

BREVARD COUNTY
PUBLIC WORKS DEPARTMENT

CONTINUING ROOFING CONTRACTING CONTRACT

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Room A-201
Viera, Florida 32940

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CONTINUING ROOFING CONTRACTING SERVICES CONTRACT

THIS CONTRACT is entered into the date of last signature below, by and between **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **Tech Systems, Inc.**, a business having its principal address at 2001 Hughes Road, Melbourne, FL 32935 (hereinafter the "CONTRACTOR").

WHEREAS, the COUNTY has a need for the services of a contractor to provide continuing roofing contracting services under a continuing contract; and

WHEREAS, the COUNTY issued a Request for Qualifications RFQ-6-22-13 for such services and has selected the CONTRACTOR to provide said services under a continuing contract and has selected the CONTRACTOR to perform services on a continuing consultant basis in accordance with Florida law and Brevard County policies; and

WHEREAS, this is an agreement for roof contracting services for projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency, as outlined herein, and, as a result, the Parties agree and acknowledge that applicable Federal regulations must be followed.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby retains the CONTRACTOR and the CONTRACTOR hereby covenants to provide continuing roofing contracting services as prescribed herein.

SECTION I - GENERAL IDENTIFICATION OF SERVICES

All continuing contracting services provided by the CONTRACTOR for the COUNTY shall be identified in Proposal format. Proposals shall include a detailed description of the roofing services to be performed including, but not limited to, square footage, proposed schedule for compensation based on negotiated hourly rates, the proposed number of man hours for each category of labor, the number of workers in each category of labor to be dedicated to the particular work/project from **Attachment B** Pricing Sheet to be assigned to the Work, a projected schedule for completion of the Work, and any other terms or conditions specific to the Work to be performed by the CONTRACTOR, including terms that may be specific to projects that may be funded or submitted for reimbursement by/through the Federal Emergency Management Agency. A Proposal submitted to the COUNTY shall not give rise to any contractual rights until approved by the COUNTY in the form of a written Notice to Proceed signed by an authorized representative of the Brevard County Board of County Commissioners, and where approved by Board action, if applicable. The written Notice to Proceed and specific Proposal, as approved by the COUNTY, shall together constitute an agreement that shall be governed by the terms and conditions of this Contract, unless stated otherwise.

Contract Documents shall include (as applicable): bid advertisement; bid instructions; bid; bid bond; this Contract, including the Federal Emergency Management Agency (FEMA) Clauses and Certifications; bonds; general conditions; special conditions; technical specifications; addenda; drawings; permits; certificate(s) of insurance; and change orders. The FEMA Clauses and Certifications included herein, or attached hereto, control over any conflicting clauses contained within the separate agreements, covering the work for each Project, between the COUNTY and the CONSULTANT, when the Work involved will be submitted by/through FEMA for reimbursement to the COUNTY. The FEMA Clauses and Certifications are attached hereto, and incorporated by this reference, as **Attachment A**. In all other cases, if any conflicts exist between the Contract Documents, the following order of precedence shall apply (as applicable): (1) change orders; (2) addenda (with those of later date having precedence over those of earlier date); (3) this Contract; (4) drawings; (5) technical specifications; (6) special conditions; (7) permits; (8) the COUNTY'S RFQ-6-22-13; (9) bid instructions and advertisement; (10) CONTRACTOR'S Response; (11) construction bond; (12) other bonds; and (13) certificate(s) of insurance.

Preventative Maintenance will be performed at each facility, based on pricing in **Attachment B** Pricing Sheet, upon notification from the COUNTY.

The CONTRACTOR shall not be authorized to begin any work unless all required Certificates of Insurances and applicable endorsement pages (including any replacement coverage for expired or cancelled policies) have been received and approved by the COUNTY.

SECTION II – COUNTY/CONTRACTOR OBLIGATIONS - RECORDS

The COUNTY shall furnish to the CONTRACTOR, upon request, any plans/drawings/data available in the COUNTY'S files pertaining to the work to be performed under this Contract. However, pursuant to Section 119.071, Florida Statutes, certain building plans, blueprints, schematic drawings and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the COUNTY are exempt from disclosure. These documents, while exempt and/or confidential from release under the State's public records law, are provided to the CONTRACTOR as a receiving entity in order to perform its duties and responsibilities under this Contract. The CONTRACTOR understands it is required to treat the above records as exempt and/or confidential from public records and in no case shall release such record without written authorization from the COUNTY following any request for such information.

SECTION III - CONTINUING ROOFING CONTRACTING SERVICES

Upon receipt of a Notice to Proceed, CONTRACTOR agrees to perform all services associated with the requested Work in accordance with the terms of this Contract, the negotiated terms of the applicable approved Proposal, and in accordance with accepted professional standards and practices.

In connection with continuing roofing contracting services to be rendered pursuant to this Contract, the CONTRACTOR further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with all federal, state and local laws, rules, and regulations applicable to the work.
- C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- D. Cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.
- E. Report the status of the work to the COUNTY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the COUNTY or its authorized agent at any time.
- F. Submit to COUNTY field observations, reports, and other data representative of the work's progress. Submit for COUNTY approval the final work product upon incorporation of any modifications requested by the COUNTY during any previous review.
- G. Certify to the COUNTY that all materials supplied to the Brevard County Board of County Commissioners is 100% asbestos-free.

SECTION IV - TIME OF COMPLETION

The services to be rendered by the CONTRACTOR for each section of the Work shall commence upon receipt of a written Notice to Proceed from the COUNTY subsequent to the execution of this Contract, and shall be completed within the time stated in the approved Proposal. Preventative Maintenance Services shall be completed upon request from the COUNTY. Preventative Maintenance Report and invoice for services shall be submitted within ten (10) days of completion of the Work to facilities.accounts@brevardfl.gov.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONTRACTOR agrees to accept, for services rendered pursuant to this Contract, fees and other compensation computed in accordance with the methods outlined in **Attachment B** – “Pricing Sheet”, and as specified in an approved Proposal:

- A. Hourly Rate - the CONTRACTOR shall be compensated per the attached Pricing Sheet (**Attachment B**) the negotiated hourly rate for each hour of time engaged directly in the work. The CONTRACTOR will provide a detailed

breakdown for hours spent on each individual project.

- B. Reimbursable Expenses - The CONTRACTOR shall be compensated for certain work-related expenditures not covered by fees for contracting services, provided such expenditures are previously authorized, in writing, by the COUNTY in an approved Proposal. Miscellaneous expenses such as fax, telephone, copies and tolls will not be included as reimbursable expenses. Upon receipt of satisfactory back up materials, the CONTRACTOR will be compensated for such pre- approved reimbursable expenses on a direct cost basis.
- C. At least thirty (30) days prior to each anniversary date of this Contract either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate schedule shall constitute a basis for issuing a Notice of Termination by the COUNTY. Any proposed change in rates by the CONTRACTOR shall be subject to the prior written approval of the COUNTY.
- D. In the event CONTRACTOR experiences any delay resulting from circumstances beyond its control, or a change in the scope of work which will result in an increase or decrease in a Proposal's price or time, CONTRACTOR shall provide immediate notice to the COUNTY for consideration of modification to compensation or time. Additional compensation shall be limited to direct costs resulting from the delay or change in work as provided in this Section.

SECTION VI - PAYMENT AND PARTIAL PAYMENTS

Subject to the COUNTY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the COUNTY shall make monthly payments or partial payments to the CONTRACTOR for all authorized work in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

- A. The CONTRACTOR shall submit one (1) original, signed Applications for Payment to the COUNTY. Invoices for Preventative Maintenance Services shall also be submitted.
- B. The amount of each Payment Application submitted shall be the amount due for all services performed to date in connection with authorized Work, as certified by the CONTRACTOR. Each Payment Application shall include any authorized reimbursable expenses and must reference the particular Proposal/Project which authorized the services performed. The Payment Application shall be accompanied by copies of invoices for reimbursable

expenses, including materials stored on site.

- C. Payment Applications shall include a breakdown for each part of the Work billed for each item and personnel as identified on the Pricing Sheet **(Attachment B)**.
- D. The CONTRACTOR shall be responsible for submitting original Releases of Liens to the COUNTY for all Notices to Owner on file with the COUNTY. Original, notarized Releases must be received by the COUNTY before payments will be processed.

SECTION VII - SCHEDULE OF WORK

The COUNTY shall have the right to determine which units or sections of the work the CONTRACTOR shall proceed with first and in what order the work shall occur.

SECTION VIII - RIGHT OF DECISIONS

All services shall be performed by the CONTRACTOR to reasonable professional standards and practices and to the requirements of the COUNTY. The Facilities Manager, or designee, shall decide and dispose of all claims, questions and disputes arising under this Contract. In the event the CONTRACTOR does not concur with the decision of the Facilities Manager, or designee, the CONTRACTOR shall present any such objections in writing to the Central Services Department Director within ten (10) calendar days and request the issues be referred to a review board of three (3) members selected by the County Manager from Department Directors and Assistant County Managers for review and disposition at a hearing to be held within ten (10) calendar days after receipt of the request for review. This Section does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the CONTRACTOR goes through the review process established in this Contract and provided further that the CONTRACTOR strictly abides by the ten (10) day time deadline set forth in this Section.

SECTION IX - OWNERSHIP OF DOCUMENTS

Possession of all reports, tracing, plans, specifications, maps, contract documents and/or other work products developed by the CONTRACTOR pursuant to this Contract shall remain with the CONTRACTOR. The COUNTY retains the right of use of such documents at its own risk. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the COUNTY for its use. Notwithstanding the above paragraph, the CONTRACTOR understands its obligations and responsibilities under Section II of

this Contract.

SECTION X - NOTICES

Any notices from the CONTRACTOR to the COUNTY shall be considered delivered when posted by regular mail, email, or delivered in person to Brevard County Public Works Department/Facilities at the following address:

Brevard County
Public Works Department
2725 Judge Fran Jamieson Way, Building A, Room 201
Viera, Florida 32940

Any notices from the COUNTY to the CONTRACTOR shall be considered delivered when posted by regular mail to the CONTRACTOR at the last address left on file with the COUNTY or delivered by email or in person to said CONTRACTOR.

SECTION XI - AUDIT RIGHTS

The COUNTY or any of its duly authorized representatives reserves the right to audit the records of the CONTRACTOR related to this Contract at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made.

Both parties understand that the COUNTY is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. "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." Section 119.011(12), Florida Statutes, as may be amended.

Pursuant to Chapter 119, Florida Statutes, generally, and Section 119.0701, Florida Statutes, specifically, if records created by the COUNTY or the CONTRACTOR 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 the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and identify the specific statutory cite which allows the information be held exempt and/or confidential.

A request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request,

and the CONTRACTOR must 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 costs provided for by law and COUNTY Board Policies and Administrative Orders.

Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements Sections 119.07(1)(e) and (f), Florida Statutes. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR 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 the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR is subject to penalties under Section 119.10, Florida Statutes.

The CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321) 617-7202; robert.hendricks@BREVARDFL.GOV; 2725 JUDGE FRAN JAMIESON WAY, SUITE A207, VIERA, FLORIDA 32940

SECTION XII - SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written approval of the COUNTY. When applicable, the CONTRACTOR shall include/disclose the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be included in any applicable proposal for Work identifying the Work or service to be provided by the subcontracted firm.

SECTION XIII - CONTINGENT FEES

The CONTRACTOR represents that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employee, any fee commission, contribution, donation, gift or any other consideration, contingent upon, or resulting from award of this Contract. For any breach violation of this provision, the COUNTY shall have the right to terminate this Contract, 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 and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION XIV - TERMINATION/MODIFICATION OF CONTRACT

- A. The COUNTY or the CONTRACTOR may terminate, with or without cause, this Contract upon thirty (30) days written notice, provided that any outstanding approved Project, upon which a Notice to Proceed has been issued, is completed by the CONTRACTOR.

- B. In the event of termination by either party, the COUNTY'S sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily, completely performed work previously authorized by approved Proposal. Such payment shall be determined on the basis of hours of work performed by the

CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

- C. The terms of this Contract may be modified upon the mutual agreement of the CONTRACTOR and the COUNTY as confirmed in writing.
- D. In the event that the CONTRACTOR changes its name, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the COUNTY reserves the right to terminate this Contract subject to the terms prescribed above.

SECTION XV - DURATION OF CONTRACT

This Contract shall remain in full force and effect for a period of one (1) year after the date of last execution below; however, the CONTRACTOR shall complete any work for which a Notice to Proceed has been issued within this one-year period in accordance with the terms of the Notice to Proceed, and shall be compensated pursuant to **Attachment B**. The performance of specially and properly authorized projects may extend beyond the Contract's effective term and shall be compensated in accordance with Section V hereof. In addition, subject to the COUNTY'S sole discretion, this Contract may be renewed in one (1) year increments for up to four (4) additional years beyond the initial one (1) year period of the Contract only if no change in price is proposed by the CONTRACTOR. Modifications and/or changes to this Contract, including **Attachment B** Pricing Sheet, will require approval by the COUNTY.

SECTION XVI - DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Contract, the COUNTY may declare the CONTRACTOR in default by written notification. In the event partial payment has been made for services not completed, the CONTRACTOR shall return any sums due to the COUNTY as a result of CONTRACTOR'S default within ten (10) days after notice and demand that said sums are due. The CONTRACTOR shall not be compensated for any deficient services which have been performed at the time the COUNTY declares a default. The COUNTY shall pay for only that portion, if any, of the satisfactorily performed work which is used or useful by any other consultant retained by the COUNTY to finish the work to the extent that the COUNTY does not incur additional costs over those set forth in the CONTRACTOR'S canceled Proposal.

Any default by the COUNTY for cause, which is later determined to be invalid, shall be considered a termination by the COUNTY as provided in Section XIV.

SECTION XVII - INDEMNIFICATION AND INSURANCE

The CONTRACTOR shall provide insurance policies with insurers acceptable to the COUNTY as follows:

- General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.
- Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.
- Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.
- Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project for projects in which the cost is \$100,000 or more.

Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

The CONTRACTOR shall provide the COUNTY with Certificates of Insurance and endorsement pages on all policies of insurance within ten (10) days of execution of this Contract, and any renewals thereof within ten (10) days of renewal. The Certificates of Insurance will provide that the COUNTY is endorsed as an additional insured. With respect to Workers Compensation coverage, as an alternative to naming the County as an additional insured, the insurer can provide a waiver of all rights of subrogation against the County for losses paid for workers compensation. The COUNTY shall be entitled to thirty (30) days written notice from the insurer of any changes or cancellations of said policies which shall be provided for on the Certificate of Insurance. These insurance requirements shall not relieve or limit the liability of the

CONTRACTOR. The COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless against any and all claims, causes of action or liability for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom to the extent caused by any negligent, recklessness, or intentionally wrongful acts, errors or omissions of the CONTRACTOR, or any of its employees, subcontractors, or agents. The CONTRACTOR agrees to indemnify and pay on behalf of the COUNTY the cost of the COUNTY'S reasonable legal defense of all claims described herein. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision.

Nothing contained herein is intended to nor shall it constitute a waiver of sovereign immunity of the COUNTY or the protections of or limits on the amounts established pursuant to Section 768.28, Florida Statutes.

SECTION XVIII - QUALITY CONTROL

The CONTRACTOR shall provide a high level of quality control and accuracy. The COUNTY may request additional data collection or re-analysis of data at no expense to the COUNTY. If the original data collected and/or the data analysis is found to be accurate and reasonable, the CONTRACTOR shall be compensated for the additional work in accordance with Section V of this Contract.

The CONTRACTOR acknowledges that the COUNTY will periodically evaluate the CONTRACTOR'S performance and that the evaluation will be used by the COUNTY in determining the CONTRACTOR'S qualifications for future work under this Contract with the COUNTY and for future contracts with the COUNTY.

SECTION XIX - NON-EXCLUSIVE CONTRACT

The parties acknowledge that this Contract is not an exclusive Contract, and the COUNTY may employ other contractors, engineers, professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

SECTION XX - TRUTH IN NEGOTIATIONS

The CONTRACTOR agrees to execute a truth-in-negotiations certificate (**Attachment C**) and agrees the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XXI - INTEREST OF OFFICERS AND OTHERS

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

SECTION XXII - INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

SECTION XXIII - ASSIGNMENT AND GOVERNING LAW

Neither the COUNTY nor the CONTRACTOR shall assign its interest in this Contract without the written consent of the other except as to the assignment of proceeds. This Contract shall be governed by the Laws of the State of Florida.

SECTION XXIV – VENUE

Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. **ANY TRIAL SHALL BE NON-JURY.**

SECTION XXV - SEVERABILITY

If any provision of this Contract is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired.

SECTION XXVI – ATTORNEY’S FEES

In the event either party must undertake legal action to enforce any provision

of this contract, each party shall bear their own attorney's fees and costs, and any trial shall be non- jury.

SECTION XXVII - ENTIRETY OF CONTRACT

This writing, together with the original Request for Qualifications, Addenda, approved Proposals and signed Notice to Proceeds that may follow, embody the entire Contract and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties hereto as an addendum to this Contract.

SECTION XXVIII – UNAUTHORIZED ALIEN WORKERS; EMPLOYMENT VERIFICATION

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

The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and 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 Contract term.

The COUNTY shall terminate this Contract if it has good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes. The COUNTY shall have available to it any remedies outlined in Section 448.095, Florida Statutes, and otherwise authorized by law or in equity, including immediate termination of this Contract. The CONTRACTOR may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify System, a person who is not eligible for employment is hired or employed. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

SECTION XXIX – SCRUTINIZED COMPANIES

For contracts of any amount, if the COUNTY determines the CONTRACTOR submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met. For Contracts \$1,000,000 and greater, if the COUNTY determines the CONTRACTOR submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONTRACTOR has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the COUNTY shall either terminate the Contract after it has given the CONTRACTOR notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4), Florida Statutes, are met.

SECTION XXX – INDEPENDENT CONTRACTOR

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this contract shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to enter into any contract of any kind on behalf of the other, or to bind or obligate the other to any third party. As an independent contractor, CONTRACTOR is not entitled to any of the rights, privileges, or benefits of COUNTY employees.

SECTION XXXI – DISPUTE RESOLUTION

- A. If COUNTY object to all or any portion of an invoice, the COUNTY shall so notify the CONTRACTOR and indicate in writing what corrective action is required of CONTRACTOR. If a dispute over an invoice occurs, the Parties will work to resolve the dispute in accordance with Brevard County Administrative Order AO-33 and Section 218.76, Florida Statutes.

- B. To the extent the COUNTY requests CONTRACTOR to perform services that the CONTRACTOR believes are not described in a notice to proceed or Task Order, or with respect to which there is a disagreement between the Parties as to whether or not the services are already required, then the

CONTRACTOR will follow COUNTY'S written directive provided it is without prejudice to CONTRACTOR'S right to seek additional compensation from COUNTY. CONTRACTOR shall only provide such service upon receipt of a written COUNTY directive/Notice to Proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed to explicitly perform such service. The COUNTY'S delivery of such written directive/notice to proceed following CONTRACTOR'S notification shall be without prejudice to COUNTY'S right to maintain that such services do not constitute the basis for additional compensation under the applicable Task Order.

- C. Waiver. The waiver by either Party of the other Party's obligations or duties under this Contract shall not constitute a waiver of any other obligation or duty of the other Party under this Contract, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION XXXII – INTERPRETATION

Both Parties have had the opportunity to consult with legal counsel. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

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SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

Jay Roth

By: Frank Abbate
Frank Abbate, County Manager

Date: 5/12/23

As approved by the Board on 08/30/2022

Reviewed for legal form and content for Brevard County:

Alex L...
Deputy County Attorney

TECH SYSTEMS, INC.

STATE OF _____

By: _____
Jennifer Hillhouse, Vice President

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public Signature

Name typed, printed or stamped

My Commission Expires: _____

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and together shall constitute an original Contract.

WITNESS:

BREVARD COUNTY, FLORIDA

By: _____

Frank Abbate, County Manager

Date: _____

As approved by the Board on 08/30/2022

Reviewed for legal form and content
for Brevard County:

Deputy County Attorney

TECH SYSTEMS, INC.

By: Jennifer Hillhouse

Jennifer Hillhouse, Vice President

STATE OF Florida

COUNTY OF Brevard

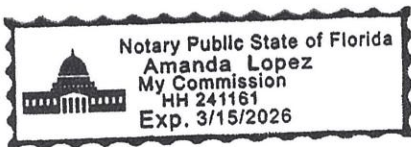
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of May, 2023 by Jennifer Hillhouse, Vice President of Tech Systems, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Amanda Lopez
Notary Public Signature

Amanda Lopez
Name typed, printed or stamped

My Commission Expires: 3/15/2026



**ATTACHMENT A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT
REQUIREMENTS¹**

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. Contract Work Hours and Safety Standards Act.

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

- a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of 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 clause set forth in paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. The County 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 Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or subcontractor for unpaid

¹ Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

wages and liquidated damages as provided in the clause set forth in paragraph b of this section.

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

2. Equal Employment Opportunity provisions:

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

- d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h 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/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government

which does not participate in work on or under the contract.

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

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

3. Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with the following on all contracts in excess of \$150,000:

a. Clean Air Act

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (1) The Consultant/Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. Suspension and Debarment:

- a. 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/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

Contractor must submit this certification for each bid or offer exceeding \$100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

- a. 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.
- b. 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.
- c. 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 Consultant/Contractor certifies or affirms the truthfulness and accuracy of

each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

	5/2/2023	Thomas Camp, President
Signature	Date	Name and Title

7. Procurement of Recovered Materials:

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

- a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. 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>.
- c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

- a. Access to Records
 - (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, 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/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
 - (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The Consultant/Contractor 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.
 - (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- b. DHS (Department of Homeland Security) Seal, Logo and Flags
The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.
- c. Compliance with Federal Law, Regulations and Executive Orders
The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor 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, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.
- e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)
If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- f. License and Delivery of Works Subject to Copyright and Data Rights
The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:

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

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting

officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

- b. Withholding. The (write in name of 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 the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract,

but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection,

copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.
 - (1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

- a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

- a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
 - (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
 - (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.
- b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the

sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment of Services

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

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

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(A) Covered telecommunications equipment or services that:
(i) Are not used as a substantial or essential component of any system; and
(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

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

For purposes of this clause:

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(SIGNATURE PAGE FOLLOWS)

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Company Name Tech Systems Inc.


Address 2001 Hughes Road Suite 1

Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature  _____

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER \$100,000**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

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

Company Name Tech Systems Inc.

Address 2001 Hughes Road Suite 1


Melbourne, FL 32935

Telephone 321.259.2246 Fax 321.255.0291

Email

Address info@techsystemsflorida.com

Name and Title of Authorized Signature Thomas Camp, President

Authorized Signature  _____

ATTACHMENT B
Pricing Sheet

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
BREVARD COUNTY'S PROPOSED RATES

POSITION	HOURLY RATE (Loaded rates to include labor, overhead, admin, etc.)
Foreman	\$55.00
Roofer	\$50.00
Roofer Apprentice	\$35.00
Metal Installer	\$50.00
Metal Installer Apprentice	\$35.00
Laborer	\$35.00

	RATE PER SQUARE FOOT
Annual Preventative Maintenance***(please see below)	\$.030
Annual Preventative Maintenance will be paid at \$.03 per square foot to include a minimum rate of \$300.00 and a maximum rate of \$800.00 per Preventative Maintenance Inspection.	

	PERCENTAGE (%)
All materials furnished by the Contractor if and when requested by the Brevard County Public Works/Facilities Department shall be the Contractor's actual cost plus a percentage markup	10%

***Please note, "tree trimming" and "clean/unclog roof drains & gutters" has been removed from the "Annual Preventative Maintenance". These services will be issued via work orders dependent on the number of hours to complete each service.

Tech Systems Inc. _____

Vendor Name

 _____

Signature

10/7/2022 _____

Date

Thomas Camp _____

President _____

Printed Name

Title

ATTACHMENT C
Truth-In-Negotiations Certificate

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Tech Systems, Inc., hereby certifies that wage rates and other factual unit costs supporting the compensation for RFQ 6-22-13 Continuing Roofing Contracting Services to be provided under this Contract, concerning Tech Systems, Inc., are accurate, complete and current as of the time of contracting.

Contractor:

Tech Systems Inc.

By:



Print Name:

Thomas Camp

Title:

President

Date:

5/2/2023

ATTACHMENT D
Contractor Affidavit Regarding Scrutinized Company List

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor 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, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared
Thomas Camp, who, being by me first duly sworn, made the following statement:

1. The Business address of Tech Systems Inc. (name of bidder or contractor) is 2001 Hughes Road Suite 1 Melbourne, FL 32935
2. My relationship to Tech Systems Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Tech Systems Inc. (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Tech Systems Inc. (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.



 Signature

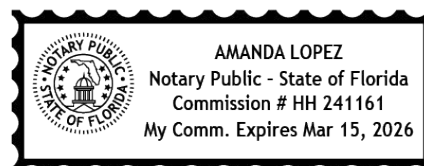
Sworn to and subscribed before me in the state and county first mentioned above on the 25th day of July, 2022.



 Notary Public

My commission expires: 3/15/2026

(AFFIX SEAL or STAMP)



ATTACHMENT E
Disclosure Form Foreign Influence On Contracts Or Grants
Having A Value Of \$100,000 Or More

CONTINUING ROOFING CONTRACTING SERVICES
RFQ-6-22-13
DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern:

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name Tech Systems Inc.

Signature:  _____ Date: 7/25/2022

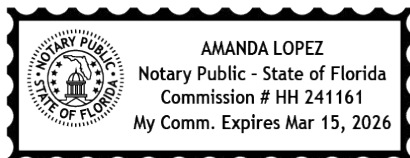
Title: President

STATE OF FLORIDA

COUNTY OF Brevard

Sworn to and subscribed before me by means of physical presence or online notarization, this 25th day of July, 2022, by (name of person making statement).

[Notary Seal]



Amanda Lopez
Notary Public

Amanda Lopez
Name typed, printed or stamped

My Commission Expires: 3/15/2026

X Personally Known OR _____ Produced Identification

Type of Identification Produced _____