



**Bentonville City Council Emergency
Meeting Agenda
June 3, 2024
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on June 3, 2024:

https://us02web.zoom.us/webinar/register/WN_y5V6_3NCQqWjbFp6g8Wafw

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes

I. New Business - Public Comment to be Heard with Agenda Item

- | | | |
|----|---|-------------------|
| 1. | City of Bentonville Emergency Declaration | Ordinance* |
| 2. | Resolution to Enter into an Agreement with Thompson Consulting Services, LLC | Resolution |

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Thompson Consulting Services, LLC in an amount not to exceed \$200,000.00, for debris monitoring and consulting services through participation in the HGACBuy Cooperative Contract HP08-21. A budget adjustment is needed.

3. **Ordinance to Suspend Sec. 601.25(c) and the Business Registry Fee** **Ordinance***

Ordinance suspending the requirement for a conditional use permit for shipping containers used for storage purposes and waiving the Business Registry Fee, until July 31, 2024. An emergency clause is requested so as to assist Bentonville citizens and businesses with recovery efforts. No budget adjustment is needed.

4. **Overview of the Benton County Tornado Relief Fund** **Informational**

II. **Other Business/Announcements/Comments**

III. **Adjournment**

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	\$	\$

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

DECLARATION OF EMERGENCY

WHEREAS, in the early morning hours of May 26, 2024, the City of Bentonville experienced a catastrophic weather event which caused widespread loss and destruction affecting countless citizens and businesses; and

WHEREAS, Ark. Code. Ann. 12-75-108 authorizes the chief executive of a political subdivision to declare a local disaster emergency in order to activate a local emergency operation plan; and

WHEREAS, the City is still assessing the extent of the damage and the nature and scope of repairs needed; and

WHEREAS, the lasting effects of this incident continue to present a threat to the safety and welfare of the citizens of Bentonville and its workers which therefore requires emergency action; and

WHEREAS, the proclamation of a state of emergency provides the City the ability to take measures to reduce the possibility of further loss and promote the health, safety, and welfare of Bentonville residents.

NOW, THEREFORE, pursuant to the power granted by Ark. Code Ann. 12-75-108, I, Stephanie Orman, Mayor, declare the City of Bentonville is in a state of emergency and hereby activate the City's Emergency Operations Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bentonville, Arkansas to be affixed on this ____ day of May, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

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Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE PURCHASING OFFICE				
Evaluation Results				
Project: Debris Monitoring and Consulting				
SELECTION COMMITTEE MEMBERS	FIRMS SELECTED FOR EVALUATION			
	Thompson Consulting Services, LLC	Tetra Tech, Inc.	Disaster Recovery, LLC	
Committee Member 1	28	26	23	
Committee Member 2	28	20	24	
Committee Member 3	23	22	18	
Committee Member 4	30	26	27	
TOTAL (auto calc)	109	94	92	
SCORE SUMMARY		TOP 3 RATED FIRMS		
Thompson Consulting Services, LLC	109	1)	Thompson Consulting Services, LLC	
Tetra Tech, Inc.	94	2)	Tetra Tech, Inc.	
Disaster Recovery, LLC	92	3)	Disaster Recovery, LLC	
		Results Tabulated On: 6/2/2024		
		Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.		
		Notes:		
purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com				



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: DEBRIS MONITORING AND CONSULTING SERVICES ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Thompson Consulting Services, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this day _____ ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform Debris Monitoring and Consulting Services for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under the HGACBuy Cooperative Agreement HP08-21 and this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates,

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

agents and PROFESSIONAL CONSULTANTS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTS.

- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.
- C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

During the performance of this contract, the PROFESSIONAL CONSULTANT agrees as follows:

Equal Employment Opportunity

- A. The PROFESSIONAL CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The PROFESSIONAL CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT 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 contractor's legal duty to furnish information.
- D. The PROFESSIONAL CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to 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 PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- I. Provided, however, that in the event a PROFESSIONAL CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- J. The applicant 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 applicant 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.
- K. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of 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.
- L. The applicant 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 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 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Davis-Bacon Act.

- M. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- N. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- O. Additionally, contractors are required to pay wages not less than once a week.

Compliance with the Copeland “Anti-Kickback” Act.

- P. Contractor. The 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.
- Q. Subcontracts. The 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 contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- R. 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.”

Compliance with the Contract Work Hours and Safety Standards Act.

- S. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- T. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the PROFESSIONAL CONSULTANT, contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) 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 (b)(1) of this section.
- U. *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency 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 PROFESSIONAL CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- V. *Subcontracts.* The PROFESSIONAL CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

- W. The PROFESSIONAL CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- X. The PROFESSIONAL CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY 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.
- Y. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- Z. The PROFESSIONAL CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- AA. The PROFESSIONAL CONSULTANT agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.
- BB. The PROFESSIONAL CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- CC. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the PROFESSIONAL CONSULTANT'S 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).
- DD. The PROFESSIONAL CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- EE. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the PROFESSIONAL CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- FF. 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.

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

- GG. 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.

Procurement of Recovered Materials

- HH. In the performance of this contract, the 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;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- II. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- JJ. The PROFESSIONAL CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records

- KK. The PROFESSIONAL CONSULTANT agrees to provide the CITY, (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the PROFESSIONAL CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- LL. The PROFESSIONAL CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- MM. The PROFESSIONAL CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- NN. In compliance with the Disaster Recovery Act of 2018, the CITY and the PROFESSIONAL CONSULTANT acknowledge and agree 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.
- OO. The PROFESSIONAL CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- PP. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The PROFESSIONAL CONSULTANT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- QQ. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- RR. The PROFESSIONAL CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROFESSIONAL CONSULTANT actions pertaining to this contract.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** TWO HUNDERED THOUSAND DOLLARS AND ZERO CENTS (\$ 200,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE _____ CITY	THOMPSON CONSULTING SERVICES, LLC _____ PROFESSIONAL CONSULTANT
 _____ BY	 _____ BY
MAYOR _____ TITLE	 _____ TITLE
 _____ DATE SIGNED	 _____ DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION
THOMPSON CONSULTING SERVICES, LLC AGREEMENT



End User Professional Services Agreement General Terms and Conditions

This **End User Professional Services Agreement** ("Agreement") is by and between Thompson Consulting Services, LLC (hereinafter referenced as "Consultant"), with offices at 2601 Maitland Center Parkway, Maitland, Florida 32751 and the undersigned Client (hereinafter referenced as "Client" or "End User");

Whereas, Consultant has entered into an All Hazards Preparedness, Planning, Consulting, and Recovery Services Contract effective as of August 1, 2021 with the Houston-Galveston Area Council (hereinafter referred to as "HGAC Contract");

Whereas, the HGAC Contract acknowledges that the End User may enter into an agreement with the Consultant through the HGAC Contract;

Whereas, Client desires to be an End User under the HGAC Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the HGAC Contract (attached as **Exhibit A**);

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the date executed by the last of the parties hereto and shall expire on July 31, 2025. The term of this Agreement shall not be dependent upon any renewals of the HGAC Contract, and the Client may elect to exercise or not exercise the renewal options set forth in the HGAC Contract independent of whether the owner of HGAC Contract exercises renewal options under the HGAC Contract. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A** attached hereto.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client

if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in **Exhibit A**, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as **Exhibit A**. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. Consultant acknowledges and understands that the Client is subject to the Arkansas Freedom of Information Act (FOIA) and Client contracts and documents prepared while performing Client work are subject to this Act. In the event that a FOIA request is presented to the Client, the Consultant agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. If the Work Products are released to a third party and used other than as intended hereunder, Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

8. LIMITATION OF LIABILITY

Reference is made herein to Article 38 of HGAC Contract and both parties agree said limitation of liability clauses shall apply to this

End User Professional Services Agreement General Terms and Conditions

Agreement, and the parties hereto agree to the same limitations of liability between each other as provided in the HGAC Contract.

9. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

10. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

11. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination, including but not limited to those obligations found in sections 3, 6, 7, 8, 9, 11, 13 & 14.

12. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

13. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as referenced on the signature page.

14. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



End User Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

THOMPSON CONSULTING SERVICES, LLC

CITY OF BENTONVILLE, ARKANSAS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Giving Notices:

Thompson Consulting Services, LLC
Attention: Jon Hoyle, President
2601 Maitland Center Parkway
Maitland, FL 32751

Address for Giving Notices:

With a Copy to:

Thompson Holdings, Inc.
Attention: Chad Brown, Chief Legal Officer
2970 Cottage Hill Road, Suite 190
Mobile, AL 36606

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
LPena@thompsoncs.net – Email
(407) 792-0018 – Phone

APPENDIX B
SCOPE OF SERVICES
THOMPSON CONSULTING SERVICES, LLC HGACBUY
CONTRACT AND RFP SUBMISSION

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Thompson Consulting Services, LLC - Public Services - ID: 7258

MASTER GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Thompson Consulting Services, LLC, hereinafter referred to as the Contractor, having its principal place of business at 2601 Maitland Center Parkway, Maitland, FL 32751.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential

damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

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 the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 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.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive

decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Agreement (“Agreement”) between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Thompson Consulting Services, LLC

Signature  DocuSigned by:
7885FB9B6897485...
Name ~~Robert Ferguson, LEED AP~~ Jon Hoyle
Title ~~First Vice President, Texas/Southern Operations~~
President, TCS
Date 8/27/2021

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 8/30/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Thompson Consulting Services, LLC - Public Services - ID: 7258

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must

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

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor 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 Master Agreements) and that all subcontractors 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 certificate 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.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A**Thompson Consulting Services, LLC****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

Labor Category		Hourly Rates
Preparedness and Planning Services		
Positions	Hourly Rates	
Project Manager	\$	142.50
Senior Consultant	\$	139.93
Emergency Management Consultant	\$	117.60
Emergency Management Specialist	\$	98.00
Emergency Management Analyst	\$	65.00
Office/Clerical	\$	35.00
Debris Removal Monitoring Services		
Positions	Hourly Rates	
Project Manager	\$	98.98
Operations Managers	\$	89.18
Environmental Specialist	\$	77.20
Data Manager	\$	69.00
Field Supervisors	\$	57.82
Debris Monitors	\$	36.26
Clerical Assistant	\$	30.00
Automated Debris Management System (ADMS)	\$	3.00
Post Disaster Grant Program Consulting Services		
Positions	Hourly Rates	
Legislative Affairs Consultant	\$	150.00
Project Manager	\$	142.50
Senior Grant Management Consultant	\$	139.93
Grant Management Consultant	\$	120.00
Environmental Scientist (Regulatory Support)	\$	98.98
Grant Management Specialist	\$	98.00
Grant Management Analyst	\$	65.00
Field Site Inspector	\$	52.00

AMENDMENT No. 1 to CONTRACT No. HP08-21
For
All Hazards Preparedness, Planning, Consulting & Recovery Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Thompson Consulting Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

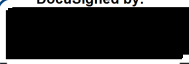
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Chuck Wemple, Executive Director
Date: 7/3/2023

Signed for: **Thompson Consulting Services, LLC**

Printed Name & Title:

DocuSigned by:

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Jon Hoyle President
Date: 6/30/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Thompson Consulting Services, LLC - Public Services - ID: 12511

EXTENSION No. 2 to CONTRACT No. HP08-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Thompson Consulting Services, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:
[Redacted Signature]
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Chuck Wemple
Executive Director
Date: 5/8/2024

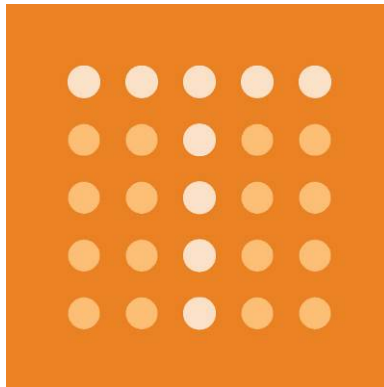
Signed for: **Thompson Consulting Services, LLC**

DocuSigned by:
[Redacted Signature]
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Printed Name:
Title:

Jon Hoyle
President
Date: 5/7/2024

Electronic Submission



Houston-Galveston Area Council

Solicitation No. HP08-21

ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING AND RECOVERY SERVICES

Due Date/Time: May 3, 2021 | 2:00 P.M.

thompson
CONSULTING SERVICES

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Houston-Galveston Area Council

Solicitation No. HP08-21

All Hazards Preparedness, Planning, Consulting and Recovery Services

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¹ Thompson has provided audited financial statements for each of the last three (3) fiscal years under separate cover, marked confidential.

SECTION A

SUMMARY LETTER / NARRATIVE STATEMENT

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the Houston-Galveston Area Council (H-GAC) and its Customers with professional services related to hazards preparedness, planning, consulting, and recovery services. Our consultants have over 50 years of combined experience in supporting more than 275 local and state agencies in response to hurricanes, tornados, floods, wildfires, earthquakes, ice storms, rock slides, oil spills and other natural disasters. This experience has resulted in the administration of more than \$4 billion of debris removal funding. Thompson's approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to continue to assist the H-GAC Members with professional services related to all hazards preparedness, planning, consulting, and recovery services for the following reasons, which are expanded upon throughout our proposal response:

- Post-disaster debris removal management and FEMA funding experience accounts for more than \$4 billion
- Delivery efficiency through the utilization of Thompson's automated debris management system
- Versatility of our Team and ability to manage a variety debris removal programs and waste streams
- Ability to quickly respond, Thompson's corporate office is within two hours of the County
- Local preference for hiring debris collection and disposal monitors to support the local economy
- Commitment to safety and quality throughout project operations

Thompson has the experience and resources necessary to be extremely responsive to the H-GAC's service needs related to all hazards preparedness, planning, consulting, and recovery services following a disaster incident. We stand prepared to guide the H-GAC through preparedness and planning stages, as well as the debris removal and recovery process while working with the TDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the HGAC. We would be honored to continue to serve as your disaster management services provider and stand prepared to exceed the service expectations that the H-GAC has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858

E-mail: jhoyle@thompsoncs.net

thompson
CONSULTING SERVICES

SECTION B

SIGNATURE PAGE AND ALL FORMS

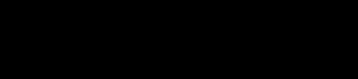
Thompson Consulting Services, LLC has completed and included the following required forms in the subsequent pages of this section.

- Signatory Form
- Planned Authorized Retailers/Distributors/Dealer Form
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- Certification Regarding Lobbying
- Form-A: Contractor Status & Contact Form
- Certification Regarding Drug-Free Workplace Requirements
- HB89 SB52 Prohibition on Contracts with Companies Boycotting Israel Verification Form
- No Excluded Nation or Foreign Terrorist Organization Certification
- Form 1295 Filing Verification
- W-9

SIGNATURE PAGE

Submission of a response will constitute acknowledgement and acceptance of all the terms and conditions contained in this Solicitation. Respondents, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Solicitation at the time a response is submitted to H-GAC.

Note: Submission must be signed by a duly authorized representative(s) of the respondent, which must be the actual legal entity that will perform the contract if awarded and any total fixed price contained therein will remain firm for a period of one-hundred eighty (180) days following the submission due date and can be further extended by mutual written agreement.

Respondent is <u>REQUIRED</u> to sign this <i>Signature Page</i> and return with the submitted response. An unsigned Submission will be deemed non-responsive. If Joint Response - each Respondent must complete this Signature Page and all required forms.	
Legal Name of Entity/Individual Filed with IRS for this Tax ID Number: Thompson Consulting Services, LLC	
Doing Business As (DBA) Name:	
Is Respondent business currently a Certified Small Business (SBA), Minority (MBE) or Disadvantaged (DBE)? Yes _____ No <u>X</u> _____ If yes, copy of certificate must be attached.	
Company Mailing Address: 2601 Maitland Center Parkway City, State, Zip Code: Maitland FL, 32751	
Billing Address (if different from company address):	
Tax ID Number (EIN): 45-2015453	DUNS Number (if applicable): 968677158
Contact Person: Jon Hoyle	Phone Number: 407-792-0018
Email Address: jhoyle@thompsoncs.net	
Authorized Signature of the person authorized to bind Respondent company to any contract/purchase order that may result from this Solicitation:	
	Date: 4/26/2021
Printed Name: Jon Hoyle	Title: President
Email Address: jhoyle@thompsoncs.net	

All clarifications to this Solicitation will be in writing and identified as a Letter of Clarification. Verbal communications and other written documents intended to clarify and interpret will not legally bind the Houston-Galveston Area Council. Only information supplied by a Letter of Clarification and posted to the H-GAC website should be used in preparing submissions. Any Letter of Clarification will be posted on the H-GAC website <https://www.hgacbuy.org/bid-notices> as soon as available. **H-GAC does not assume responsibility for the receipt of any Letters of Clarification by Respondent(s). Respondents must frequently check <https://www.hgacbuy.org/bid-notices> for updates.**



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM

PLANNED AUTHORIZED RETAILERS/DISTRIBUTORS/DEALER FORM

Provide a listing of all planned authorized retailers/distributors/dealers, etc. that may be used during the term of this contract to deliver goods or services. NOTE: awarded contractor remains responsible for all applicable terms of the contract. Form can be duplicated as necessary to include all companies anticipated.

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Authorized Product/Service

Tax ID (Attach W-9)

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Authorized Product/Service

Tax ID (Attach W-9)

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Authorized Product/Service

Tax ID (Attach W-9)



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☒ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR Thompson Consulting Services, LLC

R ID NO. 45-2015453

Signature of Authorized Representative

4/26/2021

Date

Jon Hoyle

Printed/Typed Name of Authorized Representative

President

Title of Authorized Representative

**HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM****CERTIFICATION REGARDING LOBBYING**

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 any 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of 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 section 1352, title 31, United States 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.

Organization: Thompson Consulting Services, LLC

Street address: 2601 Maitland Center Parkway

City, State, Zip: Maitland, FL 32751

Certified By: Jon Hoyle

Title: President

Signature: [Redacted Signature]

Date: 4/26/2021

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

*Not Applicable 1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award		3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: <u>Jon Hoyle</u> Title: <u>President</u> Telephone No.: <u>407-792-0018</u> Date: <u>4/26/2021</u>		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

FORM-A: CONTACTOR STATUS & CONTACT FORM

Statement of Residency

Texas Local Government Code Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please select one of the following:



I certify that my company is a Resident Proposer



I certify that my company is a Nonresident Proposer

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name: **Thompson Consulting Services, LLC**

Address: 2601 Maitland Center Parkway

Maitland

FL, 32751

Street

City

State & Zip

Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ YES ☒ NO

What is the prescribed amount or percentage?

Principal Place of Business

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? ☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company.

Signature of Authorized Official

Disadvantaged Business Status

Applicable DBE designation/certification (HUB, MBE, etc.) **Not Applicable**

Certifying/Listing Authority(s):

* Note: The terms "Certified" and "Listed" as used in conjunction with DBE programs relate to the process of qualification review by a certifying agency. Jurisdictions usually require that companies claiming DBE status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. Please also attach a copy of certificate.

HGACBuy Customer Contact (for Quotes or other Inquiry)

Prime Contractor is responsible for all purchase order processing and reporting per any awarded contract.

Contact Person: **Jon Hoyle**

Title: **President**

Mailing Address: 2601 Maitland Center Parkway

Maitland

FL 32751

Street/PO
Box

City

State & Zip

Physical Address: 2601 Maitland Center Parkway

Maitland

FL 32751

Street

City

State & Zip

Toll Free Phone: **407-792-0018**

Fax: **407-878-7858**

Email Address: **jhoyle@thompsoncs.net**

(For Customer Orders)

Alternate Email Address: **ncounsell@thompsoncs.net**

Web Page URL: **Thompsoncs.net**

Awarded Contract/Purchase Order Contact Information	
If awarded a contract, the following information will be used to communicate with your company regarding contract related matters. During the term of any awarded contract, notify H-GAC in writing of any changes to this information by emailing updates to: cpcontractfax@h-gac.com.	
Company Name: Thompson Consulting Services, LLC	
Purchase Order Contact: Kyle Hoyle	Invoice/Accounts Payable Contact: Kyle Hoyle
Address: 2601 Maitland Center Parkway	Address: 2601 Maitland Center Parkway
City: Maitland State: FL Zip: 32751	City: Maitland State: FL Zip: 32751
Phone: 407-792-0018	Phone: 407-792-0018
Fax: 407-878-7858	Fax: 407-878-7858
Email: khoyle@thompsoncs.net	Email: khoyle@thompsoncs.net
Indicate any person (s) authorized to: sign contracts, request contract price increases, or other contract-related documents. A copy of your corporate resolution may be acceptable for Section II. Please complete additional pages as necessary to accommodate authorized signatory designations.	
1. Printed Name of Signatory: Jon Hoyle	2. Printed Name of Signatory: Nate Counsell
Corporate Title: President	Corporate Title: Executive Vice President
Phone: 407-792-0018	Phone: 407-792-0018
Fax: 407-878-7858	Fax: 407-878-7858
Email: jhoyle@thompsoncs.net	Email: ncounsell@thompsoncs.net



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Jon Hoyle, President

Title of Certification Official

4/26/2021

Date



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

HB89 SB52 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL VERIFICATION FORM

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract Pursuant to Section

2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Jon Hoyle, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Thompson Consulting Services, LLC

Company Name

Signature of

President

Title of Authorized Official

4/26/2021

Date

**HOUSTON-GALVESTON AREA COUNCIL
COOPERATIVE PURCHASING PROGRAM****NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Thompson Consulting Services, LLC

Company Name

Signature _____
Authorized Company Official

4/26/2021

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Thompson Consulting Services, LLC
Maitland, FL United States

Certificate Number:
2021-746105

Date Filed:
05/02/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Houston-Galveston Area Council

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HP08-21
All Hazards Preparedness, Planning, Consulting and Recovery

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Thompson Holdings, Inc.	Mobile, AL United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

SECTION C

SMALL & MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES & LABOR SURPLUS

Thompson maintains the resources and experience to fulfill the scope of work requested by the H-GAC Customer(s) without the need to employ an additional subcontractor. However, should the Customer has specific goals or the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the Customer(s) to identify an appropriate subcontractor. In addition, we often encourage and engage the participation of Labor Surplus, HUB and/or M/WBE organizations in the communities where we work. As required, we will take all steps to confirm compliance with all applicable Federal or State laws or ordinances for Labor Surplus, HUB or M/WBE participation, including 2 CFR 200.321.

Thompson has completed and included the Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Affirmation Form in the Subsequent pages of this Section.



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AFFIRMATION FORM

Section A - Schedule of Participation (complete this section only if subcontracting)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurement requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable.

Solicitation Number	Solicitation Title
Proposer/Prime Contractor	Small/Minority/Women Business/Labor Surplus Entity

The above named Small/Minority/Women Business/Labor Surplus Entity named above intends to perform work for the referenced prime contractor for the referenced project to provide the following goods/services: (Please complete one form for each entity).

Description of goods/services to be provided

The undersigned affirms that s/he is a duly authorized official representing the proposed Small/Minority/Women Business/Labor Surplus Entity and affirms that its certification has not expired nor been revoked. (Attach certification letter.)

The undersigned both certify and agree that they will enter into a formal agreement upon execution of the contract for the above referenced project pursuant to all conditions noted in attached documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

**Small/Minority/Women Business/Labor Surplus Entity
Authorized Signature**

Proposer/Prime Contractor Authorized Signature

Date

Date

****If Small/Minority/Women Business/Labor Surplus Entities are not applicable or unavailable, please complete and submit only Section B or Section C section on page 2.**

Section B - No Subcontracting Statement (complete this section only if subcontracts are not applicable)

The Proposer/Prime Contractor declares to the best of its knowledge, it **DOES NOT INTEND** to let subcontracts for the referenced project, and the participation of Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Entities is not applicable to the project.

HP08-21

All Hazards Preparedness, Planning, Consulting and Recovery Services

ber

Solicitation Title

4/26/2021

Authorized Signature

Date

Section C - Good Faith Effort Compliance (complete this section only if subcontracts are applicable and entities were solicited, but unavailable)

Proposer **must** provide documentation to support a "good faith" effort in the solicitation of Small/Minority/Women Business/Labor Surplus Entity. A Prime Contractor is a business concern that enters written agreements directly with the entity which includes agreements to provide services (including engineering and legal), supplies, equipment and construction. Submission of documentation to support a "good faith" effort in the solicitation of Small/Minority/Women Business/Labor Surplus Entity is required if no entity is available.

Documentation may include the following:

1. Copies of announcements/postings in newspapers or other media for specific contracting/subcontracting opportunities. Include language in announcements/postings that Small/Minority/Women Business/Labor Surplus firms are encouraged to bid;
2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications or minority media that target Small/Minority/Women Business/Labor Surplus Entity firms;
3. Documentation of sources used to identify potential Small/Minority/Women Business/Labor Surplus Entity firms;
4. Documentation of contacts with Small/Minority/Women Business/Labor Surplus Entity firms, including the firm name, address, telephone number dates of phone calls, letters and the contact results;
5. Copies of direct solicitation letters sent to all Small/Minority/Women Business/Labor Surplus Entity firms;
6. Copies of the Small/Minority/Women Business/Labor Surplus Entity certification documentation for ALL proposed firms.

Searches should be done of potentially qualified Small/Minority/Women Business/Labor Surplus firms. From these lists, identify those firms in your area to directly solicit. Solicit firms that you would reasonably expect to respond and submit a quote. Document the searches executed and the results of the searches, describe criteria used to determine who on the list(s) to directly solicit (i.e. zip code, distance, etc.) and describe any other resources used to seek qualified Small/Minority/Women Business/Labor Surplus Entity firms.

The undersigned certifies that it has taken the required affirmative steps, and the participation of Small/Minority/Women Business/Labor Surplus businesses is unavailable for the referenced project pursuant to all conditions as noted in the attached documentation which supports a "good faith effort", swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

Solicitation Number

Solicitation Title

Proposer/Prime Contractor Authorized Signature

Date

SECTION D

WARRANTY, SERVICE & MANUAL DOCUMENTS

The required information for this Section is not applicable to the specifications/scope of work within this solicitation.

SECTION E

MARKETING & SERVICE PLAN

Program Promotion

Thompson understands that end-user and prospective end-user awareness is essential to generate interest in and use of an H-GAC contract for all hazards preparedness, planning, consulting, and recovery services. In order to ensure maximum end-user awareness regarding H-GAC's efforts to secure contracts with best in class providers of these services, Thompson will provide dedicated resources and a primary point of contact to work in partnership with H-GAC to educate government agencies and non-profit End Users across the Country about our services and the value, efficiency, and user friendliness of the H-GAC contract. Thompson proposes a joint Thompson/H-GAC "awareness campaign" that will include the following elements:

- Regional workshops
- Conference education sessions
- Formal speaking engagements
- Trade association awareness
- Internal sales with Thompson clients for engineering services

Regional Workshops

Thompson will work in coordination with H-GAC to develop a series of regional workshops to be conducted in locations that maximize the opportunity for members to attend. The workshops will include both training sessions on the services that Thompson offers as well as all hazards preparedness, planning, consulting, and recovery industry news, current events and popular topics. The regional workshops will offer H-GAC customers the opportunity to learn more about the emergency management industry and gain a better understanding of the work conducted by H-GAC to secure qualified vendors that provide all hazards, preparedness, planning, consulting, and recovery services.

Conference Education Sessions

Thompson currently attends and exhibits at over a dozen all hazards preparedness, planning, consulting, and disaster recovery conferences each year across the United States, including:

- The National Hurricane Conference
- The Texas Emergency Management Conference
- The Florida Governor's Hurricane Conference

Thompson will work with H-GAC to develop a customized, co-branded brochure (educational brochure) on all the hazards preparedness, planning, consulting, and disaster recovery services available through the H-GAC program. To the extent that it does not create a conflict, Thompson will include information on services that Thompson provides, as well as services provided by other H-GAC vendors.

Formal Speaking Engagements

In addition to speaking at conferences, Thompson routinely provides subject matter experts to present at workshops, luncheons, and other industry functions for various public agency associations across the United States. Attendees often include various employees from State Departments of Transportation, Emergency Managers, Public Works Directors, and City Managers. When possible during these speaking engagements, Thompson will include a brief overview of the H-GAC program for the attendees. This will be an opportunity to recruit new H-GAC customers based on interest in Thompson's service offerings, expertise, and capabilities and the goods and services available through the H-GAC program. At the speaking engagements, Thompson will make the Educational Brochure and other information on the H-GAC Program available to interested attendees.

Trade Association Awareness

Thompson is a member of the Disaster Recovery Contractor's Association (DRCA), a trade association composed of the industry's leading providers of all hazards preparedness, planning, consulting, and recovery services. DRCA meets quarterly to discuss industry issues, challenges, and best practices and maintains a strong working relationship with the Federal Emergency Management Agency and the Department of Homeland Security. Thompson will provide the educational brochure and other approved information on the H-GAC program to DRCA members. This may generate interest in the program among DRCA member's clients, which could lead to new H-GAC customers. DRCA will also serve as a think tank for future resources and services for H-GAC to solicit on behalf of its customers.

Internal Sales with Thompson Clients for Engineering Services

Thompson's sister organization, Thompson Engineering has hundreds of engineering clients that may be interested in the H-GAC program and the goods and services available through H-GAC. Thompson will conduct an internal marketing campaign to educate Thompson Engineering personnel on the H-GAC Program in an attempt to recruit new H-GAC customers in need of all hazards preparedness, planning, consulting, and recovery services.



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM

FORM-H -- MARKETING & SERVICE PLAN	
Respondent:	
H-GAC expects proposer to have the capability and willingness to serve any H-GAC Customers across the nation, and to promote any contract to the best of its ability. Respondent must submit a completed marketing and service plan form and include a detailed written narrative explaining in detail activities that will be undertaken to actively market and promote the awarded contract to H-GAC Customers and provide information on applicable items listed below: 1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.) 2. A description of the dedicated staff resources anticipated in serving and in promoting any contract. 3. Anticipated marketing strategies to increase sales in awarded service areas or categories 4. Anticipated employee representative trainings and frequency 5. Dedicated webpages or other online presence 6. Use of dealer or distributor networks 7. Use of existing company marketing teams and coordination with H-GAC's marketing team 8. Metrics employed to measure outreach and marketing success and measurement of sales	

SECTION F

GEOGRAPHIC AREAS SERVED FORM

Thompson has completed and included the Geographic Areas Served Form in the subsequent pages of this Section.



HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

GEOGRAPHIC AREAS SERVED

Describe the company's Geographic Coverage and ability to meet the needs of Customers throughout the United States.

Detail the dealer network (nationwide) and describe how it will be used to provide products/services to H-GAC members nationwide.

Indicate the States anticipated to be served under the awarded contract. If products or services will differ between states, please complete a separate form for each product/service. By indication below, company affirms that it is authorized/certified to provide the goods/services in the areas selected. **(Company must also be listed on the authorized dealer list included in solicitation response).**

Company will provide goods/services in the following locations**:

	Alabama		Alaska		Arizona
	Arkansas		California		Colorado
	Connecticut		Delaware		Florida
	Georgia		Hawaii		Idaho
	Illinois		Indiana		Iowa
	Kansas		Kentucky		Louisiana
	Maine		Maryland		Massachusetts
	Michigan		Minnesota		Mississippi
	Missouri		Montana		Nebraska
	Nevada		New Hampshire		New Jersey
	New Mexico		New York		North Carolina
	North Dakota		Ohio		Oklahoma
	Oregon		Pennsylvania		Rhode Island
	South Carolina		South Dakota		Tennessee
	Texas		Utah		Vermont
	Virginia		Washington		West Virginia
	Wisconsin		Wyoming		

**Attach an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

SECTION G

BUSINESS HISTORY / VIABILITY

Firm History and Organization

Thompson Consulting Services, LLC is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100% client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the Houston-Galveston Area Council (H-GAC) Cooperative Purchase Program for H-GACBuy Customers.



Ownership and Years of Experience

Thompson was founded in 1953 and has been providing disaster debris monitoring and program management services since 1979 following Hurricane Frederic. Since then our organization has supported

various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. *In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response and recovery service offerings* and brings over 68 years of experience to the HGAC through our family of companies and personnel.

Thompson Consulting Services is organized as a limited liability company through the State of Delaware and is a subsidiary of Thompson Holdings, Inc., a 100% employee owned company.

Firm Data Summary

Firm Name:	Thompson Consulting Services, LLC	
Address:	2601 Maitland Center Parkway Maitland, Florida 32751	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
Sate of Formation:	Delaware	
Federal ID No.:	45-2015453	
SAM No. / CAGE Code:	968677158 / 7NZ42	
E-Verify Company ID:	1111126	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President Chad Brown, BOM	John H. Baker, III, BOM Michael Manning, BOM

Financial Stability

Thompson has been in business for over 68 years. We are financially stable and have the necessary personnel, equipment and financial resources to provide all hazards preparedness, planning, consulting and recovery services to H-GACBuy Customers.

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and state funds are approved for the declared emergency or disaster event, even when multiple projects are activated during the same time period. For example, in 2016, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At its peak

Thompson Holdings Revenue

2015 - 2019

2019	- \$ 70,000,000
2018	- \$122,000,000
2017	- \$ 83,000,000
2016	- \$ 57,000,000
2015	- \$ 66,700,000

operating period in the fall of 2016, Thompson was actively monitoring debris removal operations to manage and monitor the removal of over 4,000,000 cubic yards of debris by ten contractors working in a forty three (43) county/parish area across six (6) states. At peak, Thompson deployed over 930 field staff and 900 automated debris management system (ADMS) handheld field devices. Through project initiation and implementation, Thompson has demonstrated our capacity to perform recovery programs prior to the obligation of federal funds. Thompson has a proven record of successfully deploying adequate personnel and resources to implement disaster debris removal monitoring and management services.

Our goal is to provide the highest level of consulting services to our customers in a cost effective manner.

Through attainment of this goal we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the last 15 years.

Thompson has provided audited financial statements for each of the last three (3) fiscal years under separate cover, marked confidential.

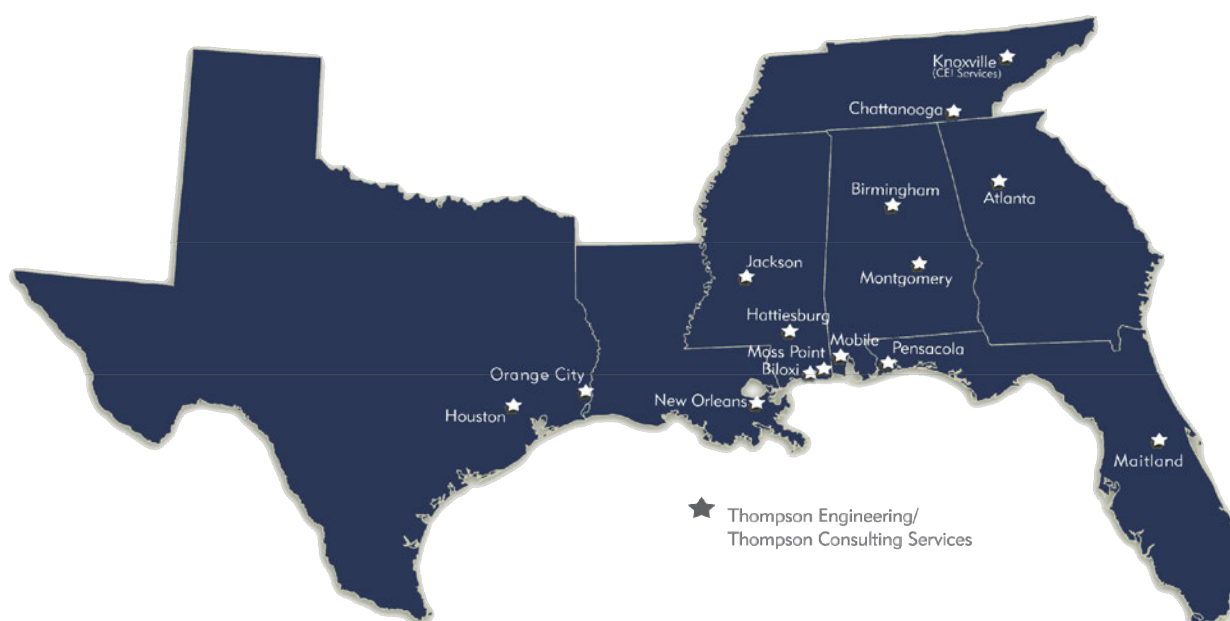
SECTION H

SERVICE FACILITIES & PERSONNEL

Office Locations

With 24 corporate and satellite offices scattered throughout the Southeast United States, including offices in Houston and Orange City, Texas, Thompson has the resources and capabilities to support the all hazards preparedness, planning, consulting and recovery services needs of H-GACBuy Customers from near and afar. In addition, Thompson is experienced and capable of establishing a field office(s) within areas impacted by disaster incidents and is willing to establish field offices as necessary.

Figure H-1: Thompson Office Locations



Personnel

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. *Thompson has over 325 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. In addition to our full-time roster, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.*

Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Figure H-2: Personnel by Discipline

<i>Personnel by Discipline</i>			
Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry. Thompson provides the H-GACBuy Customers with access to a unique combination of experience, services, resources and personnel through our family of companies.

Availability of Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours.

The following items are supplied to field personnel prior to mobilization:

- **Safety Equipment:** Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- **Communication Device:** Blackberries, cell phones, and/or radios are provided to our field personnel based upon the project needs.
- **Laptops and Portable Printers / Scanners / Copiers / Fax Machines:** These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- **Additional Field / Office Supplies:** All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

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

Table H-1: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	13	Full Time Employees	350
ADMS Sets	1,350	Stand-by Disaster Recovery Employees	1000
Computer – Desktop Station	175	Printers / Copier – Color Laser	25
Computer – Laptop	175	Printers – Black and White Laser	30
Air Card	18	Printer / Copier / Scanner / Fax– Portable	5
MiFi Access Point	35	Digital Cameras	100

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Communication – Blackberries / Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	6
Communication – Desktop Phones	350	Trucks	125

In addition, the Thompson's environmental personnel utilize air sampling pumps, peristaltic pumps for water sampling, hand augers for soil sampling, asbestos collection tools, latex gloves, safety goggles, face shields, respirators, and Tyvek suits as needed for testing and sampling of hazardous materials.

Annual Planning/Training and Support Services (Non-Event)

Thompson staff have extensive experience in supporting local, state and federal entities disaster planning and preparedness initiatives. Also, part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with HGACBuy Customers. Following contract award, Thompson will coordinate training schedules with the Customer to provide departments and key staff members training which will address prioritized topics, as requested by the Customer. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the Customer in future disasters, or participate in exercises related to the Customer's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the Customer is outlined in the table below.

Table H-2: Added Value Services

Service	Description
1. Mitigation Planning and Support	Develop hazard mitigation plans (HMP) to provide the Customer strategies to implementing long-term resiliency measures. Conduct or train Customer staff to prepare Benefit-Cost Analyses, provide project management support, train Customer staff in environmental and historical requirements of mitigation programs, and augment Customer staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Prepare, review, and revise Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional plans to provide the Customer with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the Customer's planning strategies. Manage DDMP development stages and prepare final plan. Update regularly to ensure accuracy.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with Customer officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the Customer's administrative burden.
5. Identification of Debris Management Sites (DMS)	Identify and rank multiple potential DMS sites and submit to the Customer for approval and action.
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the Customer's response and recovery efforts. Thompson will ensure procurements are in compliance with the Customer, state, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces

Service	Description
	assigned to project, Customer stakeholders, and Customer's contractors.
8. Executive Guidance to County Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure Customer leadership is knowledgeable of the Customer's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the County	Thompson is prepared to provide additional training or assistance requested by the Customer as related to debris removal and monitoring, grant management, emergency management, and additional Customer concerns that may arise.

SECTION I

SERVICE CAPABILITIES / CAPACITY

Technical Support

At the onset of a contract award and/or activation, Thompson assigns an account manager to each client. This allows the client to have a direct point of contact with Thompson at any time. In addition, Thomson has remains highly responsive through our company emails, and phone system. Information for Thompson's general contact is below and available through our website.

General Contact Information

Firm Name:	Thompson Consulting Services, LLC
Corporate Address:	2601 Maitland Center Parkway Maitland, Florida 32751
Telephone:	(407) 792-0018
Fax:	(407) 878-7858
Email:	info@thompsoncs.net
Website:	www.thompsoncs.net

Key Points of Contact and Authorized Agents

Jon Hoyle, President, and Nathaniel Counsell, Executive Vice President of Thompson Consulting Services, LLC are authorized corporate officers of the Firm and will serve as direct points of contact to HGAC and HGACBuy Customers and all inquiries related to this submittal as well as technical and contractual clarifications required throughout the evaluation process.

Jon Hoyle, President

O: 407-792-0018 | C: 321.303.2543
jhoyle@thompsoncs.net

Nate Counsell, Vice President

O: 407-792-0018 | C: 407.619.2781
ncounsell@thompsoncs.net

Services and Program Experience

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Hazardous leaning tree, hanging limb, and stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson's has extensive experience working closely with various federal, state and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Thompson's Automated Debris Management System

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite

provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since 2012. The following list includes the disaster incident and the number of handheld units deployed.

Table I-1: ADMS Units Deployed by Disaster

Disaster	Units Deployed	Disaster	Units Deployed
2020 Hurricane Delta	61	2017 Hurricane Irma	1,200
2020 Hurricane Zeta	343	2017 Hurricane Harvey	400
2020 Hurricane Sally	1,619	2016 Hurricane Matthew	876
2020 Hurricane Laura	438	2016 Louisiana Flooding	330
2019 Hurricane Dorian	91	2015 South Carolina Flooding	180
2018 Hurricane Michael	1,300	2014 Winter Storm Pax	475
2018 Hurricane Florence	235	2012 Hurricane Sandy	100
2017 Hurricane Maria	375	2012 Hurricane Isaac	12

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last eight (8) years, and from day one of debris removal operations Thompson will be able to provide the HGACBuy Customers with paperless ticketing.

Project Execution Utilizing Automated Debris Management System

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery, each major component is described below:

TDMS Component	Description
TDMS <i>mobile</i>	ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically. TDMS <i>mobile</i> can be utilized for a variety of programs and operations including truck certification, right-of-way (ROW) collection, tree work (leaners/hangers/stumps), private property debris removal (PPDR), demolitions, haul out/disposal, and monitor management. TDMS <i>mobile</i> has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised.
TDMS <i>web</i>	TDMS <i>web</i> is a web based application that serves as the backbone of the TDMS for storage and data management. TDMS <i>web</i> provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.
TDMS <i>maps</i>	TDMS <i>maps</i> is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. The Customer will have full access to live maps, progress maps and query maps which will allow the Customer and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.
TDMS <i>portal</i>	TDMS <i>portal</i> is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMS <i>portal</i> provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents

TDMS provides enhanced quality control through, geocoding and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations,

such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

TDMS can be utilized for a variety of programs and activities, including but not limited to:

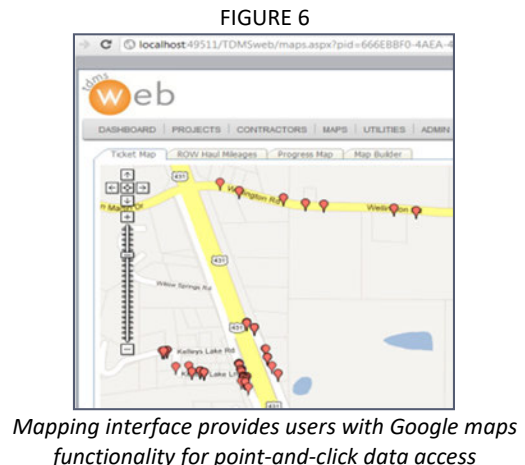
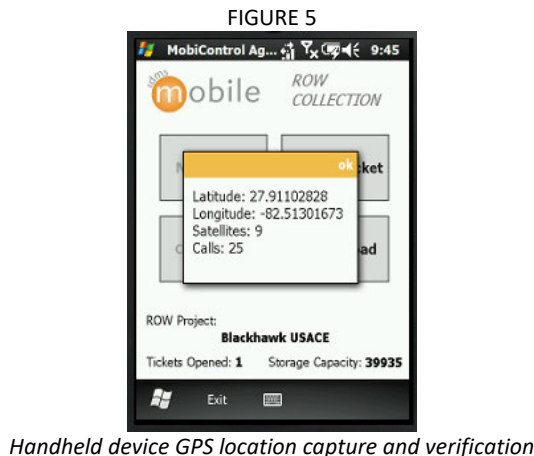
- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

In addition, TDMS has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised. This capability has been routinely field tested, most significantly during Thompson's response to Hurricane Maria in Puerto Rico. Given the geographic nature of the island and lack of reliable cellular connectivity, Thompson was still able to successfully document and capture debris collection and disposal data substantiating over 600,000 cubic yards of debris on behalf of the Puerto Rico Department of Transportation and Public Works.

The following figures display various components of TDMS:



Figures 5 and 6 provide an example of the interface between TDMSmobile and TDMSweb. GPS and collection or disposal data is captured in the field via TDMSmobile, in near-real time the field data is accessible via TDMSweb for viewing and reporting.



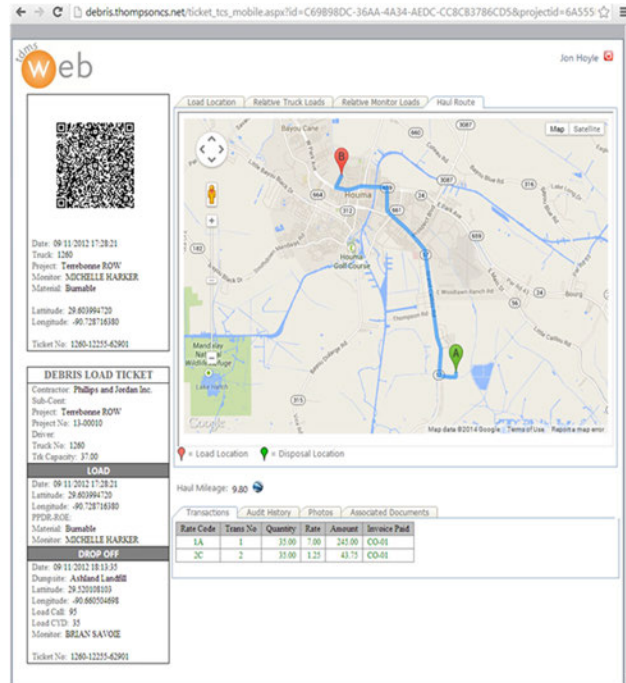
Figures (7 to 10) provide graphical highlights and depictions of TDMSweb and its components.

FIGURE 7



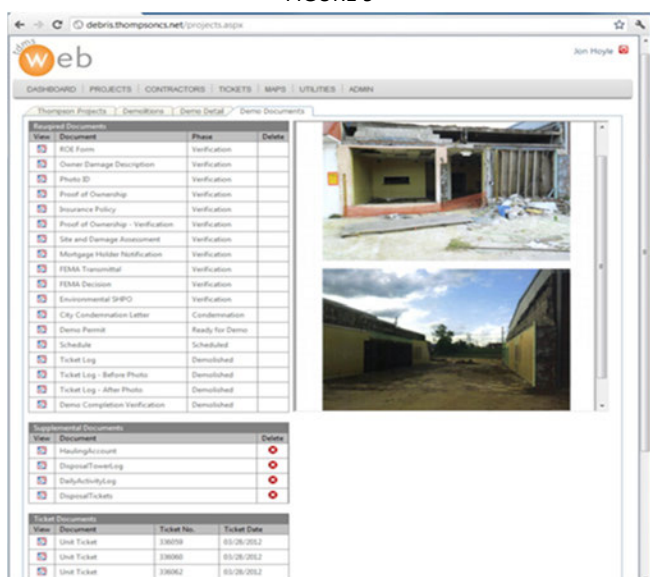
TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



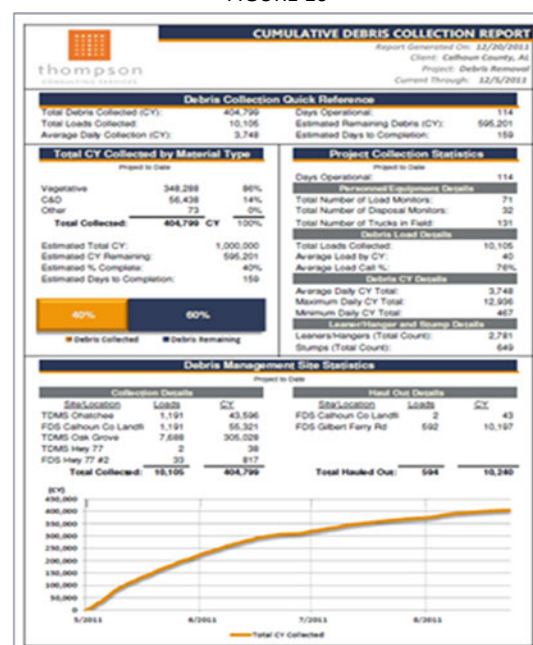
Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet

FIGURE 9



TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, etc.

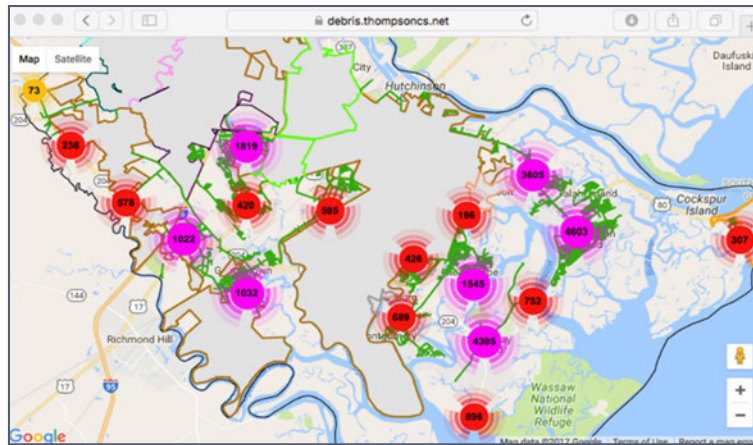
FIGURE 10



TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

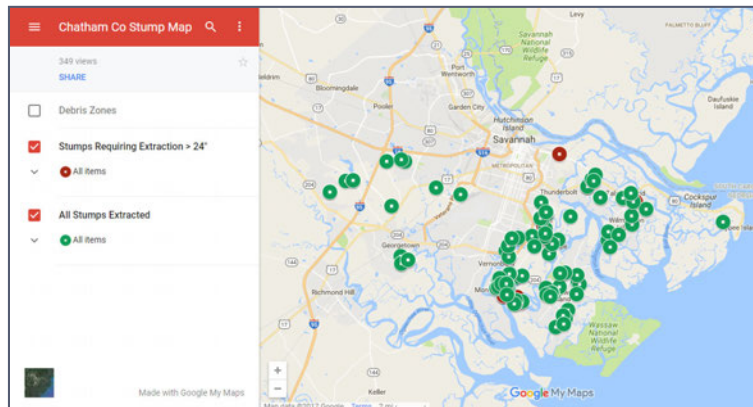
Figures 11 and 12 below provide examples of some of the mapping capabilities that may be utilized for right of way (ROW) debris removal and special debris removal programs.

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12



Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for project stakeholders.

Figure 13 displays a document tree for organizing and sharing project related data through the TDMSportal.

FIGURE 13

thompson

Danny Gardner [administrator] All

Thompson Data Management System (TDMS) Portal

DASHBOARD | TRUCKS | TICKETS | PPDR | TRANSACTIONS | INVOICES | MAPS | REPORTS | TIME | ADMIN | pSCAN | LOGOUT

Upload | Reports | Contract Documents

Filter

REPORTS 0	Client	Date	Report Type	Comment	Action
Download	Leon County				
	Leon County	09/16/2019	All Truck Certs	Ashbitt	
	Leon County	09/16/2019	All Truck Certs	Ceres	
	Leon County	09/13/2019	All Daily Reports		
	Leon County	09/13/2019	All Daily Reports		
	Leon County	01/22/2019	Daily Report		
	Leon County	01/23/2019	Daily Report		
	Leon County	01/21/2019	Daily Report		

Document tree organizing project related documents including truck certifications, daily reports, and invoices.

Disaster Cost Recovery and Reimbursement

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$4 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

A summary of Thompson's experience performing debris monitoring and grant administration services over the last decade is provided in the table below and a comprehensive staff experience matrix is include in Exhibit I-1 following this section.

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

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Sally (FEMA DR-4563,4564)	2020	8	TBD	FEMA PA
Hurricane Laura (FEMA DR-4559)	2020	8	TBD	FEMA PA
Hurricane Dorian (FEMA DR-4465)	2019	2	TBD	FEMA PA
Hurricane Michael (FEMA DR-4399, 4400)	2018	10	TBD	FEMA PA
Hurricane Florence (FEMA DR-4393, 4394)	2018	11	TBD	FEMA PA
Hurricane Maria (FEMA DR-4339)	2017	1	TBD	FEMA PA
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	\$100,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	\$20,000,000	FEMA PA

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	\$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	\$65,000,000	FEMA PA, FEMA HMGP
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornadoes (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornadoes (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	\$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Preparedness and Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop a number of comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide and the Alternate Procedures Pilot Program for Debris Removal, and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state

agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the Customer as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of 30+ environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians. Our environmental experience extends back 29 years and a sampling of our solid and hazardous waste management project experience is shown below:

Table I-3: Solid and Hazardous Waste Management Experience

Project	Scope
Gulf Village Housing Project, Mobile Housing Board	Provided asbestos and lead-based paint inspections and abatement specifications for 200 housing units.
ExxonMobil Offshore Platform Decommissioning	Provided asbestos and lead-based paint surveys, naturally occurring radioactive material (NORM) survey, hazardous waste identification, and disposal coordination
Alabama Dept. of Transportation, On-Call HAZMAT Services	Provided environmental assessments; and soil and groundwater sampling and remediation.
Alabama State Port Authority, Monitoring Well 8-S	Provided subsurface investigation, monitoring and sampling, environmental assessment, site development, geotechnical engineering, contouring/geo-statistics, risk assessment, data management, corrective action remediation, plans and specifications, and construction management to characterize areas of concern, define contamination sources and extent of contamination.
Kerr-McGee Waste Surface Impoundment Closure	Provided permitting, engineering design, GIS, regulatory certification and reporting, field investigations, remedial design, construction management, and construction engineering inspection that involved the closure of 29-acres of wastewater ponds, 61 monitoring wells and 5-60' deep recovery wells.

Services Currently and Recently Provided

Thompson has an exceptional record of performance on our previous and existing contracts. The following project examples highlight our experience and capabilities performing similar services to the scope of work requested by HGACBuy Customers and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

Aransas County, Texas

September 2017 – December 2018

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 2,775,000 CY

Summary: Following the devastating impacts of Hurricane Harvey, Aransas County selected Thompson to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with the County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.



Grant Parish, Louisiana

August 2020 – February 2021

Hurricane Laura Debris Removal Monitoring

Debris Quantity: 1,175,000 CY

Summary: Following Hurricane Laura, one of the most devastating Category 4 hurricanes to affect the state of Louisiana, Grant Parish found themselves without a standby disaster debris monitoring contract in place. The Parish chose Thompson as their debris monitoring services provider following an emergency procurement period. Thompson was able to immediately respond to the Parish after receipt of the notice to proceed and worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Thus far, Thompson has monitored the removal of over 1,173,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 28,390 trees and the complete removal of over 1178 hazardous leaning trees. Thompson will assist the Parish in seeking FEMA reimbursement and provide PA grant administration and management services.

Escambia County, Florida

September 2020 – March 2021

Hurricane Sally Disaster Debris Removal Monitoring

Debris Quantity: 3,700,000 CY

Thompson has maintained a stand-by debris monitoring services contract with Escambia County since 2018. Since then Thompson has supported the County in planning and preparedness efforts through the update of the County's Debris Management Plan in 2019 and assistance in developing scope of work materials for the County's debris hauler procurement. In 2020 Thompson was activated by Escambia County to perform debris removal monitoring services following the impacts of Hurricane Sally.

Hurricane Sally 2020: Thompson assisted Escambia County with their debris removal operations and FEMA PA activities following the impacts of Hurricane Sally.

Thompson immediately responded to the County following the passing of Hurricane Sally to begin on-boarding and training local residents as debris removal monitors. Concurrently, Thompson's management team was present at the County's EOC and worked hand in hand with the County to perform damage assessments and develop detailed debris and budget estimates, formalize a disaster specific collection and disposal plan including the selection and permitting for temporary debris management sites county-wide, and solicit final pricing from the County's list of pre-qualified debris management contractors for evaluation and award.

The County selected three (3) debris management contractors and operations were divided among three separate zones. All equipment was certified and debris removal tracked and reported using Thompson's Automated Debris Management System, the Thompson Data Management Suite (TDMS). TDMS allowed the County access to real-time reporting, live mapping and a variety of program and budget management tools through the Client Portal. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 3,758,480 cubic yards of debris and 86,948 hazardous limbs and trees.

DDMP Update: In 2019 Thompson was contracted to assist Escambia County with an update of the County's Disaster Debris Management Plan (DDMP). The comprehensive update included reviewing and documenting current federal, state and local regulations and guidance for debris removal operations. Thompson also updated the County's debris collection strategy, currently permitted debris management sites, and provided GIS support to enhance various plan elements. The DDMP also defines the debris management roles and responsibilities and policies and procedures the County will refer to following a debris generating incident



City of Mobile, Alabama

September 2020 – March 2021

Hurricane Sally Debris Removal Monitoring

Debris Quantity: 660,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City and was activated following the passage of Hurricane Sally, the first hurricane to make landfall in the State of Alabama since 2004. The storm caused structural damage and severe flooding that produced large amounts of construction,

demolition, and vegetative debris. Thompson has monitored and substantiated the removal of over 660,000 cubic yards of debris from the City thus far. As the City of Mobile is known for its historic oak trees that line the main thoroughfares, special debris removal measures have been imperative to protect this aspect of the City's heritage. Thompson has devoted considerable efforts and taken measures to work hand-in-hand with the City arborist to ensure maximum preservation of historic trees, while trimming or removing limbs deemed hazardous according to FEMA.

Leon County, Florida

October 2018 – January 2019

Hurricane Michael Debris Removal Monitoring

Debris Quantity: 900,000 CY

Summary: In anticipation of widespread storm damage from Hurricane Michael, Leon County activated its storm-related debris collection efforts days before the storm. This included activating the County's stand-by debris hauling contractor and Thompson for debris removal monitoring services. Even with the majority of the County still without power, Thompson worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Thompson and the County's debris removal hauler worked closely with the County and the City of Tallahassee to conduct debris removal operations, as the City was simultaneously running a debris removal program as well. Thompson provided enhanced GIS support to assist in managing this effort and coordination between the two applicants. The County also required the use of Thompson's drone and aerial imaging capabilities to perform pile volume measurements at various temporary debris management sites. Ultimately, Thompson monitored and substantiated the removal of over 900,000 cubic yard of debris from County right-of-way (ROW) and the removal of over 57,000 hazardous limbs, and 2,000 hazardous trees throughout the County.



Newton County, Texas

September – October 2017

Severe Flooding Disaster Recovery

Debris Quantity: 9,000 / 37,030 CY

2017 Hurricane Harvey: Following the impacts of Hurricane Harvey, Newton County looked again to Thompson to provide disaster debris removal monitoring services as many areas within the County experienced severe flooding. Thompson substantiated nearly 9,000 cubic yards of construction and demolition debris in just under one month of operations on behalf of the County.

2016 Severe Flooding: Weeks of continual severe storms and heavy rainfall left low lying areas and neighborhoods throughout Newton County, particularly in the Deweyville area, almost completely underwater. After the flood waters receded, Thompson assisted the County in performing disaster debris removal monitoring services to document and substantiate the removal of over 665 loads/37,303 CY of construction and demolition (C&D) debris as well as 418 units of white goods from the impacted areas of the County.

City of Daytona Beach, Florida

October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 330,000 CY

Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing operations in less than three months.

Hurricane Matthew: Thompson assisted the City of Daytona Beach with their debris removal operations and FEMA PA activities following the devastating impacts of



Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

City of Texas City, Texas

September – October 2017

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 22,400 CY

Summary: Thompson was able to immediately respond to the City of Texas City following receipt of a notice to proceed after the impact of Hurricane Harvey caused wide-spread flooding throughout the City. Thompson was able to substantiate the removal of more than 22,000 cubic yard of construction and demolition debris from the City maintained right-of-ways. Through close coordination with the City's debris hauler, the debris mission was completed in less than 30 days.

Solid Waste Authority of Palm Beach County, Florida

October 2016 – February 2018

Hurricane Irma Debris Removal Monitoring

Debris Quantity: 2,300,000

Hurricane Irma: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson monitored debris removal in over 18 communities within the County, as well as documenting all disposal loads brought to the SWA's landfills. Over 2 million cubic yards of debris was documented by Thompson.



Hurricane Matthew: When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers. Thompson continues to support the Authority's recovery efforts with FEMA reimbursement support for contractor costs incurred as a result of Hurricane Matthew.

City-Parish of East Baton Rouge, Louisiana

June – Aug 2019 / Aug 2016 – Dec 2017

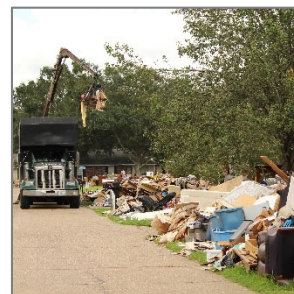
Disaster Debris Removal Monitoring & PPDR

Debris Quantity: 35,000 / 1,800,000 CY

2019 Hurricane Barry: Most recently, following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2016 Severe Flooding: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish of East Baton Rouge, Louisiana leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of construction and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paper work. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were collected, validated and processed for extended collection.



City of Fort Lauderdale, Florida

September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities. Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.



City of Jacksonville, North Carolina

Sept 2018 – Feb 2019

Hurricane Florence Debris Removal Monitoring

Debris Quantity: 350,000 CY

Summary: As the standby debris removal monitor for the City of Jacksonville, Thompson was prepared and ready to immediately initiate debris removal monitoring activities following the safe passage of Hurricane Florence. Thompson began hiring and training local residents to serve as debris removal monitors and coordinated closely with the City and their debris hauler to identify crew configurations and assignments. Thompson monitored debris removal from the City's right-of-way, resulting in the collection of nearly 270,000

cubic yards of vegetative debris and over 3,000 tons of construction and demolition debris removal. In addition the City conducted a hazardous tree and limb removal program resulting in the removal of 423 hazardous trees and over 2,500 hazardous tree limbs.

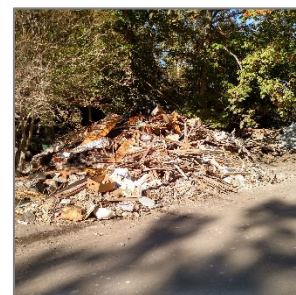
South Carolina Department of Transportation (SCDOT)

Feb 2014 – Mar 2017

Debris Removal Monitoring and Public Assistance Consulting

Debris Quantity: 2,275,000 CY

Hurricane Matthew 2016: Following Hurricane Matthew, the SCDOT again activated Thompson to provide disaster debris removal monitoring and disaster recovery services in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. Thompson mobilized within 24 hours of receiving a notice to proceed. To date, over 956,000 cubic yards of vegetative debris have been collected from state-maintained roadways.



Severe Flooding 2015: In early October, 2015, South Carolina experienced severe storms and heavy rainfall which left multiple counties throughout the State flooded and in need of disaster assistance. Homeowners began removing damaged household items and piling debris along the right-of-way. SCDOT activated Thompson to guide and assist with response and recovery efforts. Thompson worked with the SCDOT to quickly establish debris removal operations along State maintained roadways and assisted in the development of a Mutual Aid Agreement for SCDOT to provide debris removal and monitoring services to participating counties along municipal roadways as well. Thompson performed monitoring services in 11 counties throughout the State and documented over 111,500 cubic yards of C&D debris, as well as 39.89 tons of unregulated E-Waste, 1,480 units of regulated E-Waste, 48.4 tons of HHW and 486 units of white goods. In addition, hundreds of roadways and bridges throughout the State were compromised from the flood waters and SCDOT has again sought the services of Thompson's FEMA Public Assistance professionals to assist in the management and development of project worksheets.

Winter Storm Pax 2014: In February, 2014 Winter Storm Pax coated an 18 county area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. The SCDOT activated its pre-event contract with Thompson to monitor a six county area in the eastern part of the state including, Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from 175,000 hazardous trees by three debris removal contractors.

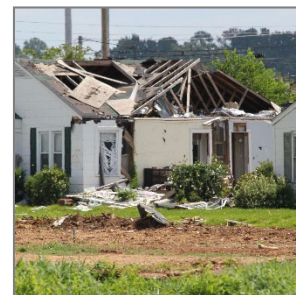
Thompson also supported the SCDOT by providing Federal Emergency Management Agency (FEMA) Public Assistance, Category A and B consulting services, overseeing the preparation of more than 115 large Project Worksheets on behalf of SCDOT and recovering more than \$155,000,000 in funding.

City of Tuscaloosa, Alabama

2011 – 2013

Tornado Disaster Grants Management / Cost Recovery Services

Disaster Grants Management: Thompson was selected by the City to assist it with FEMA Public Assistance program application, administration and program management. Thompson supported the City with seeking reimbursement for over \$60 million of damages related to FEMA Categories B – G and spearheading the City's effort to file insurance claims for an additional \$30 million in losses. The project required the submission of more than 100 project worksheets and the review of dozens of insurance claims. Also, in support of the City's long term recovery efforts Thompson is providing grant application development and program management for projects to be funded by several different federal grant programs including FEMA PA and HMGP programs and HUD CDBG program.



HMGP Demolition Program Management: The City of Tuscaloosa is widely regarded as ground zero of the crippling tornados of April 2011 that tore through central and northern Alabama. Following the devastating impacts of the tornados, the City prioritized projects from their Hazard Mitigation Plan that would best serve the public in similar future disaster events. Projects chosen for application include the acquisition and demolition of substantially damaged properties. Thompson provided the City with program management services to ensure efficiency of operations and compliance with HMGP requirements of the demolition program. Thompson assisted the City in initiating their disaster demolitions program, which included the acquisition and demolition of substantially damaged properties as a result of the tornados. FEMA approved over 200 properties for demolition. Thompson also provided training to the City's staff to support the program, assisted in contractor procurement, and ultimately oversaw the documentation procedures for the program including monitoring of debris removal.

Simultaneous Contract Activations / Managerial Capabilities

Thompson recognizes that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson's managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff, and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

LOGISTIC CONSIDERATIONS: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEBRIS COLLECTION: Thompson's ADMS deployment following Hurricanes Harvey, Irma and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative,

construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

STAFFING EXECUTION PLAN: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma and Michael mobilizations.

RAPID MOBILIZATION: During these recent disasters, many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

EXHIBIT I-1

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
HURRICANE DELTA 2020 – PRESENT																
EVENT TOTAL CUBIC YARDS – 77,221																
City-Parish East Baton Rouge, LA	4570	77,221	♦		♦		♦						♦			
HURRICANE SALLY 2020 – PRESENT																
EVENT TOTAL CUBIC YARDS – 9,456,677																
Escambia County, FL	4564	4,427,522	♦		♦	♦	♦	♦					♦			♦
City of Gulf Breeze, FL	4564	98,600	♦		♦		♦	♦					♦			
AL Dept. of Transportation	4563	2,451,641	♦		♦		♦	♦					♦			
City of Gulf Shores, AL	4563	656,203	♦		♦	♦	♦	♦		♦			♦			
City of Mobile, AL	4563	848,367	♦		♦	♦	♦	♦					♦			
Mobile County, AL	4563	270,400	♦		♦		♦	♦		♦			♦			
City of Orange Beach, AL	4563	644,782	♦		♦		♦	♦				♦	♦			♦
City of Spanish Fort, AL	4563	95,162	♦		♦		♦	♦				♦	♦			
HURRICANE LAURA 2020 – PRESENT																
EVENT TOTAL CUBIC YARDS – 2,415,052																
Grant Parish, LA	4559	1,186,807	♦		♦		♦	♦					♦			♦
Jefferson Davis Parish, LA	4559	215,825	♦		♦		♦	♦					♦			
City of Jennings, LA	4559	54,600	♦		♦		♦	♦					♦			
LA Dept. of Transportation	4559	139,000	♦		♦		♦						♦			
City of Natchitoches, LA	4559	31,600	♦		♦		♦						♦			
City of Pineville, LA	4559	36,700	♦		♦		♦						♦			
Vernon Parish, LA	4559	726,831	♦		♦		♦	♦					♦			
Winn Parish, LA	4559	148,789	♦		♦		♦	♦					♦			♦
MIDWEST DERECHO 2020 – PRESENT																
EVENT TOTAL CUBIC YARDS – 426,440																
IA Dept. of Homeland Security and EM	4557	406,000	♦				♦						♦			
City of Bertram, IA	4557	20,440	♦		♦		♦						♦			
HURRICANE ISAIAS – 2020																
EVENT TOTAL CUBIC YARDS – 2,400																
New Hanover County, NC	4568	2,400	♦		♦		♦						♦			
TROPICAL STORM IMELDA 2019																
EVENT TOTAL CUBIC YARDS – 3,755																
City of Beaumont, TX	4466	3,850	♦		♦		♦						♦			
City of Liberty, TX	4466	3,755	♦		♦		♦						♦			
HURRICANE DORIAN 2019																
EVENT TOTAL CUBIC YARDS – 186,600																
Currituck County, NC	4465	31,200	♦		♦		♦	♦					♦			
Dare County, NC	4465	155,400	♦		♦		♦	♦					♦			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	♦		♦		♦						♦			
City-Parish East Baton Rouge, LA	4458	36,569	♦		♦		♦						♦			
HURRICANE MICHAEL 2018 -2019																
EVENT TOTAL CUBIC YARDS – 4,392,415																
Leon County, FL	4399	1,043,757	♦		♦		♦	♦					♦			
City of Tallahassee, FL	4399	427,650	♦		♦		♦	♦					♦			
Gadsden County, FL	4399	1,524,442	♦		♦	♦	♦	♦					♦			
Jackson County, FL	4399	122,956	♦		♦	♦	♦	♦			♦		♦			
Tyndall Air Force Base, FL	4399	57,466					♦						♦			
Georgia Department of Transportation	4400	184,527	♦		♦		♦						♦			
Thomas County, GA	4400	45,031	♦		♦		♦	♦					♦			

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEIMA Category A&B Reimbursement Support
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – TBD																
Town of Bogue, NC	4393	8,915	♦		♦		♦						♦			
Carteret County, NC	4393	1,507,059	♦		♦	♦	♦						♦			
Cumberland County, NC	4393	1,319	♦		♦		♦						♦			
City of Jacksonville, NC	4393	269,383	♦		♦		♦	♦					♦			
Dept. of Transportation, NC	4393	14,153	♦		♦		♦	♦					♦			
Town of Swansboro, NC	4393	30,816	♦		♦		♦	♦					♦			
HURRICANE MARIA 2017 - 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	1,275,612	♦		♦		♦	♦					♦			
HURRICANE IRMA 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4337	68,144	♦		♦		♦	♦					♦			
City of Bonita Springs, FL	4337	536,487	♦		♦	♦	♦	♦					♦			
City of Casselberry, FL	4337	31,317	♦		♦		♦	♦					♦			
Citrus County, FL	4337	173,920	♦		♦		♦						♦			
Hendry County, FL	4337	300,110	♦		♦		♦	♦					♦			
City of Cooper City, FL	4337	153,376	♦		♦		♦	♦					♦			
City of Crystal River, FL	4337	3,142	♦		♦		♦						♦			
City of Daytona Beach, FL	4337	117,077	♦		♦		♦						♦			♦
City of Deland, FL	4337	129,377	♦		♦		♦	♦					♦	♦		
City of Delray Beach, FL	4337	173,674	♦		♦		♦	♦					♦			
City of Flagler Beach, FL	4337	27,515	♦		♦		♦						♦			
City of Ft Lauderdale, FL	4337	647,519	♦		♦	♦	♦	♦		♦			♦			♦
City of Ft Myers, FL	4337	331,986	♦		♦		♦	♦					♦			
Town of Ft Myers Beach, FL	4337	24,783	♦		♦		♦						♦			
Glades County, FL	4337	40,827	♦		♦		♦						♦			
Hernando County, FL	4337	118,699	♦		♦		♦	♦					♦			
City of Hialeah, FL	4337	211,704	♦		♦		♦	♦					♦			
City of Inverness, FL	4337	10,238	♦		♦		♦						♦			
City of Lake Mary, FL	4337	55,826	♦		♦		♦	♦					♦			
City of Lakeland, FL	4337	260,084	♦		♦		♦	♦					♦			♦
City of Largo, FL	4337	54,992	♦		♦		♦						♦			
Lee County, FL	4337	2,319,785	♦		♦	♦	♦	♦				♦	♦			
City of Leesburg, FL	4337	27,118	♦		♦		♦	♦					♦			
Leon County, FL	4337	37,619	♦		♦		♦						♦			
City of Maitland, FL	4337	36,443	♦		♦		♦	♦					♦			
Manatee County, FL	4337	560,188			♦		♦	♦			♦		♦			
City of Margate, FL	4337	94,506	♦		♦		♦	♦					♦			♦
City of Miami Springs, FL	4337	165,755	♦		♦		♦	♦					♦			
City of Oak Hill, FL	4337	6,124	♦		♦		♦						♦			
City of Orange City, FL	4337	47,722	♦		♦	♦	♦	♦					♦			
City of Orlando, FL	4337	216,508	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4337	157,371	♦		♦		♦	♦					♦			
City of Oviedo, FL	4337	39,208	♦		♦		♦						♦			
City of Palm Bay, FL	4337	253,867	♦		♦		♦						♦			
City of Stuart, FL	4337	17,851	♦		♦		♦	♦					♦			
Sumter County, FL	4337	116,322	♦		♦		♦	♦					♦			
Solid Waste Authority Palm Beach Co	4337	3,035,786	♦		♦		♦	♦			♦		♦			♦
City of Venice, FL	4337	12,817	♦		♦		♦	♦					♦			
City of Vero Beach, FL	4337	69,897	♦		♦		♦						♦			

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Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaver/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Volusia County, FL	4337	858,138	♦		♦	♦	♦	♦			♦		♦	♦		♦
Chatham County, GA	4338	100,889	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4338	27,559	♦		♦		♦						♦			
HURRICANE HARVEY 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	♦		♦	♦	♦	♦			♦		♦			
City of Beaumont, TX	4332	70,857	♦		♦		♦						♦			
City of Lake Jackson, TX	4332	4,281	♦		♦		♦						♦			
Newton County, TX	4332	8,859	♦		♦		♦				♦		♦			
City of Santa Fe, TX	4332	22,690	♦		♦		♦						♦			
City of Texas City, TX	4332	22,400	♦		♦		♦						♦			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	♦	♦							♦		♦	♦	♦	
Sevier County, TN	4293	272t	♦	♦							♦		♦	♦	♦	
HURRICANE MATTHEW – 2016-2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD																
City of Norfolk, VA	4291	29,000	♦		♦		♦	♦					♦			
City of Southern Shores, NC	4285	20,000	♦		♦		♦	♦					♦			
Dare County, NC	4285	96,000	♦		♦		♦	♦				♦	♦			
City of Lumberton, NC	4285	26,000	♦		♦		♦	♦					♦			
SC Department of Transportation	4286	960,000	♦		♦		♦	♦					♦			♦
Chatham County, GA	4284	1,400,000	♦		♦	♦	♦	♦			♦		♦			
City of Effingham, GA	4284	11,000	♦		♦		♦	♦					♦			
City of Pooler, GA	4284	17,000	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4284	180,000	♦		♦		♦	♦					♦			
City of St. Augustine, FL	4283	83,000	♦		♦		♦	♦					♦			♦
City of Orange City, FL	4283	13,000	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4283	170,000	♦		♦		♦	♦					♦			♦
City of Deland, FL	4283	57,000	♦		♦		♦	♦					♦			♦
City of Daytona Beach, FL	4283	330,000	♦		♦		♦	♦					♦			♦
City of Palm Bay, FL	4283	99,000	♦		♦		♦	♦								
Solid Waste Authority Palm Beach Co.	4283	14,000	♦		♦		♦	♦					♦			♦
City of Vero Beach, FL	4283	27,000	♦		♦		♦	♦					♦			
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD (Projects Ongoing)																
City-Parish of East Baton Rouge, LA	4277	1,800,000	♦		♦		♦		♦		♦		♦	♦		♦
City of Denham Springs, LA	4277	250,000	♦		♦		♦				♦		♦	♦		♦
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	♦		♦		♦						♦			♦
Newton County, TX	4266	37,030	♦		♦		♦						♦			♦
SEVERE STORMS & FLOODING – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	♦	♦	♦		♦						♦			♦
SEVERE WINTER STORM PANDORA – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	♦		♦		♦	♦					♦			♦
Fentress County, TN	4211	77,000	♦		♦		♦	♦					♦			♦
Overton County, TN	4211	54,000	♦		♦		♦	♦					♦			♦
TORNADOES – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																

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City of Adamsville, AL	4176	22,000	♦		♦		♦	♦					♦			♦
City of Graysville, AL	4176	80,000	♦		♦		♦	♦					♦			♦
City of Kimberly, AL	4176	20,000	♦		♦		♦	♦					♦			♦
Lee County, AL	4176	22,000	♦		♦		♦	♦					♦			♦
SEVERE WINTER STORM PAX – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	♦		♦		♦	♦	♦				♦			♦
Georgetown County, SC	4166	105,000	♦		♦	♦	♦	♦					♦	♦		♦
Marion County, SC	4166	25,000	♦		♦		♦	♦					♦			
Williamsburg County, SC	4166	40,000	♦		♦	♦	♦	♦					♦			
Aiken County, SC	4166	1,500,000	♦		♦	♦	♦	♦				♦	♦			♦
Allendale County, SC	4166	60,000	♦		♦		♦	♦					♦			
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	♦				♦					♦	♦			♦
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	♦									♦	♦			
HURRICANE SANDY – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	♦	♦	♦								♦			♦
Town of Babylon, NY	4085	100,000	♦		♦								♦			
HURRICANE ISAAC – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	♦		♦	♦	♦	♦					♦			♦
Denham Spring, LA	4080	9,000	♦		♦	♦	♦	♦					♦			♦
Hancock County, MS	4081	23,000			♦		♦			♦			♦			
Jackson County, MS	4081	4,000			♦		♦									♦
HURRICANE IRENE – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦								
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦								
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦								
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦								
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦								
Brunswick County, Virginia	4024	25,000			♦		♦	♦								
TORNADOES – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦	
TORNADOES – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK ^[1]	1926	18,944	♦		♦		♦	♦	♦				♦			♦
FLOODING – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN ^[2]	1909	275,540			♦		♦		♦				♦			
City of Cedar Rapids, IA ^[2]	1763	109,355	♦												♦	
ROCK SLIDES – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	♦		♦	♦										
SNOW STORMS – 2009																

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EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA ^[1]	1813	10,930	♦		♦		♦	♦	♦				♦			♦
Town of Sterling, MA ^[1]	1813	48,835	♦		♦		♦	♦	♦				♦			♦
HURRICANE IKE – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX ^[1]	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Harris County, TX ^[1]	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Galveston County, TX ^[3]	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
City of Baytown, TX ^[1]	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦	♦	♦		♦
Montgomery County, TX ^[1]	1791	871,452	♦		♦		♦	♦	♦				♦			♦
Fort Bend County, TX ^[1]	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Dauphin Island, AL ^[1]	1797	50,000	♦		♦	♦				♦	♦	♦	♦			♦
Hardin County, TX ^[1]	1791	200,000	♦		♦		♦	♦	♦				♦			♦
City of Sugarland, TX ^[1]	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Missouri City, TX ^[1]	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE GUSTAV – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA ^[2]	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦
St. Landry Parish, LA ^[2]	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦
Iberville Parish, LA ^[2]	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦
City of New Orleans, LA ^[2]	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦
City of Thibodaux, LA ^[4]	1786	78,820	♦		♦	♦	♦	♦	♦				♦			♦
St John the Baptist Parish, LA ^[1]	1786	53,124	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE DOLLY – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX ^[1]	1780	310,585	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Cameron County, TX ^[2]	1780	301,465	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
IOWA FLOODING – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA ^[1]	1763	200,000	♦		♦		♦		♦				♦			
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, OK ^[1]	1735	750,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Webb City, MO ^[1]	1736	75,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO ^[1]	1676	1,448,539	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
Greene County, MO ^[2]	1676	545,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Lebanon, MO ^[2]	1676	108,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
BUFFALO SNOW STORM – 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY ^[2]	1655	800,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Tonawanda, NY ^[2]	1655	200,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Lackawanna, NY ^[2]	1655	150,000						♦					♦			
City of North Tonawanda, NY ^[2]	1655	100,000	♦		♦	♦	♦	♦	♦				♦			♦
Genesee County, NY ^[2]	1655	80,000	♦		♦	♦	♦	♦	♦				♦			♦
Erie County, NY ^[4]	1655	50,000	♦										♦			
Town of Alden, NY ^[4]	1655	6,000	♦										♦			
HURRICANE WILMA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL ^[2]	1609	3,000,000	♦		♦		♦		♦				♦			♦
Collier County, FL ^[4]	1609	932,000	♦										♦			♦

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Ft. Lauderdale, FL ^[2]	1609	901,000	♦		♦	♦	♦	♦	♦	♦		♦	♦	♦		♦
City of Hollywood, FL ^[2]	1609	600,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Davie, FL ^[4]	1609	593,789	♦										♦			♦
City of Boca Raton, FL ^[4]	1609	574,200	♦										♦			♦
City of Plantation, FL ^[4]	1609	366,551	♦										♦			♦
City of Parkland, FL ^[4]	1609	244,910	♦										♦			♦
City of Weston, FL ^[4]	1609	244,395	♦										♦			♦
City of Cooper City, FL ^[4]	1609	217,464	♦										♦			♦
City of Coral Gables, FL ^[4]	1609	213,947	♦										♦			♦
Broward County, FL ^[4]	1609	204,105	♦										♦			♦
City of Sunrise, FL ^[4]	1609	199,548	♦										♦			♦
City of Oakland Park, FL ^[4]	1609	151,906	♦										♦			♦
City of Miami Beach, FL ^[4]	1609	135,825	♦										♦			♦
HURRICANE KATRINA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS ^[4]	1604	5,773,291	♦										♦			♦
Jackson County, MS ^[4]	1604	3,183,425	♦										♦			♦
City of Gulfport, MS ^[1]	1604	2,600,000	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	♦	♦	♦
Forrest County, MS ^[4]	1604	2,496,933	♦										♦			♦
Jones County, MS ^[4]	1604	1,961,427	♦										♦			♦
Harrison County, MS ^[1]	1604	1,850,000	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦
Lamar County, MS ^[4]	1604	1,533,579														
City of Pass Christian, MS ^[4]	1604	1,484,288	♦										♦			♦
City of Pascagoula, MS ^[4]	1604	1,236,646	♦										♦			♦
Mobile County, AL	1605	789,658	♦		♦		♦	♦								
City of Mobile, AL	1605	728,469	♦		♦		♦	♦								
George County, MS ^[4]	1604	651,359	♦										♦			♦
Perry County, MS ^[4]	1604	550,967	♦										♦			♦
Walthall County, MS ^[4]	1604	507,754	♦										♦			♦
City of New Orleans, LA ^[2]	1603	401,238	♦	♦	♦		♦		♦		♦		♦	♦	♦	♦
Jefferson Parish, LA ^[4]	1603	397,770	♦										♦			♦
City of Slidell, LA ^[4]	1603	153,165	♦										♦			♦
City of Covington, LA ^[4]	1603	143,919	♦										♦			♦
Lafourche Parish, LA ^[4]	1603	134,384	♦										♦			♦
Jasper County, MS	1604	131,251	♦		♦		♦	♦								
Town of Dauphin Island, AL	1605	94,037	♦		♦		♦	♦		♦		♦				
City of Prichard, AL	1605	70,445	♦		♦		♦	♦								
Clark County, MS	1604	90,134	♦		♦		♦	♦								
City of Citronelle, AL	1605	48,423	♦		♦		♦	♦								
City of Saraland, AL	1605	44,419	♦		♦		♦	♦								
City of Satsuma, AL	1605	29,404	♦		♦		♦	♦								
Choctaw County, AL	1605	26,409	♦		♦		♦	♦								
City of Bayou Le Batre, AL	1605	18,336	♦		♦		♦	♦								
City of Creola, AL	1605	7,719	♦		♦		♦	♦								
City of Mt. Vernon, AL	1605	4,619	♦		♦		♦	♦								
HURRICANE RITA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX ^[2]	1606	4,600,000	♦		♦		♦	♦	♦		♦		♦	♦		♦
Monroe County, FL ^[2]	1602	200,000	♦	♦	♦		♦		♦	♦		♦	♦			♦
HURRICANE DENNIS – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL ^[1]	1595	2,000,000	♦		♦	♦	♦	♦	♦				♦	♦		♦

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Escambia County, FL ^[1]	1595	1,200,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
City of Pensacola, FL ^[1]	1595	400,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
HURRICANE IVAN – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL ^[2]	1551	7,681,500	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦
City of Pensacola, FL ^[1]	1551	1,343,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
Florida Dept. of Transportation ^[1]	1551	708,800	♦		♦		♦		♦				♦			
HURRICANE FRANCES – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL ^[1]	1545	200,000	♦		♦		♦						♦			♦
HURRICANE CHARLEY – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL ^[4]	1539	1,870,669	♦										♦			♦
City of Orlando, FL ^[2]	1539	1,035,500	♦		♦	♦	♦	♦	♦				♦			
Orange County, FL ^[4]	1539	977,265	♦										♦			♦

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbrite Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

SECTION J

LICENSES / CERTIFICATES

State & Local Business Registrations / Licenses

Thompson Consulting Services, LLC is registered to do business in multiple states across the United States and will maintain any and all licenses or certifications deemed necessary by the HGAC and HGACBuy Customers.

Federal Disaster Guideline Understanding & Training / Certifications

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed is not exhaustive in nature, it is a sample of specific material which may shape HGACBuy Customer's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table J-1: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1	Emergency Program Manager, an Orientation to the Position
FEMA IS 30	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31	Mitigation eGrants System for the Grant Applicant

Agency/Course	Certification Title
FEMA IS 100a	Introduction to the Incident Command System
FEMA IS 120a	An Introduction to Exercises
FEMA IS 200b	ICS for Single Resources and Initial Action Incident
FEMA IS 208	State Disaster Management
FEMA IS 208a	State Disaster Management
FEMA IS 230	Principles of Emergency Management
FEMA IS 230a	Fundamentals of Emergency Management
FEMA IS 241	Decision Making and Problem Solving
FEMA IS 242	Effective Communication
FEMA IS 253	Coordinating Environmental and Historic Preservation Compliance
FEMA IS 292	Disaster Basics
FEMA IS 386	Introduction to Residential Coastal Construction
FEMA IS 393a	Introduction to Hazard Mitigation
FEMA IS 430	Introduction to Individual Assistance
FEMA IS 546	Continuity of Operations (COOP) Awareness
FEMA IS 547	Introduction to Continuity of Operations
FEMA IS 548	Continuity of Operations Manager
FEMA IS 630	Introduction to Public Assistance
FEMA IS 631	Public Assistance Operations
FEMA IS 632	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700	National Incident Management System (NIMS) an Introduction
FEMA IS 9	Section 508 Awareness

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

Insurance

Thompson has provided a copy of our Certificate of Insurance as proof of insurability and required insurance coverage in the subsequent pages of this Section.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2021

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

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

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bxsi.com FAX (A/C, No): 228-863-1957
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 41297 20443

COVERAGES**CERTIFICATE NUMBER:** 2130592018**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VRS0004942	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2097385745	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2097385843	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

SECTION K

PRODUCTS AND PRICING FORMS

As Thompson is solely a services provider, neither Form D nor Form E are applicable to this solicitation response. Thompson has provided a fee schedule of offered services in the subsequent pages of this Sections and in a separate excel file format, as requested in Letter of Clarification No. 1.

Thompson Consulting Services, LLC

Houston-Galveston Area Council

HGACBuy Proposal No. HP08-21

All Hazards Preparedness, Planning, Consulting & Recovery Services

Rate Schedule**thompson**
CONSULTING SERVICES**Preparedness and Planning Services**

Positions	Hourly Rates
Project Manager	\$ 142.50
Senior Consultant	\$ 139.93
Emergency Management Consultant	\$ 117.60
Emergency Management Specialist	\$ 98.00
Emergency Management Analyst	\$ 65.00
Office/Clerical	\$ 35.00

Debris Removal Monitoring Services

Positions	Hourly Rates
Project Manager	\$ 98.98
Operations Managers	\$ 89.18
Environmental Specialist	\$ 77.20
Data Manager	\$ 69.00
Field Supervisors	\$ 57.82
Debris Monitors	\$ 36.26
Clerical Assistant	\$ 30.00
Automated Debris Management System (ADMS)	\$ 3.00

Post Disaster Grant Program Consulting Services

Positions	Hourly Rates
Legislative Affairs Consultant	\$ 150.00
Project Manager	\$ 142.50
Project Engineer	\$ 132.30
Senior Grant Management Consultant	\$ 139.93
Grant Management Consultant	\$ 120.00
Environmental Scientist (Regulatory Support)	\$ 98.98
Grant Management Specialist	\$ 98.00
Grant Management Analyst	\$ 65.00
Field Site Inspector	\$ 52.00

SECTION L

CATALOGS & PRICE LISTS

As stated in Section K, Thompson is a services provider and these requirements are not applicable to this solicitation response. Thompson has provided a fee schedule of applicable offered services in Section K as well as a separate excel file, as requested in Letter of Clarification No. 1.

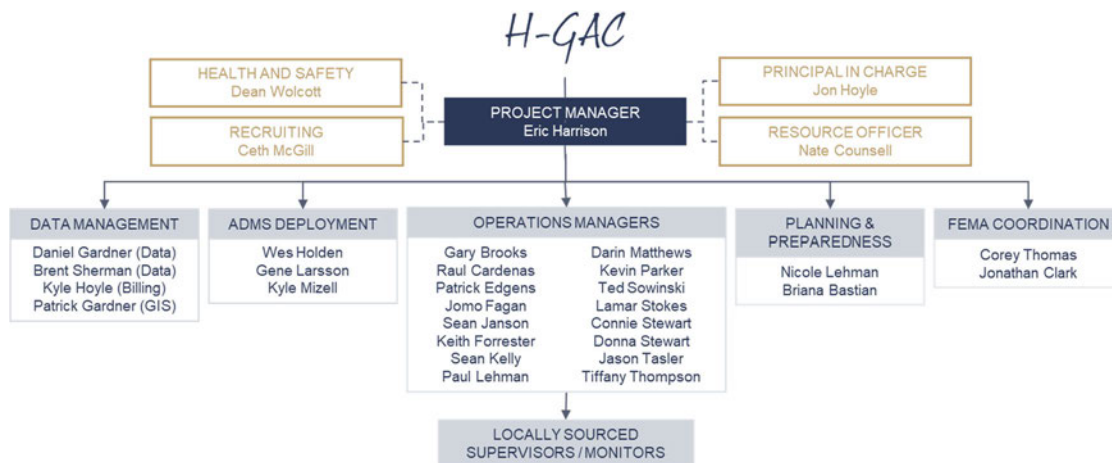
SECTION M

PROJECT ORGANIZATION & MANAGEMENT PLAN

Proposed Project Organization, Management & Qualifications

Thompson is committed to staffing the Customer's disaster debris removal monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure M-1: Organizational Chart



In addition to our full-time roster, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.

Key Personnel Overview

The following table briefly summarizes the background and experience of our key personnel, outlining our staff's extensive experience managing and monitoring debris removal operations on behalf of local and state governments. Thompson's proposed team of disaster response and recovery experts have served in a various recovery operations roles and have real-world experience managing and supporting the following disaster recovery programs. *Resumes for key personnel are included in Exhibit M-1.*

Debris Removal Monitoring Program Experience

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Table M-1: Summary of Project Team Experience

Name, Education, Background		Representative Experience	
Jon Hoyle Principal-in-Charge			
MBA – Finance/Management 17 Years of professional experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY	
Eric Harrison Program/Project Manager			
MS – Electronics Engineering 16 Years of experience	– Escambia County, FL – 3,700,000 CY – City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT –3,000,000 CY	– Volusia County, FL – 850,000 CY – St. Augustine, FL – 83,000 CY – Terrebonne Parish, LA – 55,000 CY	
Connie Stewart Operations Manager			
15 Years of professional experience	– Lee County, FL – 2,300,000 CY – Ormond Beach, FL- 170,500 CY – South Carolina DOT- 1,200,000 CY	– Carteret County, NC – 1,400,000 CY – Jackson County, FL – 120,000 CY – Alabama DOT – 870,000 CY	
Corey Thomas FEMA Public Assistance Liaison			
MBA – Finance/Management 13 Years of professional experience	– City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT – \$37,000,000 – Alabama Tornadoes – \$25,000,000	– South Dakota – \$60,000,000 – Hurricane Alex – \$3,500,000 – Hurricane Ike – \$445,000,000	
Danny Gardner Data Manager			
MBA – Finance/Management 13 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY	
Nicole Lehman Planning and Preparedness			
BA – Psychology & Spanish 14 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY	
Wes Holden ADMS Deployment			
BS – Mgmt. Info. Systems 17 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – City-Parish E. Baton Rouge – 2,000,000 CY – South Carolina DOT – 3,000,000 CY	– Alabama DOT – 870,000 CY – Chatham Co, GA – 1,400,000 CY – Aiken County, SC – 1,500,000 CY	
Patrick Gardner GIS / Environmental			
BS – Mgmt. Info. Systems 17 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY	

Project Management and Approach

Thompson's approach to providing disaster response and recovery services to the Customer maintains a primary focus on the efficient and effective utilization of available resources while assisting Customers in navigating the funding and compliance channels of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's project understanding and approach to assisting Customers in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the table below:

Table M-2: Project Approach and Deliverables

Task / Mobilization Time	Description
1. Debris Program Implementation	
12-24 hours following notice to proceed (NTP)	Thompson will implement a program based on the needs of the Customer, feedback from debris removal contractors, and debris estimates from the preliminary damage assessment.
2. Onboarding and Training of Employees and Health and Safety Plan Implementation	
12-24 hours following NTP	Thompson will identify local residents to onboard and train to be debris monitors. This effort will help skilled residents participate in the recovery efforts with a meaningful impact and earn a competitive hourly wage. Thompson will also train employees on Thompson's Health and Safety Plan. Thompson's safety program is focused on the safety of Thompson monitors

Task / Mobilization Time	Description
	and field personnel. Thompson will deploy a quality assurance team to each of its projects to ensure that certain quality standards are being upheld.
3. Measure and Certify Trucks by FEMA PAPPG Standards	
12-24 hours following NTP	Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to the side of each debris removal truck. Thompson will perform "spot field audits" and recertify trucks throughout the debris removal operation.
4. Deploy Loading Site Collection Monitors, Debris Management Site (DMS) Monitors and Field Supervisors	
24-48 hours following NTP	Thompson will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from ROW and other collection zones identified and approved by the Customer. Thompson will ensure that the DMS meet all TCEQ requirements. DMS Monitors are responsible for completing load transactions and recording debris volumes for loads that have been transported to the DMS for processing / storage or final disposal. Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged by FEMA.
5. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
24-48 hours following NTP	Thompson is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates, measurements, and photos will be taken for tree work. All hazardous stumps must be approved by FEMA prior to removal.
6. Private Property Debris Removal Design, Implementation and Monitoring	
TBD, based on input from TDEM and FEMA	Thompson has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. Thompson will work with the Customer to identify ordinance that grants the authority to enter private property to remove and dispose of debris, establish a multi-step process to ensure all proper notifications are made to property owners and develop a public outreach plan to residents in need on program benefits. Each property will have a "PPDR" packet with all documentation necessary for regulatory requirements and FEMA reimbursement including Customer ordinance, notifications, executed ROE, FEMA/TDEM approval, FEMA HP approval, asbestos abatement approval, utility disconnect documentations, site survey, photographs, and close-out documentation.
7. Specialized Debris Removal Monitoring	
TBD, based on input from TDEM and FEMA	Thompson has experience with the operational methods to properly document special debris removal programs such as waterways and lakes, debris removal from parks and trails, beach debris removal and the removal of vehicles and vessels.
8. Data Management	
48 hours following NTP	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris, road, and program type. Thompson's reporting is flexible and can be tailored to report debris removal by a number of parameters.
9. Reconcile Contractor Invoices	
1 week after removal operations begin	Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the Customer and comply with the invoicing and payment term in the debris removal contract. All approved invoices will be "audit ready" packages that are organized and formatted to upload into FEMA's Grants Portal.
10. FEMA Consultation and Development of FEMA Project Worksheets	
On-going throughout recovery operation	Thompson has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the Customer, is prepared to participate in project scoping meetings with FEMA. Thompson will prioritize Category A and B Project Worksheets (PWs) and provide support to the Customer with Permanent Work (Categories C-G) PWs upon request.

EXHIBIT M-1

KEY PERSONNEL RESUMES

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

14 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted

debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 –

Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 –

Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –

Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –

Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic

yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

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

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the

field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.

Nathaniel T. Counsell

Executive Vice President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

14 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Counsell has fourteen years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over \$1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal

monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 – Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 – Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown,



Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell is serving on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as

part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Counsell served as the Director of the Response and Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division.



Eric Harrison

Vice President | Field Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal

monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City of Hialeah, Hurricane Irma Recovery Operations, 2017 – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

Corey Thomas

Vice President | Grants Management Services

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Communication, Advertising, and Public Relations
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Thomas has ten years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris

monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017 - Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Town of Babylon, NY, FEMA Public Assistance

Consulting, Hurricane Sandy, 2012-2013 – The Town of Babylon, suffered severe damage and large amounts of vegetative and C&D debris following Hurricane Sandy. Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at \$5.5 million. All PWs were approved in their entirety, and funded as part of the State's first round of reimbursement for Sandy.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013

– Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012

– Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

Clark County, Indiana, FEMA Public Assistance

Consulting, Severe Storms and Tornadoes, 2012 – A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and

Tornadoes, 2011 – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent

history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009

– The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011

– During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

Professional Training Courses

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Gardner has served as a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected

Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and is responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

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

Hurricane Matthew, Data Management Operations, 2016 - 2017 – Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

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

Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015 – Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner is managing the Thompson data management team responsible for validation and reporting of all project data. He is also responsible for data reconciliation and contractor invoicing. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 – The City of Tuscaloosa was impacted by multiple large and small

tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

City of Galveston, Texas, CDBG DR Round 1 and 2 Administration, 2009 - 2010 – The City of Galveston was the epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately \$107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at \$70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Wesley Holden

Senior Vice President | ADMS Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Management Information Systems

EXPERIENCE

14 years

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Experience and Qualifications

Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects. This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris

monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 Mr. Holden served the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 – The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of

Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile*. Overall Thompson deployed 450 units to documents and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 – Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMS*mobile*, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Alabama Tornadoes, Data Management, 2011 – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

Texas, Hurricane Ike Data Management, 2008-2009 – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

Program Experience

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)

Nicole Lehman

Director of Client Services | Program Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: Psychology and Spanish

EXPERIENCE

11 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Ms. Lehman has eleven years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop

Project Experience

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

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

closely with the City and the debris removal contractors to implement and carry out debris removal programs.

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

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

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for debris removal monitoring operations in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the

City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 – Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 – Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011 – Ms. Lehman served as Financial Recovery Specialist for the administration of \$106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Lehman coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program

guidelines. In addition, Ms. Lehman assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 – Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 – Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 – Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

4 years

PROGRAM EXPERIENCE

- FEMA Public Assistance (Categories A-B)

Experience and Qualifications

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

Disaster Project Experience

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, - 2018 – Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 – Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Gardner provided GIS and data management services during Thompson's state-

wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

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

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

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015 – Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal

monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach

Renourishment, 2013 - 2014 – Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishment.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 – Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 – As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 – As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (*Pterois volitans/miles* complex) from Little Cayman Island, 2013 - 2014 – Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive

Lionfish (*Pterois volitans*) from Little Cayman. *Frontiers in Marine Science* 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 – While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and intern for various project tasks.

Training and Certifications

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Borne Pathogens
- GIS applications for Natural Resource Management, Florida Sea Grant

Gary Brooks

Project / Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Brooks has fourteen years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 –

2017 – Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Williamsburg County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for debris removal monitoring operations in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Iberville Parish, Louisiana, Hurricane Isaac Recovery, Waterway Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in various Parish waterways. The debris

congestion in the waterways was remaining from the impacts of Hurricane Isaac.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013

– Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012

– Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012

– Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene

Recovery Operations, 2011 – Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011

– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged

trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008

– In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks's monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006

– Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004

– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

Raul Cardenas

Project / Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Cardenas has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 - Mr. Cardenas served as project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 - Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-

of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 – Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-

Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr.

Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

Thomas “Tommy” Dorsey

Field Operations Manager / Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Emergency Management (In Progress)
Manager of Environmental Safety and Health (MESH)

EXPERIENCE

8 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Dorsey has eight years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Dorsey has worked extensively on Hazardous Leaker, Hanger, and Stump Removal programs. Mr. Dorsey has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

Mr. Dorsey also completed 40-Hour HAZWOPER – OSHA, 30-Hour OSHA Safety for the Construction Industry courses and over 50 FEMA EMI Courses.

Project Experience

City of Palm Bay, Florida, Hurricane Irma Recovery Operations, 2017 – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Palm Bay following the devastating impacts of Hurricane Irma. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented the removal of over 253,867 cubic yards of debris.

City of Stuart, Florida, Hurricane Irma Recovery Operations, 2017

– Mr. Dorsey served as the operations manager overseeing debris removal monitoring operations throughout the City of Stuart. Through the efficiencies managed by Mr. Dorsey, the City was able to complete debris removal operations in less than 30 days.

City of Vero Beach, Florida, Hurricane Matthew Recovery Operations, 2016

– Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Vero Beach. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

South Carolina Department of Transportation, Orangeburg, Bamberg and Clarendon Counties, South Carolina, Severe Flooding Recovery Operations, 2015

– Mr. Dorsey served as operations manager and field supervisor for debris removal monitoring in multiple counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015

– Mr. Dorsey served as the field supervisor supporting daily debris removal monitoring operations throughout Putnam County. He was also responsible for managing and supporting debris removal monitors in the field. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs.

Aiken County, South Carolina Winter Storm Pax Response and Disaster Recovery, 2014

– In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5” of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Dorsey served as the Operations Manager responsible for overseeing all of the Counties debris removal monitoring programs. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.

Jefferson Parish, LA, Hurricane Recovery Operations

2012 – Mr. Dorsey served as an operations manager for debris removal monitoring efforts on behalf of Jefferson Parish following the landfall of Hurricane Isaac. He was in charge of overseeing day-to-day operations monitoring projects including truck certification, monitor training, emergency road clearance and debris removal operations and right-of-way collection.

Training and Certifications

- HAZWOPER Supervisor - OSHA
- 40-Hour HAZWOPER - OSHA
- 30-Hour OSHA Safety for the Construction Industry
- Over 50 FEMA EMI Courses

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

10 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 – 2013, Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 Ms. Stewart operated heavy equipment, including trackhoes, dozers and off road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 – Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 –Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right of way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensuring project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right of way, salt water kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

Training and Certifications

- FEMA Emergency Management Institute
 - Professional Development Series (consists of 7 different courses)
 - IS-00005.A An Introduction to Hazardous Materials
 - IS-00100.B Introduction to Incident Command System ICS-100
 - IS-00340 Hazardous Materials Prevention
 - IS-631 Public Assistance Operations 1
 - IS-00632.A Introduction to Debris Operations
 - IS-00634 Introduction to FEMA's Public Assistance Program
 - IS-00700.A National Incident Management System (NIMS) An Introduction
 - IS-00703.A NIMS Resource Management
 - IS-00704 NIMS Communications and Information Management
 - IS-00800.B Nation Response Framework, An Introduction
 - IS-00805 Emergency Support Function (ESF)#5 Emergency Management
 - IS-00810 Emergency Support Function (ESF)#10 Oil and Hazardous Materials Response
- OSHA Certifications
 - 16 Hour OSHA Course # 7600 Disaster Site Worker
 - 40 Hour HAZWOPER + 8hr refresher to stay current
 - 10 Hour OSHA Construction Safety and Health
 - 30 Hour OSHA Construction Safety and Health
 - OSHA 510 – Construction Safety and Health
 - OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

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

Experience and Qualifications

Mr. Hollis has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 – Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Mr. Hollis recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 – 2017 – Mr. Hollis served as operations manager for

debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal

Monitoring, 2008 – In 2008, Mr. Hollis served as a field operation manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field

Manager, 2007-2008 – Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 –

Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal

Monitoring, 2004 – Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

SECTION N

REFERENCES

As evidenced throughout our proposal response, Thompson has a long and successful history providing disaster debris removal monitoring, planning and preparedness, and disaster recovery management services. The references below can attest to the versatility of Thompson and the capabilities that we maintain in providing these services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. *Thompson has provided (2) letters of reference from our recent clients in the subsequent pages of this section.*

1. Grant Parish, Louisiana

August 2020 – March 2021

Hurricane Disaster Debris Removal Monitoring
Sissy Pace, Parish Manager
200 Main Street, Colfax, LA 71417
(318) 627-3157 | sissypace@gppj.org

Debris Quantity: 1,175,000 CY
Project Value: \$ 1,731,600.00

2. Escambia County, Florida

September 2020 – Present

Disaster Debris Removal Monitoring
Jim Howes, Division Manager - Waste Services
13009 Beulah Rd., Cantonment, FL 32533
850-554-2752 | jehowes@myescambia.com

Debris Quantity: 3,750,000 CY
Project Value: \$ 7,150,000.00

3. Aransas County, Texas

September 2017 – August 2019

Disaster Debris Removal Monitoring
Valerie Gonzalez, Environmental Health Director
870 Airport Road, Rockport, TX 78382
946-330-6322 | vgonzalez@aransascounty.org

Debris Quantity: 2,775,000 CY
Project Value: \$ 4,000,000.00

4. Putnam County, Tennessee

April – May 2020 / April – July 2015

Tornado & Ice Storm Disaster Debris Removal
Monitoring
Randy Porter, County Executive
300 E. Spring St., Room 8, Cookeville, TN 38501
931-526-2161 | rporter@putnamcountyttn.gov

Debris Quantity: 77,00 CY / 140,000 CY
Project Value: \$ 220,500.00

5. City of Mobile, Alabama

September 2020 – March 2021

Hurricane Sally Debris Removal Monitoring
James DeLapp, Executive Director of Public Works
205 Government Street, Mobile, Alabama 36602
251-208-2900 | jadelapp@cityofmobile.org

Debris Quantity: 660,000
Project Value: \$ 2,344,00.00

BRANDON DUBOIS
District 1, Montgomery, Louisiana

JOHNNY JAMISON
District 2, Colfax, Louisiana

CEPHAS BOWIE, JR.
District 3, Colfax, Louisiana

ARNOLD MURRELL
District 4, Colfax, Louisiana

Grant Parish Police Jury

200 Main Street - Courthouse Building
Colfax, Louisiana 71417
Telephone: 318-627-3157
Fax: 318-627-3527



MARK BALL
District 5, Bentley, Louisiana

WINSTON ROBERTS
District 6, Pollock, Louisiana

DAVID MERRELL
District 7, Dry Prong, Louisiana

DONALD G. ARNOLD
District 8, Georgetown, Louisiana

February 23, 2021

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

To Whom It May Concern,

On behalf of Grant Parish, it is my pleasure to submit this letter of recommendation for Thompson Consulting Services.

In August of 2020, Hurricane Laura impacted the lives of every Grant Parish resident. In response, we put out an emergency RFP for a debris monitoring service and awarded the contract to Thompson Consulting Services. The dedicated personnel of Thompson Consulting Services immediately began advertising to employ local residents for training in response to the immense debris removal and disposal task at hand. I personally observed and am extremely impressed with the extensive training employees received on their first day. As someone who is new to the disaster clean up process, I was able to learn proper procedures and practices that came in very handy while dealing with the jurors, the community, FEMA, and the Army Corps of Engineers.

This is our first time working with Thompson Consulting Services and they have exceeded our highest expectations. They exude a level of knowledge and expertise that simply inspires trust. To date, Thompson Consulting Services has performed all work in a professional, efficient, and timely manner.

I highly recommend Thompson Consulting Services as a debris monitoring service.



Jessie Pace
Secretary/Treasurer
Parish Manager
Grant Parish Police Jury

OFFICE OF THE MAYOR



December 18, 2020

Scott A. Hardy, PE
Thompson Engineering
2970 Cottage Hill Road, Suite 190
Mobile, AL 36606

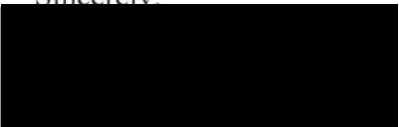
RE: Hurricane Response 2020

Dear Mr. Hardy:

I want to extend our sincere thanks on behalf of the City of Mobile for the prompt and professional service you rendered during our mission to clean up our beautiful city following the devastating Hurricanes Sally and Zeta. This year has presented several unique and daunting challenges and we appreciate you helping us meet this one head on.

Though we do not welcome additional storms to the Gulf Coast, we have appreciated working together and feel reassured to know we can count on your assistance under such trying circumstances.

Sincerely,


William S. Stimpson
Mayor



APPENDIX C
SCHEDULE OF FEES AND SERVICES
THOMPSON CONSULTING SERVICES, LLC PRICING

Attachment A**Thompson Consulting Services, LLC****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

Labor Category		Hourly Rates
Preparedness and Planning Services		
Positions	Hourly Rates	
Project Manager	\$	142.50
Senior Consultant	\$	139.93
Emergency Management Consultant	\$	117.60
Emergency Management Specialist	\$	98.00
Emergency Management Analyst	\$	65.00
Office/Clerical	\$	35.00
Debris Removal Monitoring Services		
Positions	Hourly Rates	
Project Manager	\$	98.98
Operations Managers	\$	89.18
Environmental Specialist	\$	77.20
Data Manager	\$	69.00
Field Supervisors	\$	57.82
Debris Monitors	\$	36.26
Clerical Assistant	\$	30.00
Automated Debris Management System (ADMS)	\$	3.00
Post Disaster Grant Program Consulting Services		
Positions	Hourly Rates	
Legislative Affairs Consultant	\$	150.00
Project Manager	\$	142.50
Senior Grant Management Consultant	\$	139.93
Grant Management Consultant	\$	120.00
Environmental Scientist (Regulatory Support)	\$	98.98
Grant Management Specialist	\$	98.00
Grant Management Analyst	\$	65.00
Field Site Inspector	\$	52.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THOMPSON CONSULTING SERVICES, LLC, FOR DEBRIS MONITORING AND CONSULTING, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000.00); ADJUSTING THE 2024 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, HGACBuy Cooperative Contract HP08-21 solicited Requests for Proposals for hazard preparedness, planning, consulting, and recovery services;

WHEREAS, the Purchasing Department reviewed the solicitation and determined that it is in line with the City's Purchasing Policy and State law for professional services;

WHEREAS, the Purchasing Department requested qualifications from many of the vendors listed on HGACBuy Cooperative Contract HP08921;

WHEREAS, a selection committee was formed to evaluate the submissions of the responsive firms;

WHEREAS, Thompson Consulting Services, LLC was selected in accordance with Arkansas law and the City's Purchasing Policy for the procurement of professional services; and

WHEREAS, this agreement is for debris monitoring and consulting to assist with FEMA compliance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Thompson Consulting Services, LLC to provide debris monitoring and consulting, in an amount not to exceed two hundred thousand dollars (\$200,000.00);

Section 2: The 2024 Budget is hereby adjusted to appropriate five hundred thousand dollars (\$500,000.00) from General Fund into Account #101010-43710 – Contracts;

Section 3: The remaining monies will be used to fund other storm related expenses that are of a time sensitive nature;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE REQUIREMENT FOR A CONDITIONAL USE PERMIT FOR SHIPPING CONTAINERS FOR STORAGE PURPOSES; SUSPENDING THE FEE FOR THE BUSINESS REGISTRY; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the major weather event in Bentonville on May 26, 2024, caused significant property damage; and

WHEREAS, the City of Bentonville wishes to ease recovery efforts for its businesses and residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the requirement for a conditional use permit for shipping containers used for storage purposes as set forth in Appendix B Zoning Code, Sec. 601.25(c) is hereby suspended between May 26, 2024, and July 31, 2024;

Section 2: All storage units without a conditional use permit must be removed by August 1, 2024, or will be required to obtain a Conditional Use Permit;

Section 3: That the fee to register a business, as set forth in Ord. No. 2023-274, is hereby suspended between May 26, 2024, and July 31, 2024;

Section 4 - Emergency Clause: The need to suspend these portions of Ord. No. 2023-274 and Appendix B Zoning Code, Sec. 601.25(c) is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval; expiring on July 31, 2024;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):
