of the County any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

6.13 Attachments to Contract. The items listed below are hereby attached to this contract and fully incorporated herein. This includes but is not limited to any terms and conditions set forth therein and which are enforceable as part of this contract:

RFP 2-21-12/Disaster Reimbursement Consultant Services;

Proposal submitted by Thompson Consulting Services, LLC in response to Brevard County's RFP 2-21-12/Disaster Reimbursement Consultant Services;

Notice of Award dated October 21, 2021 for RFP 2-21-12/Disaster Reimbursement Consultant Services

6.14 Compliance with Applicable Laws. It shall be the Consultant's responsibility to be aware of and comply with all federal, state and local laws. Consultant will not discriminate based on race, color, sex, sexual orientation, gender identity, disability, religion, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 760. In accordance with the ADA of 1990 ("ADA"), Consultant will not discriminate against qualified individuals with disabilities. In addition, it is understood that public funding used to pay Consultant for the Work may result in a determination that the Consultant is either directly or indirectly also subject to Title II of the ADA and that Consultant agrees to ensure compliance with all applicable ADA requirements. Consultant specifically agrees that any documents provided to the County during the course of completing the Work assigned will be compliant with WCAG 2.1 standards.

6.15 FEMA Addendum A is attached and incorporated herein by this reference.

## **ARTICLE 7 ENFORCEMENT**

7.1 Enforcement of this Contract may be by the Consultant or the County and may be accomplished by any proceeding at law or in equity against any person or person violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages. Failure to enforce any covenant or provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The County shall not be obligated or bound to enforce any of the covenants or provisions herein or be liable to or for any person or persons for non-enforcement. Further, this provision shall not act to pledge ad valorem taxes or to otherwise pledge the County sources of revenue.

## **ARTICLE 8 TERMINATION OF THE CONTRACT**

8.1 Termination Without Cause. The County may terminate this Contract and all work connected with the Contract without cause upon thirty (30) days written notice. The obligation to provide additional services under this Contract may be terminated by the County upon thirty (30) days written notice.

8.2 Termination For Cause by the County. If Consultant fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the provisions of this Contract. The County shall have the option to terminate the entire Contract, or such part of the Contract upon thirty (30) days written notice.

8.3 Termination for Cause by the Consultant. If the County fails or refuses to perform any of the provisions of this Contract or otherwise fails to timely satisfy the provisions of this Contract, the Consultant shall have the option to terminate the entire Contract, or such part of the Contract upon ninety (90) days written notice.

8.4 Payment Upon Termination. On termination of this Contract for any reason, the County shall pay the Consultant, as full payment for all services performed, sums due and owing to the Consultant for payment of all work completed to the termination date provided in this Contract. Any payment due shall be subject to the Consultant supplying the County with detailed time sheets setting forth the task completed, by whom the task was completed, the time to complete the task, and the rate of compensation required for completion of the task. Tasks shall include individual work items completed, e.g. - phone call made, letter prepared, etc., and note phases of work or sub phases of work. All work performed to date shall thereafter be made

available to the County. The County shall not be responsible for paying new costs incurred by the Consultant after the notice of termination has been received.

8.5 The Consultant hereby warrants and guarantees unto the County that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If the Consultant has filed for or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit of creditors, or if the Consultant repeatedly or persistently refuses or fails to supply enough properly skilled workers or proper materials, or if the Consultant refuses to and fails to observe or perform any provisions of the Contract, or persistently fails to observe or disregards the instructions of the County Attorney, or is otherwise guilty of a violation of any provision of the Contract Documents, the County, upon not less than five (5) days written notice to the Consultant, without prejudice to other remedies or rights that the County may have, may terminate the Consultant's right to proceed with the Work and take over and prosecute the same to completion. All warranties, guarantees, and requirements to make good on all Work completed or insurance shall survive the completion of the Work.

8.6 Continuation of this Contract is contingent on the continued management of Thompson Consulting Services, LLC and their position as the project manager for this Contract for Disaster Reimbursement. The County reserves the right to terminate this Contract if there is a change in the principals of the corporation.

8.7 No Waiver. Failure of the County to insist upon performance within any time period, or upon a proper level or quality of performance, shall not act as a waiver of the County's right to later claim a failure to perform on the part of the Consultant.

8.8 After receipt of a termination notice and except as otherwise directed by the County, the Consultant shall:

- (a) Stop Work on the date and to the extent specified.
- (b) Terminate and settle all orders and subcontracts relating to the performance of the terminated Work.
- (c) Transfer all work documents in process, completed work, and other materials related to the terminated Work to the County.
- (d) Continue and complete all parts of the Work that have not been terminated.

## **ARTICLE 9 TERM**

9.1 The term of this Contract shall be three years from the Effective Date set forth in Section 1.1 above. The County may renew the Contract for an additional two-year period upon written notice to the Consultant.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year first written above.

CONSULTANT:

By: \_\_\_\_\_  
Jon Hoyle, President

Board of County Commissioners of  
Brevard County, Florida (Owner)

By: \_\_\_\_\_  
Kristine Zonka, Chair

Date: January 25, 2022

As approved by the Board on: March 23, 2021



\_\_\_\_\_  
, Clerk

Seal



**ADDENDUM A**  
**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**  
**CONTRACT REQUIREMENTS**

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

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. Clean Air Act and the Federal Water Pollution Control Act: (For all contracts in excess of \$150,000.

Clean Air Act -

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

- i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. Suspension and Debarment:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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 any agency, a member of Congress, officer or employee of Congress, or an employee or 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.

11. Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000). The Consultant certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. Procurement of Recovered Materials:

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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule.
- ii. Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. Compliance with the Contract Work Hours and Safety Standards Act:

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-

half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the requirements set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the requirements set forth this section.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

14. Additional FEMA Requirements:

A. Access to Records:

- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

**B. DHS (Department of Homeland Security) Seal, Logo and Flags:**

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**C. Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

**D. No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**E. Fraud and False or Fraudulent or Related Acts:**

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



**Purchasing Services**  
2725 Judge Fran Jamieson Way  
Building C, Room 303  
Viera, Florida 32940

**NOTICE OF AWARD**  
October 21, 2021  
RFP-2-21-12 / Disaster Reimbursement Consultant Services

PROCUREMENT ANALYST: Summer Wyllie

<u>VENDOR</u>	<u>VENDOR CITY/STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARDED HOURLY RATES</u>
Thompson Consulting Services	Maitland, FL	YES	ALL	Project Executive: \$160.00
CDR Maguire Emergency Management	Tallahassee, FL	YES	NONE	Project Manager: \$145.00
Disaster Program & Operations, Inc	Vedra Beach, FL	YES	NONE	Project Engineer: \$130.00
ICF Incorporated, LLC	Fairfax, VA	YES	NONE	Project Specialist: \$119.50
Integrated Solutions Consulting	Edwardsville, IL	YES	NONE	Project Estimator: \$109.50
Neris Planning and Compliance	Stuart, FL	YES	NONE	Project Inspector: \$84.00
Tetra Tech	Maitland, FL	YES	NONE	Project Technician: \$66.00
Tidal Basin Government Consulting, LLC	Lake Mary, FL	YES	NONE	Admin. Support: \$45.00

- ☐ BOARD AWARD--AGENDA ATTACHED
- ☒ APPROVED AWARD (NON-BOARD AGENDA): Steven A. Darling, Jr. Central Services Director  
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)
- ☒ Award to best-ranked proposer, minimum three responses received.
- ☐ Award to best-ranked proposer, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Jill Hayes, Budget Office Director; Ian Golden, Housing and Human Services Director; Tom Mulligan, Solid Waste Services Director.

FOR PURCHASING USE ONLY:

- ☐ ONE-TIME PURCHASE
- ☒ ANNUAL BID: TBD Three (3) year term; effective executed contract dates  
RENEWAL OPTION: ☒ Other: One (1), Two (2) year renewal option
- ☐ Prompt Payment Discount Offered ☐ Yes \_\_\_\_\_ (Terms) ☒ NO
- ☐ Performance and payment bonds received with construction contract documents.
- ☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- ☒ Please provide certificate of insurance.
- ☒ Please provide completed 2018 W-9.
- ☐ OTHER:

SW

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. <b>Contractor:</b> Thompson Consulting Services, LLC.		2. <b>Amount:</b>	
3. <b>Fund/Account #:</b> 0001 200500 5340000		4. <b>Department Name:</b> Budget Office	
5. <b>Contract Description:</b> Disaster Reimbursement Consulting Services			
6. <b>Contract Monitor:</b> Fazie Khan		8. <b>Contract Type:</b>	
7. <b>Dept/Office Director:</b> Jill J. Hayes		CONSULTANT <input type="checkbox"/>	
9. <b>Type of Procurement:</b> Request for Proposal (RFP) <input type="checkbox"/>			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Khan, Fazie <small>Digitally signed by Khan, Fazie Date: 2022.01.12 13:57:34 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2022.01.21 12:16:56 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2022.01.21 12:32:52 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>Contractor:</b> Thompson Consulting Services, LLC.		<b>2. Amount:</b>
<b>Fund/Account #:</b> 0001 200500 5340000	<b>4. Department Name:</b> Budget Office	
<b>Contract Description:</b> Disaster Reimbursement Consulting Services		
<b>Contract Monitor:</b> Fazie Khan		<b>8. Contract Type:</b>  CONSULTANT <input type="checkbox"/>
<b>Contract/Office Director:</b> Jill J. Hayes		
<b>Method of Procurement:</b> Request for Proposal (RFP) <input type="checkbox"/>		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Khan, Fazie <small>Digitally signed by Khan, Fazie Date: 2022.01.12 13:57:34 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	Powers, Melissa <small>Digitally signed by Powers, Melissa Date: 2022.01.24 16:50:04 -05'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete</b> <input checked="" type="checkbox"/>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>