THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

FILED
AT 3:00 O'CLOCK PM
FEB 01 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

SERVICE CONTRACT

C-16-247-01-24

THIS CONTRACT is made and entered into this **24th** day of **January, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Tetra Tech, Inc.** ("Company").

WHEREAS, Company has proposed and agreed to provide Debris Monitoring & Recovery Services (the "Services") in accordance with the following:

a. H-GAC Request for Proposals (Proposal HP074-16) ("Proposal"), dated February 12, 2016,

b. Contractor Proposal (including Contractor Qualifications, Contractor Experience, Staff Qualifications, and Technical Approach),

c. Proof of Insurance

d. and Cost Proposal;

Whereas the Proposal, including Contractor Qualifications, Contractor Experience, Staff Qualifications, Technical Approach, and Cost Proposal "Proposal Package" are incorporated and attached as Exhibits A, B,C, and D;

WHEREAS, in recognition of and in consideration of Company's agreement to Perform the Services in accordance with the terms and conditions of the Proposal Packet, the Commissioners Court of County awarded the contract bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as the Primary provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The term of this Agreement shall begin on the date written above through **May 31, 2019** and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for two (2) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of

new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge

302 W. University Drive
Edinburg, Texas 78539

If to Company: Tetra Tech, Inc.
Attn: Betty Kamara, Contracts Manager
2301 Lucien Way, Suite 120
Maitland, FL 32751

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts

to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2017.**

COUNTY OF HIDALGO

Ramon Garcia, County Judge

Tetra Tech, Inc.

Jonathan Burgiel, Vice President

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY COMMISSIONERS' COURT ON: 1/24/17

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Exhibit A: H-GAC Request for Proposals Disaster Debris Clearance and Removal Services & Hidalgo County's RFP No. 16-247-09-22-YSS
Exhibit B: H-GAC Contractor Proposal (including Contractor Qualifications, Contractor Experience, Staff Qualifications, and Technical Approach)
Exhibit C: Proof of Insurance
Exhibit D: Cost Proposal

EXHIBIT "A"

H-GAC REQUEST FOR PROPOSAL DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES (PROPOSAL HP07-16)

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE: ☐ **BIDS** ☒ **PROPOSALS**

INVITATION NO.: **HP07-16** ISSUE DATE: **February 12, 2016**

CATEGORY: **All Hazards Preparedness, Planning, Consulting & Recovery Services**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 50 states across the nation.

Responses must be submitted in an original, one (1) copy and one (1) electronic copy and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 8, 2015
PRE-BID/PROPOSAL CONFERENCE:	January 20, 2016 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 12, 2016
BID/PROPOSAL RESPONSES DUE:	March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 10, 2016 @ 2:00 p.m. CT; H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	May 17, 2016
CONTRACT START DATE & TERM:	July 1, 2016 through June 30, 2019 (3 years)
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Aundre Petty** Phone: **713-993-2453** E-mail: **Aundre.Petty@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions
SECTION B - Product/Service Specific Requirements & Specifications (Final)
SECTION C - **HGACBuy** *FORMS* (Final)
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **HP07-16**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because **HGACBuy** is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

HGACBuy
THE SMART PURCHASING SOLUTION

SECTION A

GENERAL TERMS & CONDITIONS

FOR BIDS AND PROPOSALS

INVITATION NO.
DESCRIPTION:

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice

DOT = U.S. Department Of Transportation

EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain.**

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User.**

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror.**
- Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offerors**, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC.**
- Exercise any of these rights at any time without liability to any **Offeror.**

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

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.

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 – Product Specific of this Invitation.

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 part 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**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/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.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

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

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a **"Published Option"**; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an **"Unpublished Option".** Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty 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.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

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

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception or **Offeror**'s Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. Handwritten and illegible entries may be rejected. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with copies of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants 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 is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **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.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor.** The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor, EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User,** collected by **Contractor,** and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User, Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be 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.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. 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.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product 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 shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

b. 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. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

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 shall 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.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty 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**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

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.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

All Hazards Preparedness, Planning, Consulting & Recovery Services
SECTION B – PRODUCT/SERVICE SPECIFIC & RESPONSE REQUIREMENTS

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1. PURPOSE

HGACBuy, the Cooperative Purchasing Program of the **Houston-Galveston Area Council of Governments (H-GAC)** is issuing this Request For Proposal (RFP) for the provision of professional planning, consulting services and interim recovery services in the areas of Homeland Security, Emergency Response, Disaster Recovery and All Hazards Planning. Our intention is to establish a contract(s) with qualified and cost effective provider(s) who will furnish such services, under a three year blanket contract, which will be made available to **H-GAC** or any of our 6000 + local government and qualified non-profit cooperative purchasing members (**End Users**) throughout the United States.

It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If **Offeror(s)** awarded a contract by way of this solicitation does not hold a HUB designation/certification, then **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. Therefore, we will be looking for **Offeror(s)** that have comprehensive service capabilities and a broad geographic reach.

The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

Our expectation is that **End Users** purchasing covered services through our Program will receive high quality services and work products more cost effectively and in a timelier manner than they would if they did their own procurement.

2. SCOPE OF REQUIRED SERVICES

This RFP is intended to encompass professional planning, advising, consulting and continuity of operation activities which may fit in the broadly defined scope as described below. These may include, but not be limited to, such functions as: studying, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other related work.

The broad service categories to be addressed are:

a. **Homeland Security, Disaster Preparedness and Emergency Response & Recovery,** including areas such as emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning,

data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

b. **Continuity of Operations and Recovery Services related to All Hazards,** including areas such as fire and water damage restoration, mold mitigation and remediation, industrial cleaning, electronics and equipment and document and vital records recovery/restoration. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) Program and the Community Development Block Grant (CDBG) Program. This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

3. CONTRACT PERIOD

The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be July 1, 2016, and shall remain in effect for three (3) years with an end date of June 30, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.

4. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program especially for our **End Users** at the local, state, and national levels. Commitments such as;

- **Corporate Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** is the primary offering to state and local government agencies and a nationwide commitment whenever applicable.
- **Pricing Commitment** – A commitment that **HGACBuy** pricing shall be lower and better than what would ordinarily be offered to a single government agency, large school district or regional cooperative and a further commitment that, if a state or local agency is eligible for lower pricing through a state, regional or local contract, the **Offeror** will match the pricing.
- **Sales Commitment** – A commitment that the **Contractor** will aggressively market **HGACBuy** locally and/or nationwide, whenever applicable and that the sales force will be trained, engaged and committed to offering **HGACBuy** to state and local agencies. Also, a further commitment that all **HGACBuy** sales be accurately and timely reported to **H-GAC**.

Offeror understands and agrees that this RFP is being issued based on the potential needs of the Members of **HGACBuy**, and that **H-GAC** has made no representation that any services may ever be purchased. **Offeror** further understands and agrees that any cost borne by **Offeror** which arises from the **Offerors** performance hereunder shall be at the sole risk and responsibility of **Offeror**.

5. LAW, REGULATIONS AND STANDARDS

All services performed pursuant to this RFP and any subsequent contract must fulfill the current planning requirements, applicable laws, regulations and/or rules promulgated by the Emergency Management Accreditation Program (EMAP), the Federal Emergency Management Agency (FEMA), the National Incident Management System (NIMS) or any other Federal, State or Local agency having jurisdiction as regards to such services. **Offeror/Contractor** further agrees that any work performed under an **H-GAC** contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

6. PROVISION OF SERVICE

If federal funds are anticipated to be used for the compensation of services under this agreement, **End User** shall consult with relevant procurement guidelines prior to entering into any contract or **End User**/Service Agreement with **Contractor**.

NOTE: **When using federal funding, competition is required among the pool of H-GAC Contractors. End Users must survey at least three (3) H-GAC Contractors prior to entering into a contract/Service Agreement with Contractor.**

a) On request of **End User**, **Contractor** shall provide a written quote based on their **H-GAC** contract products and or services offerings and pricings. **End User** shall have the right to accept or reject the quote and/or to request changes to the quote for re-evaluation. **End User** may also request an oral presentation or presentation of other physical evidence of **Contractor's** capabilities.

b) **End User** and **Contractor** shall be free to negotiate terms and pricing other than as stipulated in the base **H-GAC** contract. In that regard, **Contractor** shall be allowed and encouraged to discount pricing for large or extended projects, and to offer retainer type or time based Service Agreements. In any event, the transaction shall still be considered as falling under the umbrella of the **H-GAC** contract.

c) **End User** will send a purchase order/purchase document to **Contractor** as mutually agreed upon between the parties and **Contractor** will provide the ordered products services.

d) **Contractor** will be assessed an Order Processing Charge of 1.5% on the total billed amount for all services provided through any **HGACBuy** contract.

e) **Contractor** will submit required quarterly reports to **H-GAC** no later than the 30th day of the month following the end of the reported quarter. The report will list all billed activity for the previous quarter showing **End User** name, date, products and or services delivered/provided to **End User**, purchase amount for each **End User**, **H-GAC** Order Processing Charge amount and grand total of report.

f) **Contractor** shall promptly remit the Order Processing Charge to **H-GAC**. Remittance of payment to **H-GAC** shall be made based on the periodic quarterly reporting as stated above.

g) In the interest of **End User** satisfaction and efficient use of resources, **H-GAC** desires to maintain contracts only with active **Contractors** providing satisfactory services to Members. In that regard contracts may be monitored, and subsequently terminated or allowed to expire without renewal if, in **H-GAC's** opinion, activity is insufficient to warrant continuation.

NOTE: **It is the Offerors responsibility to take Order Processing Charge into consideration when preparing the proposal, by building the charge into the offered pricing accordingly.**

7. END USER/SERVICE AGREEMENTS

Agreements between **End Users** and **Contractor** must be in accordance with **H-GAC** procedures. **Contractor** shall furnish a copy of any **End User**/Service Agreement and/or purchase order. Agreements/POs may not be modified, waived, discharged, terminated, amended, altered, or changed in any way except by written mutual agreement between **Contractor** and **End User**. Mutually agreed upon changes may be made to the agreement to address specific requirements, credit terms, and/or other unique circumstances relating to the needs of the **End User**. **Offeror** shall include a copy of such proposed agreement(s), if any, with any proposal to this RFP.

8. STRUCTURE OF PROPOSAL AND REQUIRED INFORMATION

Responsible **Offeror** shall provide straightforward, concise information that satisfies the requirements noted herein. Emphasis should be placed on conformity to **H-GAC's** instructions, requirements of this RFP, and completeness and clarity of content. The following core areas must be addressed specifically in any proposal to this proposal:

a) This RFP is intended as a basis for selection of experienced and qualified **Contractor(s)** to provide products and or services falling within the scope of this RFP. In that regard, **Offeror** shall be required to submit a proposal that provides all information requested and conforms to the requirements outlined herein.

NOTE: If any requirement herein conflicts with any requirement for proposal detailed in Section A, Section B shall supersede the Section A requirement.

b) **Offeror** shall provide a printed original plus one printed copy of the proposal, each contained in a separate hard sided three-ring binder. The binders shall be labeled "Original" and "Copy", and shall be organized in tabbed sections as described below. In each tabbed Section, **Offeror** shall provide all requested information as applicable to the products and or services being offered, formatted at **Offerors** discretion unless otherwise indicated. **Offeror** shall also provide an "Electronic Copy" of the complete proposal on a CDRom, DVD, or thumb drive, in native Word, Excel or PDF format, and submitted in the "Copy" of the proposal. All **H-GAC** Forms and **Offerors** pricing, provided in the "Electronic Copy", shall be submitted in Excel format only.

c) **Offeror** may submit a response encompassing both Scope A & Scope B (see Tab C for more details).

Tab A – Required H-GAC Forms and End User Agreement (if applicable)

1. Completed and signed **H-GAC Form A, Form B, Form C, Form H** and **Form CIQ** (if applicable).
2. In the event you require an **End User**/Service Agreement rather than a purchase order to secure your products and or services, furnish a sample of any such agreement you propose to execute with an **End User** purchasing your products and or services pursuant to an **H-GAC** contract.

NOTE: Tab A and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab B – Business Viability and Capability

1. Company's Official registered name including brief company history, ownership, organization and year established.
2. Geographic coverage, including:
    a. Corporate office location
    b. Total number of employees within the company
    c. Map and or listing of sales and or service office locations
    d. **H-GAC Form I** (Vendor Questionnaire)
3. Include a list of subcontractors that **Offeror** would obtain to provide products and or services related to this procurement. Include subcontractors:
    a. Name
    b. Address
    c. Phone number
    d. HUB designation/certification (DBE, MBE, etc.) if applicable
    e. Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.
4. **Offeror** shall include a HUB summary document explaining how **Offeror** plans to foster small business participation in order to assist **HGACBuy** Members meet any mandated HUB goals. If **Offeror** holds a HUB designation/certification, summary document does not need to be provided.
5. Gross revenue for each of the last three completed fiscal years (2013, 2014 & 2015).
6. The name of five (5) large and five (5) small government clients.
7. The name of five (5) government references including:
    a. Agency name and address
    b. Contact name
    c. Title
    d. Telephone number
    e. Email address
    f. Years products and or services were provided
    g. Type of products and or services provided

NOTE: Tab B and all its contents shall be included in the first tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).

Tab C –Services and Rates

1. Describe in detail all products, services and/or solutions being offered. It is the understanding of **H-GAC** that equipment provided during the effort of any recovery project may be new or used and shall not be purchased under the terms of this procurement.

   If Offeror submits a response encompassing both Scopes A & B, only one response binder needs to be provided. However, each scope/offering should clearly be tabbed (SCOPE A and SCOPE B) for easy identification under Tab C.
2. Provide complete pricing for all products, services and/or solutions being offered. **Pricing must be included in the "Original", "Copy" and "Electronic Copy." All pricing provided in the "Electronic Copy" shall be submitted in Excel format only.** Pricing may be submitted as Catalog Pricing and/or Price List. Multiple percentage discount structure is acceptable. **Offeror** must specify where different percentage discounts apply.

   Pricing might include: A schedule of job titles/classifications and proposed rates for each; charges for in-house materials and services e.g.; supplies, faxes, copies, photo scans, etc.; company policy for charging of reimbursable third party expenses; flat rates for specific activities; etc. The objective is to cover all possible cost. If awarded a contract, the charges for all products, services, and/or solutions provided to **End Users**, must be able to be verified by **H-GAC** procurement staff against your proposal.

   Offeror is encouraged to include any Value Added Products and/or Services that **Offeror** currently performs in their normal course of business that is not included in the scope of the specification. Value Added Products and/or Services descriptions may include: training, manuals, software solutions, etc. Pricing must also accompany descriptions.

NOTE: **By submission of a Response to this RFP, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers through any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.**

NOTE: **Tab C and all its contents shall be included in the second tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).**

Tab D – Marketing Plan

Offeror shall provide a written, point-by-point narrative, explaining in detail what efforts your company will make to pro-actively market and promote an **H-GAC** contract to local government and non-profit **End Users** nationwide (i.e., the development of a co-brand marketing campaign), if awarded. Specifics might include such things as sales calls, types of marketing materials, mail-outs, etc.

NOTE: **Tab D and all its contents shall be inserted in the third tabbed section of your response (reference Section A - Subset 27(m), page 12 of 19).**

9. EVALUATION OF PROPOSALS

H-GAC staff will carefully review all proposals submitted to determine the extent to which they comply with requirements herein, and to which **Offeror(s)** best meet the needs of **HGACBuy End Users**. **H-GAC** may choose to use competitive negotiations to develop the final contract(s) with qualified **Offeror(s)**.

Proposals will be evaluated in two stages. The **first stage** will be a general evaluation of the completeness of all required **H-GAC** Forms, other required documentation and overall structure of proposal **(Pass/Fail).** Proposals deemed to be responsive will then be passed to the second stage.

The **second stage** will be scored using the criteria below, with a maximum score of 100 points. The approach and criteria are those that are applicable to a competitive negotiated procurement whereby proposals are evaluated to

determine which proposals are within a Competitive Range. Criteria descriptions are not meant to be exhaustive and **H-GAC** may use any obtainable relevant information in the evaluation process.

Offeror(s) with a score of at least 75 points may be eligible for contract award recommendation, at **H-GAC's** sole discretion. Discussions and negotiations may then be carried out with **Offeror(s)** within the Competitive Range, after which Best and Final Offers (BAFOs) may be requested. However, **H-GAC** may select a proposal(s) for award without any discussions or negotiations or request for any BAFOs.

Any modification to the initial proposal made by **Offeror** in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by **H-GAC** according to the same requirements and criteria as the initial proposal. **H-GAC** will make appropriate adjustments to the initial scores for any sub-criteria and criteria that have been affected by any proposal modifications made by the BAFOs.

H-GAC will choose the **Offeror**(s) that it finds to be most advantageous to **HGACBuy End Users**, based upon the evaluation criteria. The results of the evaluations and the selection of a proposal(s) for any award will be documented.

If an award recommendation is made and approved by **H-GAC's Board of Directors**, the **Offeror(s)** may be invited to execute a contract, again at **H-GAC's** sole discretion.

Evaluation Criteria Table

Criteria Description	Possible Point Award
A. H-GAC FORMS, other required documentation and overall completeness of Proposal:	**Pass/Fail**
B. Business Viability and Capability:	**45**
C. Services and Rates:	**45**
D. Marketing Plan	**10**
Total:	**100**

---------- End of Section B ----------

HGACBuy
THE SMART PURCHASING SOLUTION

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form H:	Summary of Services
Form I:	Vendor Questionnaire
Form W-9:	Request for Taxpayer Identification Number and Certification

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: HP07-16

Invitation Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror Company: _____
(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____
Street/PO Box City State & Zip

Physical Address: _____
Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB 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. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By (Name):	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST | **Procurement No.:** HP07-16

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-responsive.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

	This Response Includes:	**Init.**
1	An "**Original**" hard copy of the **COMPLETE** submission, including all required **H-GAC FORMS** plus one "**Copy**", each in a separate **hard-sided** 3-ring binder.	
2	A copy of the **COMPLETE** submission, including all required **H-GAC FORMS** in **electronic format** (CD, DVD, flash drive). **All Forms must be submitted in the original Excel / PDF format.**	
3	**Offerors pricing** included in the **"Original, Copy and Electronic Copy."** Pricing provided in **Electronic Copy must be submitted in Excel Format.**	
4	An original signed **Form A** from all entities who are party to this submission and who should be offered a contract if this submission is successful. Completed **unsigned copy** of **Form A** must also be included in **Electronic Copy**.	
5	HUB summary document explaining how **Offeror** will assist **HGACBuy Members** meet any mandated HUB goals (if **Offeror** is not a HUB). If Offeror is a HUB, indicate "N/A" in the box to the right.	
6	Copy of **End User**/Service Agreement (if applicable) you propose to execute with an **End User** pursuant to and **H-GAC** contract.	
7	The required list of **References**.	
9	A complete description of Offerors **"Service Organization"**, detailing geographic locations, business hours, personnel and service availability.	
10	A complete **W-9** - Request for Taxpayer Identification Number and Certification Form.	
11	**Form CIQ**, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: **https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm** . If Form **CIQ** does not apply, put "N/A" in the box to the right.	
12	If the **Non-Resident Reciprocal Bid Act** applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A" in the box to the right.	

FORM H - Summary of Services	Procurement No. HP07-16
TITLE:	
OFFEROR:	

All Hazards Preparedness, Planning, Consulting & Recovery Services

A completed copy of this form **must be provided with Submission**. On the table below, **Offeror** shall list the types of products/services/solutions being offered. Offeror shall also provide a short summary detailing the types of products/services/solutions being offered. Offeror may **NOTE: This language will be posted on our website for your products/services/solutions offerings if awarded a contract.**

Types of Services/Solutions/Products Offered	Detail Summary (Quick summary of your offerings for this proposal)

Tab B – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Respondent must indicate any and all states where products and services can be offered.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hampshire
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Jersey
☐ 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

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL,** Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR,** having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of _____ offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:_____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:_____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into 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 of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER. 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** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, 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 **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, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **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. **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, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: 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 Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, 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, lost 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 Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, 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, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract 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 this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **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 Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract 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 Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the 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.

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

Signed for **Houston-Galveston Area Council,** Houston, Texas:_____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas:_____
Deidre Vick, Director of Public Services
Date:_____, 20___

Signed for_____ _____

Printed Name & Title:_____ Date:_____ 20___

Attest for_____ _____

Printed Name & Title:_____ Date:_____, 20___

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Addendum To Invitation To Submit Competitive Proposals - HP07-16

From : Aundre Petty <Aundre.Petty@h-gac.com> Wed, Feb 24, 2016 02:29 PM
Subject : Addendum To Invitation To Submit Competitive Proposals - HP07-16 2 attachments
To : Aundre Petty <Aundre.Petty@h-gac.com>
Cc : Brian Denzel <Brian.Denzel@h-gac.com>, Loleta Chappel <Loleta.Chappel@h-gac.com>, Public Services Contracts Section <PublicServicesContractsSection@h-gac.com>, Santosh Puttappa <Santosh.Puttappa@h-gac.com>

To: All Prospective Offerors of Record
Re: Addendum To Invitation To Submit Competitive Proposals

Invitation No.: **HP07-16**
Addendum No.: 1
Product/Service: **All Hazards Preparedness, Planning, Consulting & Recovery Services**
Responses Due: **March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock**

NOTE: **This Addendum modifies the Invitation and in accordance with the requirements therein, it is understood that by submitting a Response hereto, Offeror acknowledges receipt of this Addendum. Offerors bear sole responsibility for making themselves aware of, requesting, and ensuring receipt of any Invitation or Addendum issued by H-GAC. H-GAC is not liable or responsible in any way for any Offerors knowledge and/or receipt of the Invitation, or any Addendum which might be issued hereto.**

NOTE: **A copy of this Addendum should be placed in the Response in accordance with the requirements stated in the Invitation.**

Addendum: This Addendum is being issued to amend H-GAC's Invitation To Submit Competitive Proposals – HP07-16 – All Hazards Preparedness, Planning, Consulting & Recovery Services as follows:

Procurement Schedule & Details (cover page of complete Invitation):

- The Contract Start Date has been changed from July 1, 2016 to June 1, 2016.
- The End Date has been changed from June 30, 2019 to May 31, 2019.
- The Terms of the contract will remain 3 years.
- Please find attached the new Procurement Schedule & Details which replaces the original

Procurement Schedule & Details.

Contract Period (Section B, Subset 3 (page 2 of 6)):

- New language for Subset 3 - Contract Period, reads as follow:
  - The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be June 1, 2016, and shall remain in effect for three (3) years with an end date of May 31, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.
- Please find attached the new Section B, Subset 3 – Contract Period (page 2 of 6) which replaces the original Section B, Subset 3 – Contract Period.

This is the end of Addendum No. 1 for HP07-16, All Hazards Preparedness, Planning, Consulting & Recovery Services. This will be the final addendum for Invitation To Submit Competitive Proposals – HP07-16.

Aundre Petty, CTPM
Specifications Specialist
Cooperative Purchasing
Houston Galveston Area Council
3555 Timmons Lanes, Suite 120
Houston, Tx 77027
Direct: 713-993-2453
Fax: 713-993-4548
Toll Free: 800-926-0234
aundre.petty@h-gac.com
www.HGACBuy.org
Helping Governments Across the Country Buy

HP07-16 Addendum No. 1-Invitation to Submit Competitive Proposals.pdf
30 KB

HP07-16 Addendum No. 1-Section B-Subset 3.pdf
26 KB

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	☐ **BIDS** ☒ **PROPOSALS**
INVITATION NO.: **HP07-16**	ISSUE DATE: **February 12, 2016**
CATEGORY: **All Hazards Preparedness, Planning, Consulting & Recovery Services**	

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 6,000 member local governments, districts, agencies in 50 states across the nation.

Responses must be submitted in an original, one (1) copy and one (1) electronic copy and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	December 8, 2015
PRE-BID/PROPOSAL CONFERENCE:	January 20, 2016 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	February 12, 2016
BID/PROPOSAL RESPONSES DUE:	March 10, 2016 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	March 10, 2016 @ 2:00 p.m. CT; H-GAC Conference Room B
RECOMMENDATIONS TO BOARD:	May 17, 2016
CONTRACT START DATE & TERM:	June 1, 2016 through May 31, 2019 (3 years)
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Aundre Petty** Phone: **713-993-2453** E-mail: **Aundre.Petty@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions
SECTION B - Product/Service Specific Requirements & Specifications (Final)
SECTION C - **HGACBuy** *FORMS* (Final)
SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP). This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

b. **Continuity of Operations and Recovery Services related to All Hazards,** including areas such as fire and water damage restoration, mold mitigation and remediation, industrial cleaning, electronics and equipment and document and vital records recovery/restoration. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) Program and the Community Development Block Grant (CDBG) Program. This description is not meant to be limiting. Rather, we are interested in securing **Contractors** that can provide a broad range of services related to this general scope.

3. CONTRACT PERIOD

The commencement date of a contract for **Offerors** whom have been awarded contracts resulting from this proposal will be June 1, 2016, and shall remain in effect for three (3) years with an end date of May 31, 2019. At that time, **H-GAC** shall have the option to renew the contract, under the same terms and conditions for up to two (2) one-year extensions when agreed upon by all parties concerned in writing. Active **End User** Service Agreements, in place at contract termination, shall continue in full force and effect through the term stipulated in the agreement. **H-GAC** Order Processing Charges will no longer continue to be due after contract expiration.

4. COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program especially for our **End Users** at the local, state, and national levels. Commitments such as;

- **Corporate Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** is the primary offering to state and local government agencies and a nationwide commitment whenever applicable.
- **Pricing Commitment** – A commitment that **HGACBuy** pricing shall be lower and better than what would ordinarily be offered to a single government agency, large school district or regional cooperative and a further commitment that, if a state or local agency is eligible for lower pricing through a state, regional or local contract, the **Offeror** will match the pricing.
- **Sales Commitment** – A commitment that the **Contractor** will aggressively market **HGACBuy** locally and/or nationwide, whenever applicable and that the sales force will be trained, engaged and committed to offering **HGACBuy** to state and local agencies. Also, a further commitment that all **HGACBuy** sales be accurately and timely reported to **H-GAC**.

Offeror understands and agrees that this RFP is being issued based on the potential needs of the Members of **HGACBuy**, and that **H-GAC** has made no representation that any services may ever be purchased. **Offeror** further understands and agrees that any cost borne by **Offeror** which arises from the **Offerors** performance hereunder shall be at the sole risk and responsibility of **Offeror**.

5. LAW, REGULATIONS AND STANDARDS

All services performed pursuant to this RFP and any subsequent contract must fulfill the current planning requirements, applicable laws, regulations and/or rules promulgated by the Emergency Management Accreditation Program (EMAP), the Federal Emergency Management Agency (FEMA), the National Incident Management System (NIMS) or any other Federal, State or Local agency having jurisdiction as regards to such services. **Offeror/Contractor** further agrees that any work performed under an **H-GAC** contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

REQUEST FOR PROPOSALS FOR
DEBRIS MONITORING & RECOVERY SERVICES

RFP No. 16-247-09-22-YSS

Hidalgo County is requesting a proposal from your firm as qualified through HGAC to provide services for "Debris Monitoring & Recovery Services". Proposals must be submitted to yvette.salinas@co.hidalgo.tx.us by 11:00 am (Central Time) on Thursday, September 22, 2016.

Please see below information pertaining to such.

PROPOSAL SUBMISSIONS FORMAT

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals/quotes submitted.

The purpose of the Proposal/Quote is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

Transmittal Letter:

A transmittal letter must be submitted with the proposal which shall include:

1) The RFP/Q subject and number.

2) Name of the firm responding, including mailing address, business address if different, e-mail address, telephone number, and name of contact person or persons.

3) The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

Qualifications of the Contractor

1) Provide a description and history of the firm along with providing information related to previous governmental experience.

2) Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

Contractors Experience

1) Documented knowledge and experience of Federal, State and Local emergency agencies, emergency programs of each, funding sources and reimbursement sources.

2) Recent experience managing incident disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner/hanger/stump removal programs, processing site monitoring, and FEMA and FHWA reimbursements

3) List up to five (5) SIMILAR PROJECTS for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST 5 YEARS, which most closely match the scope of services in this RFP. Provide the reference contact name, address, e-mail address, telephone numbers and date of the project.

Qualifications of the Staff

1) Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operation managers, FEMA reimbursement specialist, etc.) Those listed must be full time employees and have experience in the following:

2) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a similar project area, or larger, as Hidalgo County.

3) Documented knowledge and experience of Federal, State, and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate staff has the experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Technical Approach

1) Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and Hidalgo County Provide a copy of proposer's internal training program.

Cost Proposal

1) The Cost Proposal and Fee Schedule will be evaluated on the (fully loaded) hourly rates submitted on the Fee Proposal for any labor positions listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) must be approved by Hidalgo County prior to the Contractor incurring such costs, and such will be billed to Hidalgo County at cost without any addition of overhead, administrative costs, or price increases applied.

EXHIBIT "B"

CONTRACTOR PROPOSAL (INCLUDING CONTRACTOR QUALIFICATIONS, CONTRACTOR EXPEREINCE, STAFF QUALIFICATIONS, AND TECHNICAL APPROACH)

Hidalgo County, Texas

TETRA TECH

Debris Monitoring & Recovery Services
RFP No. 16-247-09-22-YSS

Proposal | Original | September 2016

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- List of Services Available Under HGAC Bid HP07-16

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TETRA TECH

Electronic Submittal

Subject: **Debris Monitoring & Recovery Services (RFP No. 16-247-09-22-YSS)**

Dear Members of the Evaluation Committee:

Tetra Tech, Inc. is honored to submit the enclosed information regarding providing debris monitoring and consulting services for the County of Hidalgo (County). With over $2.5 billion in annual revenue, more than 16,000 employees, and extensive debris monitoring experience in Texas, Tetra Tech has both the financial and staffing resources to successfully provide disaster management consulting services to the County. Tetra Tech is a recognized leader in disaster debris monitoring nationwide and is well suited to assist the County for the following reasons:

- **Extensive Past Experience with Hidalgo County.** For the past eight years, Tetra Tech has served as Hidalgo County's debris monitoring firm and has assisted the County following several storms, including Hurricane Dolly, Tropical Storm Alex, and the May 2015 severe storms and flooding. During the most recent project in May of 2015, Tetra Tech deployed a project team ready to begin truck certifications within 24 hours of notice to proceed. Through Tetra Tech's experience working with the County, we have established best management practices for the documentation of water relocation services needed by the County.
- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted ***over 300 local and state government clients across the nation*** with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the recovery of ***over 69 million cubic yards (CYs) of debris***, resulting in excess of ***$3.5 billion in reimbursable costs*** to our clients. Our staff of industry experts will apply the necessary project controls to efficiently document and complete fieldwork and provide follow-up support, including appeal development and closeout audit support required months or even years after the completion of fieldwork. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including the City of Galveston, Texas (Hurricane Ike); Bastrop County, Texas (Wildfires); the States of North Carolina and Virginia (Hurricane Irene); the State of New Jersey (Hurricane Sandy); and Boulder County, Colorado (Flooding).
- **Unmatched Texas Debris Management Experience.** Our team has assisted over 100 communities in Texas with response and recovery efforts following Hurricanes Ike, Dolly, and Rita; the 2011 Texas Drought and Wildfires; the May and October 2015 Floods; and the 2016 Severe Weather Events. Our team has monitored the collection, removal, and Federal Emergency Management Agency (FEMA) reimbursement of over ***16.8 million CYs of disaster-generated debris in Texas***. As a result, we have an in-depth understanding of the challenges the County's debris operations may face. Key members of our staff also train local governments around the state on debris management issues for organizations such as the North Central Texas Council of Governments, Houston-Galveston Area Council, Texoma Council of Governments, Capital Area Council of Governments, Texas Public Works Association, and the Texas Division of Emergency Management Conference. In addition, our team has assisted in developing disaster debris management plans and other emergency management plans for numerous Texas communities, including Collin County, City of Dallas, City of DeSoto, Fort Bend County, Brazoria County, the City of Grand Prairie, Parker County, and the City of Corpus Christi, among others.
- **Local Project Management Team.** Our team of nationally recognized experts in the field of response and recovery includes ***John Buri, who has been extensively involved in numerous emergency management***

Tetra Tech, Inc.
2901 Wilcrest Drive, Suite 400, Houston, TX 77042
Tel 321-441-8500 Fax 321-441-8501 tetratech.com

and recovery missions in Texas since 2007. Due to established working relationships throughout Texas with groups like Texas Division of Emergency Management (TDEM), FEMA Region VI, and Texas Commission on Environmental Quality (TCEQ), Mr. Buri will be able to provide the County with unique knowledge and practical understanding of planning, reimbursement, and monitoring that will greatly assist the County in future responses if disaster strikes again. With seven offices throughout Texas, our team is able to respond to the County within minutes, not hours. These multidisciplinary offices support both public and private sector clients throughout Texas on an array of projects in the disaster and non-disaster space. Due to our local presence, Tetra Tech is available to the County before, during, and after disaster strikes.

- **Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ will give the County real-time debris collection tracking that provides accurate and timely reporting to County stakeholders. RecoveryTrac™ was designed to provide real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and street-level pass maps, which will meet the unique data needs of the County. ***In addition, RecoveryTrac™ was approved by the United States Army Corps of Engineers (USACE) and meets their specifications for ADMS technology.*** The specifications set forth by the USACE are designed to support the largest and most devastating disasters. Our team successfully implemented use of RecoveryTrac™ for Hays County, Texas (2015 Flood), City of Houston (2015 Flood & 2011 Drought), Boulder County, Colorado (2013 Flooding), and St. John the Baptist Parish, Louisiana (Hurricane Isaac) within the past five years.
- **FEMA and TDEM Relationships Through Past Work History.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA PA reimbursement costs incurred by our clients. Key members of our team include **Mr. John Buri**, who has provided reimbursement and audit support to FEMA Region VI and TDEM since 2005, and **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. These individuals frequently meet with state officials and FEMA Region IV on matters related to reimbursement policies.

Tetra Tech would be honored to serve as the County's debris monitoring and consulting services provider for this important project. We are fully prepared to provide the high quality service Hidalgo County expects. For questions regarding this response, please feel free to contact the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm.

Technical representative:
Mr. John Buri
2901 Wilcrest Drive, Suite 400, Houston, TX 77042
(832) 251-5197 | (713) 737-5763
john.buri@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120, Maitland, FL 32751
(407) 803-2551 | (321) 441-8501 (f)
betty.kamara@tetratech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel, Vice President
2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8510 | (321) 441-8501 (f)
jonathan.burgiel@tetratech.com

Section 1: Qualifications of the Contractor

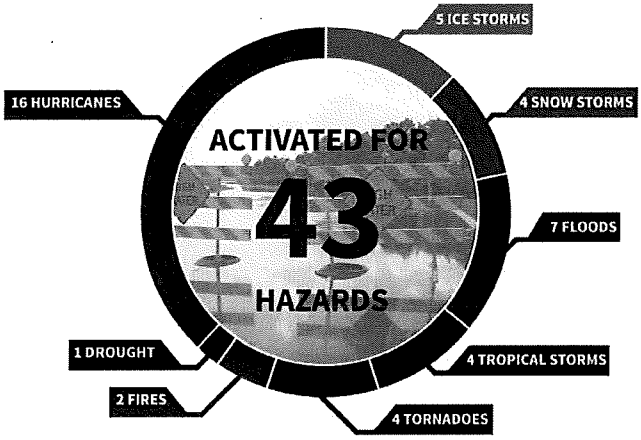
QUALIFICATIONS OF THE CONTRACTOR

DESCRIPTION AND HISTORY OF THE FIRM

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; disaster recovery, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 16,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

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

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over $3.5 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***69 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.***



Within our proposal, we demonstrate the following:

- We are qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Texas over the past 10 years.
- We have extensive experience providing the County with program management and monitoring services following debris-generating events such as Hurricane Dolly, Tropical Storm Alex, and the May 2015 severe storms and flooding.
- We are committed to providing the County with skilled resources within the time frames specified by the County, as evidenced by the depth of experience of our senior management team and project management team and their historical performance across Texas.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 13 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within Texas.

- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the County. ***Our ADMS technology also has the capability to monitor and document specialized programs such as water relocation.***
- We have the financial resources and cash flow for a large and long-term recovery effort.

FINANCIAL STABILITY

Tetra Tech is a financially sound and successful firm with fiscal year 2015 annual revenues of more than $2.3 billion and approximately 16,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Report has been included at the end of this section. However, a complete copy of our financial reports can be provided upon request.

Fed Tax ID: 95-4148514
DUNS: 178599221

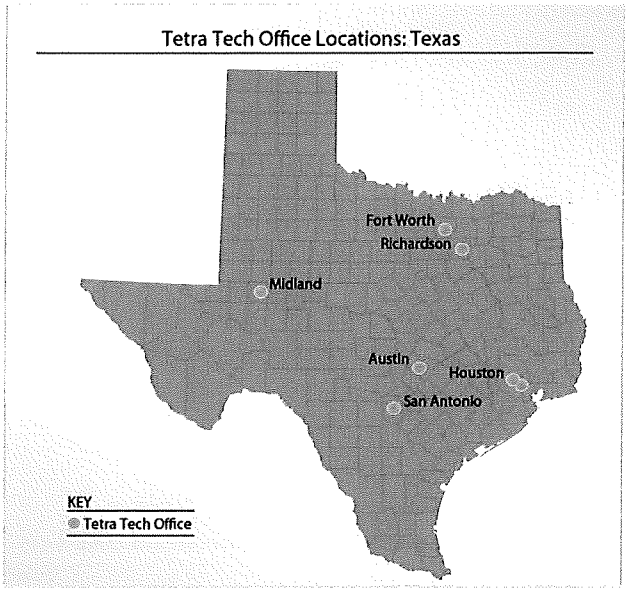
LOCAL PRESENCE FACILITATES A RAPID MOBILIZATION

In the aftermath of a disaster, time is critical. Each crucial minute that slips by could result in higher costs and longer down times. Minimizing the impact of a disaster calls for an emergency management partner with the resources to mobilize a swift, efficient response in hours, not days.

Tetra Tech's national network of resources includes ***seven offices throughout Texas.*** Our project team can utilize these office locations as necessary to immediately respond to the County's need for personnel and resources following a disaster. These local offices may be used for office space, on-site IT personnel, communication resources, or staging of mobile trailers and equipment if necessary.

Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Exhibit 1-1: Texas Office Locations



KNOWLEDGE AND EXPERTISE IN DEBRIS MANAGEMENT

Recent Debris Monitoring Experience

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. One of the keys to maintaining readiness in the field of disaster response and recovery is remaining active year-round. **Our team has responded to 16 major disaster declarations since 2011, totaling over 85 clients throughout the country.** Exhibit 1-2 provides an abbreviated experience matrix for projects conducted since 2011. *Tetra Tech can provide additional information upon request. Profiles and references*

from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.

Exhibit 1-2: Experience Matrix (2011–2016)

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 1,481 | Total Clients – 2															
Ascension Parish, LA	2016	Ongoing	■	■	■							■	■	■	■
Iberville Parish, LA	2016	Ongoing	■	■	■							■	■	■	■
WILDFIRES – 2016															
Total Cubic Yards of Debris – 2,875 | Total Clients – 2															
Kern County, CA	2016	Ongoing	■	■	■	■	■	■		■		■	■	■	■
Monterey County, CA	2016	T&M[1]	■					■				■	■	■	■
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 313,800 | Total Clients – 6															
Brazoria County, TX	2016	19,000	■	■	■							■	■	■	■
City of Houston, TX	2016	193,951	■	■	■							■	■	■	■
Harris County, TX	2016	39,940	■	■	■							■	■	■	■
Montgomery County, TX	2016	53,208	■	■	■							■	■	■	■
Waller County, TX	2016	1,294	■	■	■							■	■	■	■
General Land Office, TX	2016	6,395	■	■	■							■	■	■	■
WILDFIRES – 2015															
Total Cubic Yards of Debris – 38,000 | Total Clients – 2															
Lake County, CA	2015	38,000	■	■	■		■	■		■		■	■	■	■
Calaveras County, CA	2015	Ongoing	■	■	■		■	■		■		■	■	■	■
SEVERE STORMS – 2015															
Total Cubic Yards of Debris – 8,800 | Total Clients – 3															
Friendswood, TX	2015	8,800	■	■	■							■	■	■	■
Hays County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■

[1] Time and materials contract documentation

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
Caldwell County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■
FLOODING – 2015*															
Total Cubic Yards of Debris – 293,750 | Total Clients – 10 | Representative Projects															
City of Houston, TX	2015	240,725	■	■	■							■	■	■	■
Hidalgo County, TX	2015	T&M	■	■	■							■	■	■	■
Hays County, TX	2015	10,900	■	■	■	■	■					■	■	■	■
Town of Wimberley, TX	2015	18,922	■	■	■	■	■					■	■	■	■
Caldwell County, TX	2015	1,320	■	■	■	■	■					■	■	■	■
City of San Marcos, TX	2015	5,590	■	■	■	■	■					■	■	■	■
FLOODING – 2014															
Total Cubic Yards of Debris – 10,000 | Total Clients – 1															
Escambia County, FL	2014	10,000	■	■	■							■	■	■	■
TORNADO – 2014															
Total Cubic Yards of Debris – 179,851 | Total Clients – 2															
Limestone County, AL	2014	104,256	■	■	■	■	■					■	■	■	■
Blount County, AL	2014	75,595	■	■	■	■	■					■	■	■	■
ICE STORM – 2014															
Total Cubic Yards of Debris – 1,041,047 | Total Clients – 7															
Augusta-Richmond County,	2014	645,970	■	■	■	■	■					■	■	■	■
Sumter County, SC	2014	104,722	■	■	■	■	■					■	■	■	■
Dorchester County, SC	2014	91,850	■	■	■	■	■					■	■	■	■
Barnwell County, SC	2014	85,703	■	■	■	■	■					■	■	■	■
Colleton County, SC	2014	61,883	■	■	■	■	■					■	■	■	■
City of Sumter, SC	2014	35,424	■	■	■	■	■					■	■	■	■
Hampton County, SC	2014	15,495	■	■	■		■					■	■	■	■
FLOODING – 2013															
Total Cubic Yards of Debris – 140,000* | Total Clients – 1															
Boulder County, CO	2013	140,000*	■	■	■	■	■		■			■	■	■	■

* On-going debris collection operations

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
ICE STORM – 2013															
Total Cubic Yards of Debris – 100,664 | Total Clients - 1															
City of Rapid City, SD	2013	100,664	■	■	■		■	■				■	■	■	■
ICE STORM – 2013															
Total Tons of Debris – 79,925 | Total Clients – 1															
City of Sioux Falls, SD	2013	79,925*	■	■	■		■	■				■	■	■	■
HURRICANE SANDY – 2012															
Total Cubic Yards of Debris – 272,931 | Total Clients – 13 | Representative Projects															
New Jersey Department of Environmental Protection	2012	193,706	■	■	■	■			■		■	■	■	■	■
Borough of Sayreville, NJ	2012	27,800	■	■	■	■		■				■	■	■	■
Town of Fairfield, CT	2012	13,300	■	■	■	■	■					■	■	■	
HURRICANE ISAAC – 2012															
Total Cubic Yards of Debris – 721,672 | Total Clients – 5 | Representative Projects															
Jefferson Parish, LA	2012	270,136	■	■	■		■	■				■	■	■	
St. John the Baptist Parish,	2012	225,000	■	■	■	■	■	■				■	■	■	■
City of New Orleans, LA	2012	177,443	■	■	■		■	■				■	■	■	
TROPICAL STORM DEBBY – 2012															
Total Cubic Yards of Debris – 7,253 | Total Clients – 3 | Representative Projects															
Clay County, FL	2012	3,777		■	■							■	■		
Pasco County, FL	2012	2,583		■	■							■	■		
HURRICANE IRENE – 2011															
Total Cubic Yards of Debris – 573,200 | Total Clients – 22 | Representative Projects															
Dare County, NC	2011	145,700		■	■							■	■	■	
VA Dept. of Transportation	2011	132,600		■	■		■					■	■	■	
Lenoir County, NC	2011	127,000		■	■							■	■	■	
City of Virginia Beach, VA	2011	55,600		■	■		■					■	■	■	
Henrico County, VA	2011	26,950		■	■		■					■	■	■	
TEXAS DROUGHT & WILDFIRES – 2011															
Total Cubic Yards of Debris – 990,868 | Total Clients – 2															
Bastrop County, TX	2011	773,068		■	■		■			■		■	■	■	

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
City of Houston, TX	2011	271,800		■	■		■					■	■	■	■
NOR'EASTER (WINTER STORMS) – 2011															
Total Cubic Yards of Debris – 1,787,201 | Total Clients – 19 | Representative Projects															
CT Dept. of Transportation	2011	436,410		■	■		■					■	■	■	
Town of West Hartford, CT	2011	321,682		■	■		■					■	■	■	
Town of South Windsor, CT	2011	234,764		■	■		■					■	■	■	
Town of Enfield, CT	2011	189,090		■	■							■	■	■	
Town of Manchester, CT	2011	153,575		■	■		■					■	■	■	
TORNADOES – 2011															
Total Cubic Yards of Debris – 61,458 | Total Clients – 4 | Representative Projects															
USACE/Elmore County, AL	2011	33,220		■	■		■								
USACE/Tuscaloosa County, AL	2011	18,878		■	■		■								

** Cubic yardage volume converted from tons using FEMA conversion ratio*

Large-Scale Debris Monitoring Experience

Our team understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments. We have monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***13 debris removal projects in excess of 1 million CYs of debris.***

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. *Exhibit 1-3 summarizes our team's experience serving as the prime contractor on large-scale debris monitoring projects for over 500,000 CYs of debris in the past 10 years.* Our services under these engagements included environmental permitting, DMS monitoring, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 1-3: Summary of Our Large-Scale Debris Monitoring Activations

Client	Disaster	Year	Cubic Yards Monitored
Escambia County, Florida	Hurricane Ivan	2004	5,385,084
City of Pensacola, Florida	Hurricane Ivan	2005	1,381,670
Santa Rosa County, Florida	Hurricane Dennis	2005	1,708,085
Escambia County, Florida	Hurricane Dennis	2005	1,589,182
Jefferson County, Texas	Hurricane Rita	2005	1,448,027
City of Gulfport, Mississippi	Hurricane Katrina	2005	2,891,220
Harrison County, Mississippi	Hurricane Katrina	2005	2,494,971
City of Waveland, Mississippi	Hurricane Katrina	2005	512,820
Miami-Dade County, Florida	Hurricane Wilma	2005	2,571,871
City of Pembroke Pines, Florida	Hurricane Wilma	2005	919,200
City of Plantation, Florida	Hurricane Wilma	2005	796,369
City of Fort Lauderdale, Florida	Hurricane Wilma	2005	614,711
City of Boca Raton, Florida	Hurricane Wilma	2005	585,351
City of Hollywood, Florida	Hurricane Wilma	2005	585,331
City of Miramar, Florida	Hurricane Wilma	2005	513,127
Town of Amherst, New York	Buffalo Snow Storm	2006	778,421
City of Springfield, Missouri	Midwest Snowstorms	2007	1,442,727
Greene County, Missouri	Midwest Snowstorms	2007	572,319
City of Norman, Oklahoma	Midwest Ice Storm	2007	536,581
Hidalgo County, Texas	Hurricane Dolly	2008	628,307
City of Houston, Texas	Hurricane Ike	2008	5,469,167
Harris County, Texas	Hurricane Ike	2008	2,395,475
City of Bolivar, Texas	Hurricane Ike	2008	2,699,683
City of Galveston, Texas	Hurricane Ike	2008	1,810,857
Galveston County, Texas	Hurricane Ike	2008	859,496
City of Baytown, Texas	Hurricane Ike	2008	817,603
City of Beaumont, Texas	Hurricane Ike	2008	747,901
Montgomery County, Texas	Hurricane Ike	2008	697,441
Chambers County, Texas	Hurricane Ike	2008	630,234
Orange County, Texas	Hurricane Ike	2008	616,527
Bastrop County, Texas	Texas Drought and Wildfires	2011	773,068
Augusta-Richmond County, Georgia	Winter Storm Pax	2014	645,970

Section 1: Qualifications of the Contractor

Form 10-K, FY 2015

TETRA TECH

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Fiscal Year Ended September 27, 2015
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the Transition Period from _____ to _____

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**95-4148514**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107
(Address of principal executive offices) (Zip Code)

(626) 351-4664
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, $.01 par value	**The NASDAQ Stock Market LLC**
(Title of class)	(Name of exchange)

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer (Do not check if a smaller reporting company) ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 27, 2015, was $1.4 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 9, 2015, 59,027,058 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2016 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders of Tetra Tech, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows present fairly, in all material respects, the financial position of Tetra Tech, Inc. and its subsidiaries at September 27, 2015 and September 28, 2014, and the results of their operations and their cash flows for each of the three years in the period ended September 27, 2015, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2015 based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting, appearing under Item 9A of this Form 10-K. Our responsibility is to express opinions on these financial statements, on the financial statement schedule and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

Los Angeles, California
November 20, 2015

TETRA TECH, INC.
Consolidated Balance Sheets
(in thousands, except par value)

ASSETS	September 27, 2015	September 28, 2014
Current assets:		
Cash and cash equivalents	$ 135,326	$ 122,379
Accounts receivable – net	636,030	701,892
Prepaid expenses and other current assets	42,125	52,256
Income taxes receivable	10,294	22,076
Total current assets	823,775	898,603
Property and equipment – net	64,906	73,864
Investments in and advances to unconsolidated joint ventures	1,886	2,140
Goodwill	601,379	714,190
Intangible assets – net	40,332	63,095
Other long-term assets	26,964	24,512
Total assets	$ 1,559,242	$ 1,776,404
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 150,284	$ 175,952
Accrued compensation	103,866	110,186
Billings in excess of costs on uncompleted contracts	93,989	103,343
Deferred income taxes	20,787	20,387
Current portion of long-term debt	11,904	10,989
Estimated contingent earn-out liabilities	609	3,568
Other current liabilities	69,003	79,436
Total current liabilities	450,442	503,861
Deferred income taxes	34,759	28,786
Long-term debt	180,972	192,842
Long-term estimated contingent earn-out liabilities	3,560	3,462
Other long-term liabilities	32,711	34,397
Commitments and contingencies (Note 18)		
Equity:		
Preferred stock – Authorized, 2,000 shares of $0.01 par value; no shares issued and outstanding at September 27, 2015 and September 28, 2014	–	–
Common stock – Authorized, 150,000 shares of $0.01 par value; issued and outstanding, 59,381 and 62,591 shares at September 27, 2015 and September 28, 2014, respectively	594	626
Additional paid-in capital	326,593	402,516
Accumulated other comprehensive loss	(143,171)	(42,538)
Retained earnings	672,309	651,475
Tetra Tech stockholders' equity	856,325	1,012,079
Noncontrolling interests	473	977
Total equity	856,798	1,013,056
Total liabilities and equity	$ 1,559,242	$ 1,776,404

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Revenue	$ 2,299,321	$ 2,483,814	$ 2,613,755
Subcontractor costs	(580,606)	(623,896)	(588,923)
Other costs of revenue	(1,402,925)	(1,577,481)	(1,757,842)
Selling, general and administrative expenses	(170,456)	(187,298)	(199,732)
Contingent consideration – fair value adjustments	3,113	58,694	9,560
Impairment of goodwill and other intangible assets	(60,763)	–	(56,600)
Operating income	87,684	153,833	20,218
Interest income	680	804	1,003
Interest expense	(8,043)	(10,294)	(8,689)
Income before income tax expense	80,321	144,343	12,532
Income tax expense	(41,093)	(35,668)	(14,038)
Net income (loss) including noncontrolling interests	39,228	108,675	(1,506)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Net income (loss) attributable to Tetra Tech	$ 39,074	$ 108,266	$ (2,141)
Net income (loss) attributable to Tetra Tech per share:			
Basic	$ 0.64	$ 1.68	$ (0.03)
Diluted	$ 0.64	$ 1.66	$ (0.03)
Weighted-average common shares outstanding:			
Basic	60,913	64,379	64,544
Diluted	61,532	65,146	64,544
Cash dividends paid per share	$ 0.30	$ 0.14	$ –

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Comprehensive Income (Loss)
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Net income (loss) including noncontrolling interests	$ 39,228	$ 108,675	$ (1,506)
Other comprehensive loss, net of tax:			
Foreign currency translation adjustments	(98,287)	(45,480)	(28,817)
Gain (loss) on cash flow hedge valuations	(2,489)	1,029	(389)
Other comprehensive loss, net of tax	(100,776)	(44,451)	(29,206)
Comprehensive income (loss) including noncontrolling interests	(61,548)	64,224	(30,712)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Foreign currency translation adjustments, net of tax	143	55	47
Comprehensive income attributable to noncontrolling interests	(11)	(354)	(588)
Comprehensive income (loss) attributable to Tetra Tech	$ (61,559)	$ 63,870	$ (31,300)

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Equity
Fiscal Years Ended September 29, 2013, September 28, 2014, and September 27, 2015
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT SEPTEMBER 30, 2012	63,837	$ 638	$ 433,009	$ 31,017	$ 554,306	$ 1,018,970	$ 897	$ 1,019,867
Comprehensive income, net of tax:								
Net income (loss)					(2,141)	(2,141)	635	(1,506)
Foreign currency translation adjustments				(28,770)		(28,770)	(47)	(28,817)
Loss on cash flow hedge valuations				(389)		(389)		(389)
Comprehensive income (loss), net of tax						(31,300)	588	(30,712)
Distributions paid to noncontrolling interests							(445)	(445)
Stock-based compensation			8,775			8,775		8,775
Stock options exercised	899	9	14,872			14,881		14,881
Shares issued for Employee Stock Purchase Plan	253	3	5,548			5,551		5,551
Stock repurchases	(855)	(9)	(19,991)			(20,000)		(20,000)
Tax expense for stock options			886			886		886
BALANCE AT SEPTEMBER 29, 2013	64,134	641	443,099	1,858	552,165	997,763	1,040	998,803
Comprehensive income, net of tax:								
Net income					108,266	108,266	409	108,675
Foreign currency translation adjustments				(45,425)		(45,425)	(55)	(45,480)
Gain on cash flow hedge valuations				1,029		1,029		1,029
Comprehensive income, net of tax						63,870	354	64,224
Distributions paid to noncontrolling interests							(417)	(417)
Dividends					(8,956)	(8,956)		(8,956)
Stock-based compensation			10,374			10,374		10,374
Stock options exercised	1,263	13	22,956			22,969		22,969
Shares issued for Employee Stock Purchase Plan	246	2	5,597			5,599		5,599
Stock repurchases	(3,052)	(30)	(79,970)			(80,000)		(80,000)
Tax expense for stock options			460			460		460
BALANCE AT SEPTEMBER 28, 2014	62,591	626	402,516	(42,538)	651,475	1,012,079	977	1,013,056
Comprehensive income, net of tax:								
Net income					39,074	39,074	154	39,228
Foreign currency translation adjustments				(98,144)		(98,144)	(143)	(98,287)
Loss on cash flow hedge valuations				(2,489)		(2,489)		(2,489)
Comprehensive income (loss), net of tax						(61,559)	11	(61,548)
Distributions paid to noncontrolling interests							(515)	(515)
Dividends					(18,240)	(18,240)		(18,240)
Stock-based compensation			10,926			10,926		10,926
Stock options exercised	510	5	8,985			8,990		8,990
Shares issued for Employee Stock Purchase Plan	243	3	5,200			5,203		5,203
Stock repurchases	(3,963)	(40)	(100,460)			(100,500)		(100,500)
Tax benefit for stock options			(574)			(574)		(574)
BALANCE AT SEPTEMBER 27, 2015	59,381	$ 594	$ 326,593	$ (143,171)	$ 672,309	$ 856,325	$ 473	$ 856,798

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Cash flows from operating activities:			
Net income (loss) including noncontrolling interests	$ 39,228	$ 108,675	$ (1,506)
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Depreciation and amortization	44,201	54,540	62,605
Loss on settlement of foreign currency forward contract	–	–	270
Equity in income of unconsolidated joint ventures	(5,131)	(2,804)	(3,461)
Distributions of earnings from unconsolidated joint ventures	5,252	2,724	4,458
Stock-based compensation	10,926	10,374	8,775
Excess tax benefits from stock-based compensation	(172)	(904)	(886)
Deferred income taxes	8,412	(145)	(11,468)
Provision for doubtful accounts	(1,034)	1,467	13,818
Impairment of goodwill and other intangible assets	60,763	–	56,600
Fair value adjustments to contingent consideration	(3,113)	(58,694)	(9,560)
Foreign exchange (gain) loss	(275)	(104)	754
Lease termination costs and related asset impairment	342	2,416	7,188
(Gain) loss on disposal of property and equipment	(6,014)	58	(287)
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable	40,345	(32,020)	87,367
Prepaid expenses and other assets	12,970	(4,481)	(11,782)
Accounts payable	(26,901)	31,772	(34,191)
Accrued compensation	(7,676)	(4,728)	(16,385)
Billings in excess of costs on uncompleted contracts	(10,319)	23,833	(16,830)
Other liabilities	(6,868)	(9,315)	21,489
Income taxes receivable/payable	7,911	4,712	(19,218)
Net cash provided by operating activities	162,847	127,376	137,750
Cash flows from investing activities:			
Capital expenditures	(24,296)	(19,404)	(27,545)
Payments for business acquisitions, net of cash acquired	(11,680)	(30,251)	(171,349)
Payment in settlement of foreign currency forward contract	–	–	(4,177)
Receipt in settlement of foreign currency forward contract	–	–	3,907
Changes in restricted cash	4,530	–	470
Proceeds from sale of property and equipment	10,426	4,594	2,089
Payment received on note for sale of operation	–	3,900	–
Net cash used in investing activities	(21,020)	(41,161)	(196,605)
Cash flows from financing activities:			
Payments on long-term debt	(75,459)	(4,379)	(171,400)
Proceeds from borrowings	64,794	–	296,389
Payments of earn-out liabilities	(3,199)	(18,663)	(33,672)
Payment of debt issuance costs	(1,457)	–	(2,136)
Distributions paid to noncontrolling interests	(515)	(417)	(445)
Excess tax benefits from stock-based compensation	172	904	886
Repurchases of common stock	(100,500)	(80,000)	(20,000)
Net proceeds from issuance of common stock	10,825	23,834	15,993
Dividend paid	(18,240)	(8,956)	–
Net cash provided by (used in) financing activities	(123,579)	(87,677)	85,615
Effect of foreign exchange rate changes on cash	(5,301)	(5,464)	(2,303)
Net increase (decrease) in cash and cash equivalents	12,947	(6,926)	24,457
Cash and cash equivalents at beginning of year	122,379	129,305	104,848
Cash and cash equivalents at end of year	$ 135,326	$ 122,379	$ 129,305
Supplemental information:			
Cash paid during the year for:			
Interest	$ 7,323	$ 8,293	$ 5,049
Income taxes, net of refunds of $5.4 million, $14.7 million and $6.7 million	$ 23,268	$ 28,092	$ 35,796

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business

We are a leading provider of consulting and engineering services that focuses on addressing fundamental needs for water, environment, infrastructure, resource management and energy. We typically begin at the earliest stage of a project identifying technical solutions to problems and developing execution plans tailored to our clients' needs and resources. Our solutions may span the entire life cycle of consulting and engineering projects and include applied science, research and technology, engineering, design, construction management, operations and maintenance, and information technology.

2. Basis of Presentation and Preparation

Principles of Consolidation and Presentation. The consolidated financial statements include our accounts and those of joint ventures of which we are the primary beneficiary. All significant intercompany balances and transactions have been eliminated in consolidation. Certain prior year amounts have been revised to conform to the current year presentation.

Fiscal Year. We report results of operations based on 52 or 53-week periods ending on the Sunday nearest September 30. Fiscal years 2015, 2014 and 2013 each contained 52 weeks.

Use of Estimates. The preparation of financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions. These estimates and assumptions affect the amounts reported in our consolidated financial statements and accompanying notes. Although such estimates and assumptions are based on management's best knowledge of current events and actions we may take in the future, actual results could differ materially from those estimates.

Revenue Recognition and Contract Costs. We recognize revenue for most of our contracts using the percentage-of-completion method, primarily based on contract costs incurred to date compared to total estimated contract costs. We generally utilize the cost-to-cost approach to estimate the progress towards completion in order to determine the amount of revenue and profit to recognize. Revenue and cost estimates for each significant contract are reviewed and reassessed quarterly. Changes in those estimates could result in recognition of cumulative catch-up adjustments to the contract's inception-to-date revenue, costs and profit in the period in which such changes are made. Changes in revenue and cost estimates could also result in a projected loss that would be recorded immediately in earnings. For fiscal years 2015, 2014 and 2013, we recognized net unfavorable operating income adjustments of $8.9 million, $35.9 million and $40.1 million, respectively, due to changes in estimates. As of September 27, 2015 and September 28, 2014, we recorded a liability for anticipated losses of $10.5 million and $18.6 million, respectively. The estimated cost to complete the related contracts as of September 27, 2015 was $54.7 million.

Certain of our contracts are service-related contracts, such as providing operations and maintenance services or a variety of technical assistance services. Our service contracts are accounted for using the proportional performance method under which revenue is recognized in proportion to the number of service activities performed, in proportion to the direct costs of performing the service activities, or evenly across the period of performance depending upon the nature of the services provided.

We recognize revenue for work performed under three major types of contracts: fixed-price, time-and-materials and cost-plus.

Section 2: Contractor's Experience

CONTRACTOR'S EXPERIENCE

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the Federal Emergency Management Agency (FEMA) organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

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

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated $280 million in federal grants—the largest grant application in Boulder County's history.

Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado

Moreover, Tetra Tech maintains a full-time staff to assist our clients in obtaining reimbursement. **Mr. Dick Hainje**, former regional administrator of FEMA Region VII, has been responsible for deploying and managing over 2,000 emergency management employees following disasters and created a long-term community recovery process for FEMA Region VII. Mr. Hainje has assisted our clients with navigating the reimbursement process and obtaining clarification on FEMA policies. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event, where he was the regional administrator in charge of over 1,000 FEMA employees deployed to this event.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA close-out officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over $3.5 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Parks debris removal
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Right-of-Way Debris Removal

Our team has assisted 52 clients across the state following numerous disasters monitor ROW debris removal and disposal of vegetative and construction and demolition (C&D) debris. Each project required our team to coordinate closely with state and federal partners including the Texas Commission on Environmental Quality (TCEQ), Texas Division of Emergency Management (TDEM), Texas Department of Transportation (TxDOT), General Land Office (GLO), FEMA Region VI, U.S. Environmental Protection Agency (EPA) Region VI, NRCS, and U.S. Fish and Wildlife.

- Alvin, City of
- Angleton, City of
- Bastrop County
- Bayou Vista, City of
- Beaumont, City of
- Bellaire, City of
- Blanco County
- Brookside Village, City of
- Caldwell County
- Cameron County
- Chambers County
- China, City of
- Clear Lake, City of
- Clute, City of
- Deer Park, City of
- Dickenson, City of
- El Lago, City of
- Freeport, City of
- Friendswood, City of
- Galveston County
- Groves, City of
- Hardin County
- Harris County
- Hays County
- Hidalgo County
- Houston, City of
- Jamaica Beach, City of
- Jefferson County
- Kemah, City of
- La Marque, City of
- Lumberton, City of
- Manvel, City of
- Martindale, City of
- Montgomery County
- Nederland, City of
- Nome, City of
- Orange, City of
- Orange County
- Pearland, City of
- Port Arthur, City of
- Port Neches, City of
- San Marcos, City of
- Santa Fe, City of
- Seabrook, City of
- Silsbee, City of
- Sour Lake, City of
- Sugarland, City of
- Texas Department of Transportation – Beaumont District
- Texas State University
- Tiki Island, City of
- West University, City of
- Wimberley, Town of

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Private Property/Right-of-Way Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 3-4 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 3-4: PPDR and Demolition Program Management

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close-Out	Data Management
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close-Out	Data Management
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. ***Our team members monitored the removal and disposal of 26,800 hazardous trees and hangers for the City of Augusta following 2014 Winter Storm Pax.*** Exhibit 3-5 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 3-5: Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Augusta, Georgia	2014 Winter Storm Pax	26,800
City of Rapid City, South Dakota	2013 Ice Storm	8,000
City of Sioux Falls, South Dakota	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County, Virginia	2011 Hurricane Irene	15,500
Texas Department of Transportation	2011 Texas Drought and Wildfires	5,800
City of Raleigh, North Carolina	2011 Tornado	7,500
Arkansas Game and Fish Commission	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
Terrebonne Parish, Louisiana	2008 Hurricane Gustav	14,500
City of Norman, Oklahoma	2007 Midwest Ice Storm	26,800
Greene County, Missouri	2007 Midwest Snow Storm	53,900
Genesee County, New York	2006 Ice Storm	9,100
Town of Amherst, New York	2006 Ice Storm	32,700

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Fort Lauderdale, Florida	2005 Hurricane Wilma	20,400
Santa Rosa County, Florida	2005 Hurricane Dennis	13,700
Escambia County, Florida	2004 Hurricane Ivan	15,100

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. EPA is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. ***This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.*** For more information on our data management, please see please see **Section 4: Technical Approach.**

Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the County. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see **Section 4: Technical Approach.**

FEMA Appeal Assistance and Support

Our staff has an outstanding track record of getting our clients reimbursed, with more than 200 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

Furthermore, **due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist with FEMA/OIG audits and provide support during FEMA appeals even when we have**

had no involvement with the applicant during the recovery period. Our team of recovery experts is currently working with the Port of Galveston, Texas, to close-out Hurricane Ike-related projects. To date, we have been able to identify and capture over $80 million in previously unidentified or deobligated funding. The following are a few examples of areas in which our staff has successfully supported the appeals effort of our clients with FEMA:

- **South Broward Drainage District.** Following Hurricane Wilma, our team prepared an appeal in support of $4 million in reimbursement associated with lake erosion repairs made by the South Broward Drainage District. With our team's support, the South Broward Drainage District was fully reimbursed.
- **Lake County, Florida.** Our team supported the successful appeal of over $400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive geographic information system (GIS) analysis of all of the debris collected on the roads in question and was able to appeal the decision and obtain reimbursement from FEMA for these County-incurred costs.
- **Port of Galveston, Texas.** The Port of Galveston experienced extensive damage due to storm-induced erosion caused by Hurricane Ike surge that reached heights upward of 20 feet. The pier was not designed to withstand the water weight and rapid draw down of the water. As a result, the concrete sheet pile was damaged and caused the fill underneath the warehouse slab to wash out, thus compromising the support of the warehouse floor. The floor collapsed near the most significant voids underneath the base. FEMA deemed the damage ineligible due to subtle erosion that happened over time. The Port of Galveston, with the assistance of our team of experts, submitted an appeal for eligibility and won the appeal resulting in an approval of a $1.5 million for Pier 15. More importantly, the appeal approval has established precedence for the Port of Galveston's remaining Ike-damaged piers, enabling the Port of Galveston to apply for an additional $80 million of funding due to damage caused by Hurricane Ike previously deemed ineligible.

PROJECT PROFILES

Similar to the services being requested by the County, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following project is a representative example of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County within the past five years.

Disaster Debris Program Management
Jefferson Parish, Louisiana

On August 28, Hurricane Isaac, the fourth hurricane of the 2012 Atlantic hurricane season, made landfall in southern Louisiana. Prior to becoming a hurricane, Isaac attained one of the lowest barometric pressure measurements of any storm below hurricane strength since record keeping began. The longevity of hurricane conditions across the Parish led to prolonged power outages, localized flooding, and ground saturation that subsequently led to massive amounts of downed trees, broken limbs, and flood debris from residences.

In the days prior to landfall, Tetra Tech's senior management team began mobilizing to the area and was in coordination with Jefferson Parish to establish an immediate response plan, identify reporting needs, and establish temporary debris storage and reduction sites (TDSRS). Within 4 days of activation, Tetra Tech had hired and trained 250 local residents to monitor and document debris removal operations. Tetra Tech worked with Jefferson Parish officials to establish protocols for ROW debris removal, hazardous waste debris clearance, public/citizen convenience drop-off site management, and daily reporting requirements.

To expedite debris removal operations, officials segregated Jefferson Parish into two unique debris collection operations (East Bank & West Bank) with separated debris haulers. Tetra Tech was able to successfully manage the concurrent operations with careful regard to collection data tracking to keep debris hauler records separate for each bank.

Additionally, Tetra Tech was tasked with debris removal monitoring in the Towns of Lafitte and Grand Isle. Tetra Tech was able to successfully overcome several logistical challenges associated with remote locations of the two projects while still providing superior services to both towns.

Currently, Tetra Tech's project close-out specialists are assisting Jefferson Parish with preparing FEMA PA Grant Program and FHWA Emergency Relief (ER) Program grant applications, project worksheet data compilation, final damage inspections, and overall project close-out.

Reference:

Ms. Marnie Winter, Director, Environmental Affairs
4901 Jefferson Hwy., Suite E, Jefferson, LA 70121
Phone: (504) 736-6440 | Email: JPEnvironmental@jeffparish.net

Disaster Program Management & Financial Recovery Services
Fort Bend County, Texas – 2016 Flooding Event

On May 30, 2016, a devastating flood impacted Fort Bend County, causing damage and debris across the County. Tetra Tech was tasked by the County to provide program management and monitoring services. The Tetra Tech field team certified 28 hauling units that removed over 48,000 cubic yards of flood debris within the County. RecoveryTrac™ ADMS was used to monitor and document debris removal activities within the County and three other municipalities that requested the County's assistance through an interlocal government agreement.

We are our proud of our long-term relationship with Fort Bend County, whom we have assisted since 2007 in a variety of capacities, including debris management after 2008 – Hurricane Ike, plan writing, and exercises. We continue to stand "at the ready" in the event the County needs our service in the future.

Reference:
Mr. Jeff Braun, Emergency Management Coordinator
307 Fort Street, Richmond, TX 77469
Phone: (281) 342-6185 | Email: oem@co.fort-bend.tx.us

Disaster Debris Management Services
City of Friendswood, Texas

In the early morning hours of October 31, 2015, an EF2 tornado severely damaged several Friendswood homes and left public roads blocked by downed trees, powerlines, and other debris. Within 12 hours of the disaster, Tetra Tech responded to the City, sending a project manager immediately to the site. The project manager was able to assess the damage and meet with Friendswood officials. Upon notice to proceed, our firm mobilized a local team of debris monitors and established our ADMS for the City, focusing on the tornado path boundaries. Through the RecoveryTracTM portal, City officials were able to observe the contracted debris hauler in real time, track task orders, and administer assistance to the citizens of Friendswood affected by the incident.

The City of Friendswood, Texas is a long-time client, and our firm has maintained contact and assisted the City in times of normalcy in addition to pre and post-disaster situations. Since 2007, Tetra Tech has supported the City on multiple projects, including debris monitoring after Hurricane Ike in 2008, Community Development Block Grant - Disaster Recovery (CDBG-DR) application development, and most recently, disaster debris monitoring in 2015.

Reference:
Brian Mansfield, Assistant Emergency Management Coordinator
1600 Whitaker Drive, Friendswood, TX 77546
Phone: (832) 875-2365 | Email: b.mansfield@ci.friendswood.tx.us

Disaster Debris Program Management
Montgomery County, Texas

Situated just 40 miles north of Houston and encompassing 1,047 square miles, Montgomery County is one of the fastest growing counties in the nation. The County was severely impacted when Hurricane Ike made landfall in September of 2008. The County activated Tetra Tech to provide program management and monitoring services.

The Tetra Tech team quickly mobilized an experienced debris management team, and over the next three months, Tetra Tech worked closely with County to monitor and document debris removal efforts for federal reimbursement. Tetra Tech successfully monitored and documented the removal of 3,782 hazardous hangers, 1,189 hazardous trees, and 684,252 cubic yards of disaster debris.

In the years following Hurricane Ike, Tetra Tech has worked with the County to plan for and prepare for future disasters. Most recently, Tetra Tech was activated by the County to monitor and document debris removal activities following the April 2016 Texas floods. The current program is being documented using our automated debris management system (ADMS) technology, RecoveryTrac™.

Reference:

Ms. Miranda Hahs, Senior EM/Homeland Security Planner
9472 Airport Road, Conroe, TX 77303
Phone: (936) 523-3903 | Email: Miranda.hahs@mctx.org

Disaster Debris Program Management
Blanco, Caldwell, & Hays Counties, Texas

During the month of May 2015, Texas experienced one of the most severe weather events in state history, culminated by a record-breaking flood outbreak on Memorial Day weekend. An estimated 35 trillion gallons of rain fell during that time, enough to cover the entire state with 8 inches of water. Recognizing the devastating impacts that the weather events would have on local governments, Tetra Tech mobilized senior staff within hours of the first available damage reports. As flood waters began receding, our staff began field operations throughout the state, including eight projects in Central Texas that included Hays, Blanco, and Caldwell Counties, the most heavily impacted areas in the state.

Within 48-hours of a notice to proceed, Tetra Tech had fully staffed all eight projects with trained monitors, assisted in the opening of three Central Texas disposal locations, mobilized nearly 200 ADMS and began assisting our clients with FEMA PA coordination and debris hauler procurement. Our familiarity with our Texas clients coupled with our responsiveness allowed affected communities to maximize reimbursement while minimizing operational and project initiation delays that are typical of an unprepared firm.

Reference:

James Sultemeier, Precinct 2 Commissioner
P.O. Box 471, Johnson City, Texas 78636
Phone: 830-868-4471 | Email: blcomm2@co.blanco.tx.us

Section 3: Qualifications of the Staff

OVERVIEW OF STAFF EXPERIENCE

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over ***69 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.*** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***13 debris removal projects in excess of 1 million CYs of debris*** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event. ***Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster.***

PROFESSIONAL CERTIFICATIONS, TRAINING, AND LICENSING

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- Homeland Security Exercise and Evaluation Program (HSEEP)
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I

- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

PROPOSED STAFF

Senior Management Team

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

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to Richland County, South Carolina (Historic 1,000 Flooding Event), the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); Harris County, TX (Hurricane Ike); and Miami-Dade County (Hurricanes Katrina and Wilma), to name a few.
- **Mr. Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He is an expert in FEMA-Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 10-year career. This includes managing and documenting the removal of over 16 million CYs of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices. He has served as a debris specialist and grant consultant for state and local governments, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires.
- **Mr. Oliver Yao,** Program Manager/Debris Management Technical Advisor, has 10 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, and Sandy. Mr. Yao is currently responsible for the operational oversight of field projects, which includes automated debris management system (ADMS) implementation, logistics management, safety protocols, and senior management of data and reimbursement support. Mr. Yao has developed a team of seasoned data managers trained on the standard operating procedures he has developed to support project closeout and audit. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments in Florida with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Wilma. ***In May of 2015, Mr. Yao assisted Hidalgo County with water relocation documentation following the May 2015 severe storms and flooding.***
- **Mr. Jeff Dickerson** has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris

management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts.

- **Mr. John Buri,** FEMA Reimbursement Specialist, is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 14 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over $1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.
- **Mr. Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

Phil Ivey, Project Manager – Mr. Phil Ivey has overseen recovery operations in response to some the of country's largest debris-generating disasters, including Hurricanes Irene, Ike, Katrina, Wilma, Dennis, and Ivan and the 2015 flooding events in Texas. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all FEMA and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

As project manager for Hidalgo County, Mr. Ivey will be responsible for implementation of specific programs tasked by the County through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. He will serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities. ***Mr. Ivey assisted Hidalgo County with recovery efforts following Hurricane Dolly and Tropical Storm Alex and has a unique understanding of the County and operational needs.***

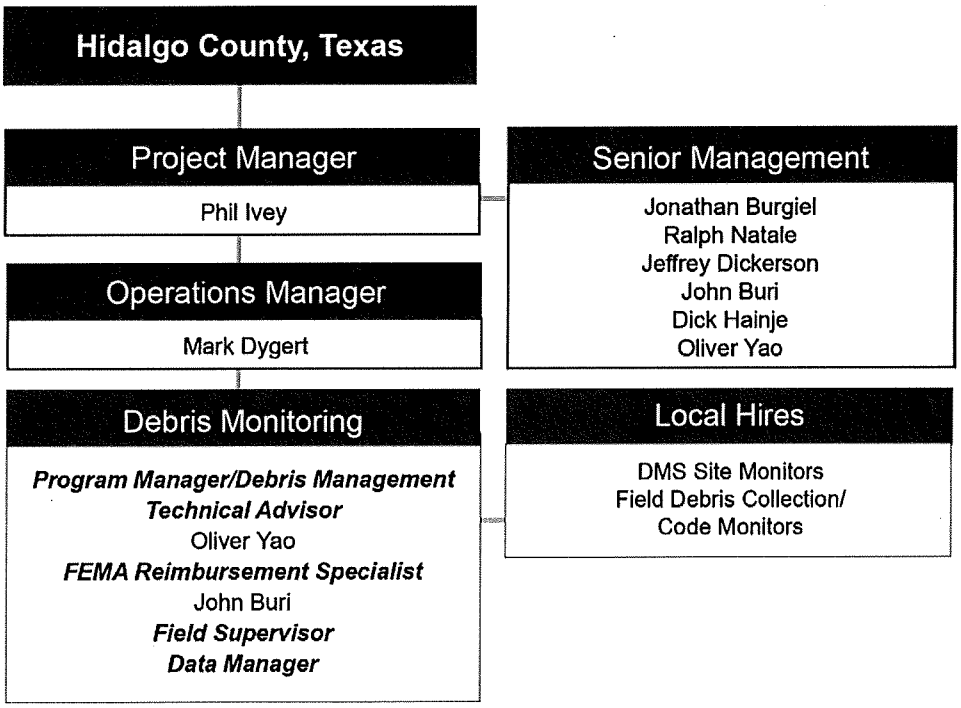
- **Mark Dygert,** Operations Manager – Mr. Mark Dygert is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has managed projects in Texas, Louisiana, Georgia, South Carolina, and New Jersey, where he was responsible for implementing schedules for the contractor and providing client support for FEMA and FHWA regulations and procedures. In 2015, Mr. Dygert was deployed as an ADMS operations manager for the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in

the City. Mr. Dygert assisted in the logistics and technical support of 130 ADMS units used by locally trained monitors to document the collection of over 300,000 CYs of debris. ***Most recently, Mark Dygert was deployed to Hidalgo County as an operations manager during the May 2015 severe storms and flooding event.***

As operations manager for Hidalgo County, Mr. Dygert will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

Exhibit 3-1 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 3-1: Project Team Organizational Chart



Section 3: Qualifications of the Staff

Résumés

TETRA TECH

TETRA TECH

Jonathan Burgiel

Vice President, Operations Manager

EXPERIENCE SUMMARY

As Vice President, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 31 years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

DISASTERS

- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

31 years

Senior Management (September 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2005-October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)

Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance

In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (September 2005-September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Mr. Burgiel provided assistance to the City of Pensacola in performing a range of storm debris removal monitoring and management activities for this $30 million debris removal process. Mr. Burgiel supervised debris removal efforts, including permitting of debris processing sites, collection and disposal site monitoring as required by FEMA, review and approval of contractor invoices, and the preparation of project worksheets required by FEMA for federal funding.

TETRA TECH

Ralph Natale
Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance on health and safety. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some the of country's largest debris-generating disasters, including Hurricanes Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 795,000 hazardous trees totaling over $370 million dollars of reimbursed invoices.

FEATURED EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike (June 2009–2016)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects, including:

YEARS OF EXPERIENCE

9 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

California | Valley and Butte Fire (October 2015–Present)
Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acers of forests and destroyed over 2,000 homes, with recovery costs of over $300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)
Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

City of Houston, Texas | Memorial Day Floods (May–August 2015)
Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)
Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program for the City of Houston. The program involved removing over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over $110 million in invoices and over $3 million in FHWA funds. Mr. Natale also helped reconcile and submit over $9 million in force account labor.

Mr. Natale has also served as a project manager or operations manager on the following projects:

- Winter Storm Pax | Augusta-Richmond County 2014
- Hurricane Gustav | Iberville Parish, Louisiana, 2008
- Hurricane Gustav | City of Central, Louisiana, 2008
- Hurricane Dolly | Hidalgo County, Texas, 2008
- Winter Storms | Town of North Tonawanda, New York, 2007
- Hurricane Wilma | Collier County, Florida, 2006
- Hurricane Wilma | Naples Airport, Florida, 2005
- Hurricane Wilma | City of Naples, Florida, 2005

TETRA TECH

Oliver Yao

Deputy Director, Post Disaster Programs
Program Manager/Debris Management Technical Advisor

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as the deputy director of post disaster programs for Tetra Tech, Inc. Mr. Yao has over nine years of industry experience in emergency management, response, and recovery. Mr. Yao is responsible for managing project staffing, financials, operations, and safety of the practice. In addition, Mr. Yao is also responsible for the firm's data management and documentation operations, including project oversight, project reporting, contractor invoice reconciliation, and project closeout and audit support. Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (May 2015–July 2015)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- Disaster Debris Management
- Health and Safety
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

Senior Management and Data Oversight (May 2014–August 2014)

Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Mr. Yao provided senior management and data oversight to two counties in the State of Alabama following severe storms and tornadoes that affected the area in May 2014. Mr. Yao was responsible for overseeing data management and project deliverables. Mr. Yao also provided the project manager operational and safety guidance.

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Regional Operations Manager (August 2012–December 2012)

City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

Emergency Management Consultant (September 2007–March 2010)

Escambia County, Florida | FEMA-Compliant Disaster Debris Management Plan

When Mr. Yao is not supporting response and program management activities, he assists in the development of FEMA-compliant DDMP. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

TETRA TECH

Jeffrey Dickerson

Director of Logistics and Application Systems

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a 20+ year military veteran with skills in leadership, training, and personnel development. As the Director of Logistics and Software Application Systems, Mr. Dickerson is responsible for the planning, deployment, and support of emergency response operations for the firm. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

Mr. Dickerson has led the development and support of our automated debris management system (ADMS), RecoveryTrac™. RecoveryTrac™ is a certified U.S. Army Corp of Engineers (USACE)-compliant suite of applications and mobile tools designed to simplify the collection of field documentation and increase the overall efficiency of monitoring debris removal efforts. He designed and developed the industry- leading RecoveryTrac™ GIS, which provides best in class reporting and analysis tools along with GIS web service based data feeds enabling direct integration into client GIS and emergency management systems.

Mr. Dickerson will also serve as GIS Specialist, and will be needed to support several functions during debris removal. Mr. Dickerson may be called on to produce maps or overlays as a quality control function of our data manager or project manager as custom reports are requested by the City. This work may also include field audits or analysis of disposal data as needed.

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2015–Present)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

YEARS OF EXPERIENCE

20 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

ADMS and Logistics Manager (May 2015–August 2015)
State of Texas | Severe Flooding Debris and Hazard Removal Program Management
Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)
City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management
Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)
States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management
Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (August 2012–July 2013)
St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management
Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

Logistics and Network Operations Manager (August 2011–June 2012)
States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring
Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

Data Operations Manager (September 2008–September 2011)
City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring
Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.

Data Operations Manager (August 2005–October 2006)
Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management
Mr. Dickerson was responsible for the setup and management of a 90-person data center. Mr. Dickerson provided database technical support to successfully track the documentation for over 5 million cubic yards of debris.

Quality Control Manager (September 2004–October 2007)
Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management
Mr. Dickerson provided quality control and fraud prevention support during Escambia County's debris removal operations. Mr. Dickerson performed volumetric truck certification, DMS quality control monitoring, and roving collection monitor supervision.

TETRA TECH

John Buri

Director, Post Disaster Programs
FEMA Reimbursement Specialist

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA HMGP

DISASTERS

- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados
- 1931 Hurricane Alex
- 1909 TN Floods
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1735 OK Ice Storm
- 1606 Hurricane Rita
- 1551 Hurricane Ivan
- 1545 Hurricane Frances

YEARS OF EXPERIENCE

14 years

EXPERIENCE SUMMARY

Mr. Buri is a director of post disaster programs for Tetra Tech, Inc., and a member of our senior management team. His experience over the past 14 years includes emergency management planning, disaster mitigation, response, and recovery consulting on behalf of cities, counties, regional planning councils, and state governments. Mr. Buri has performed a role of senior management oversight manager on 16 major disasters declarations for over 100 clients since 2007 representing over $1 billion in disaster related grants. Mr. Buri has a thorough understanding and practical application of industry best-practices and federal guidance governing such efforts including the Stafford Act, Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and disaster funding strategies for local and state governments. Mr. Buri is also part of our Incident Management Team (IMT) dedicated to responding to our stand-by clients as part of the team deployed to the impacted region prior to or immediately after a disaster, including being present in the client's emergency operations center (EOC) within 24-48 hours after each incident.

RELEVANT EXPERIENCE

Subject Matter Expert/Senior Management Oversight (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Buri is currently providing subject matter expertise and senior management to Boulder County, Colorado, following the devastating floods that occurred in September 2013. Mr. Buri is providing PA consulting, managing the County's HMGP, and assisting the County with Community Development Block Grant (CDBG) Disaster Recovery (DR) application support. In addition, he is also providing overall management on all debris recovery operational issues for the County.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and oversaw all disaster recovery operations, including leaner and hanger removal. In

addition, Mr. Buri worked with each community to ensure that all eligible reimbursement was captured and documented.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage NJDEP's waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight (October 2011-April 2012)

State of Connecticut | Winter Storm Alfred Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of Connecticut at the state emergency operations center (EOC) for Winter Storm Alfred. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms and operational and client support. Mr. Buri assisted in the management of12 individual local governments and 45 communities to collect more than 1.5 million cubic yards of vegetative debris and remove over 100,000 hazardous trees.

Senior Management Oversight/Client Liaison (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited project worksheets, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Management Oversight (August-December 2011)

State of North Carolina | Hurricane Irene Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of North Carolina following the impact of Hurricane Irene and was instrumental in all disaster recovery operations. Mr. Buri oversaw a variety of projects for all 16 of our North Carolina clients, including right-of-way debris removal and disposal, removal of dangerous hanging limbs and leaning trees, residential debris disposal, FHWA debris segregation, and FEMA reimbursement.

Regional Program Manager (September 2008–September 2010)

State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

TETRA TECH

Richard Hainje

Senior Advisor, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Hainje has spent his entire career in emergency management and has been involved in the deployment of almost every disaster over the last 30 years, including hurricanes, tornados, snow storms, and floods. He maintains strong relationships with state and federal partners, serves in a very critical role where he is involved in every stage of the disaster recovery process with every client, and has a deep passion for working with and assisting government entities with Federal Emergency Management Agency (FEMA) guidelines and federal funding. As a member of Tetra Tech's Incident Management Team (IMT), Mr. Hainje is dedicated to responding to our stand-by clients as part of the team deployed to the impacted region and focuses on providing senior management oversight to clients prior to or immediately after a disaster. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations.

As former regional administrator of FEMA Region VII for eight years, Mr. Hainje was responsible for the preparedness, response, recovery, and mitigation of all disasters in Kansas, Iowa, Nebraska, and Missouri, and led the region through 60 presidentially declared disasters. Over the last 10 years, Mr. Hainje has supervised major emergency operations in Connecticut, Florida, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to Delaware. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event. At the peak, Mr. Hainje was in charge of over 1,000 FEMA employees deployed to this event, briefed the Midwest governors and the president of the United States, as well as many U.S. senators and congresspersons.

Mr. Hainje is an essential member of Tetra Tech's senior management team and is actively involved in the interaction with every client following every

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

YEARS OF EXPERIENCE

30 years

activation, including being present in Joint Field Office (JFO) and engaging with officers to understand the nature of every disaster.

RELEVANT EXPERIENCE

Financial Recovery Services Projects

Senior Technical Advisor (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting
Mr. Hainje is currently serving as senior technical advisor to Boulder County, Colorado, following the devastating floods that occurred in September 2013.

Principal in Charge (August 2010 – March 2013)

State of South Dakota | FEMA PA Closeout Services
As principal in charge, Mr. Hainje oversaw the PA closeout contract, which involved closing out over 200 project worksheets related to public utilities.

Principal in Charge (July 2010 – September 2013)

Port of Galveston, Texas | Federal Grant Administration
Mr. Hainje is assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Hainje's assistance, the Port of Galveston has received more than $40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Advisor (January – September 2011)

Texas Department of Transportation | Comprehensive FEMA PA and Federal Highway Administration
Mr. Hainje worked with the Texas Department of Transportation (TxDOT) and FEMA to resolve a number of outstanding projects, allowing TxDOT to receive millions in eligible funding.

Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project
Mr. Hainje was a member of the our staff's IMT for the New Jersey Department of Environmental Protection following Hurricane Sandy, where he met with FEMA officials and state coordinating officers.

Senior Debris Consultant and Advisor (October 2012-December 2012)

State of Connecticut | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management
Mr. Hainje has assisted the State of Connecticut with debris management as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Hurricane Irene, Winter Storm Alfred, and Hurricane Sandy. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms. Mr. Hainje was in the EOC working with the IDMTF prior to landfall for Hurricane Irene and Hurricane Sandy.

Senior Debris Consultant and Advisor (October 2012-December 2012)

Multiple Cities and Towns in Connecticut, including the City of Hartford | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management
After Hurricane Irene, Hurricane Sandy, and Winter Storm Alfred, Mr. Hainje worked directly with Hartford, West Hartford, Manchester, Enfield, Danbury, Greenwich, Fairfield, New London, and several more communities on their debris management activities. Mr. Hainje traveled the state extensively during these operations, working with and advising public officials in more than 25 communities.

TETRA TECH

Phil Ivey
Project Manager

EXPERIENCE SUMMARY

Mr. Phil Ivey has overseen recovery operations in response to some the of country's largest debris-generating disasters, including Hurricanes Sandy, Irene, Ike, Katrina, Wilma, Dennis, and Ivan; the 2013 Boulder County, Colorado floods; the 2006 ice storms in Buffalo, New York; and the Groundhog Day tornadoes that swept through Central Florida in February 2007. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

As Project Manager, for Hidalgo County, Mr. Ivey will be responsible for implementation of specific programs tasked by the County through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance. He will also serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.

FEATURED EXPERIENCE

Deputy Project Manager (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Ivey was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Ivey was responsibilities included program execution and management of over 200 zones within the fourth largest city in the country. He was responsible for recruiting and training of 120 monitors, health and safety program implementation, reimbursement documentation, and overall oversight of the program. Mr. Ivey worked closely with grant managers, FEMA field specialists, and the State of Texas to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Deputy Project Manager (March 2014–July 2014)

Boulder County, Colorado | Flooding Disaster Debris Program Management

Mr. Ivey served as deputy project manager for Boulder County, Colorado, following the September 2013 flooding. As deputy project manager, he oversaw the recovery of nearly 10,000 tons of debris. Also unique to this

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- 4245 Texas severe storms
- 4155 SD Winter Storm
- 4145 Colorado Floods
- 4086 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1780 Hurricane Dolly
- 1735 OK Winter Storms
- 1679 FL Tornadoes
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1551 Hurricane Ivan

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety
- NIMS IS-00700

project was the fact that Tetra Tech was contracted by the County to take over monitoring operations from another firm mid-project. Mr. Ivey also assisted in identifying eligible debris in the streams for reimbursement and administrating the program management for the County's demolition project, including filling out all paperwork.

Operations Manager (February 2013–January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management

Mr. Ivey served as operations manager for the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, where he managed the NJDEP's vessel recovery operations throughout the state as well as water debris removal for the northern part of the state.

Operations Manager (November 2007-November 2013)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Ivey's responsibilities included documenting legal authority to demolish properties, which included surveying each structure, securing the legal ownership of nearly 2,000 properties, advising the legal owners of the impending demolition, and documenting the entire process from survey to demolition. The unique demolition project required the identification and tracking of items with archeological significance to the surrounding area. Mr. Ivey's eye for detail for all aspects of the fast-paced demolition project ensured maximum reimbursement from FEMA for the City of New Orleans.

Project Manager (August 2012–November 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Following Hurricane Isaac, Mr. Ivey served as the project manager and implemented our automated debris management system (ADMS) for the debris removal project. Mr. Ivey was responsible for oversight of household hazardous waste and supervised the private property debris removal program. This project resulted in the monitoring and removal of approximately 225,000 cubic yards of debris for the Parish.

Project Manager (August 2011–December 2011)

Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management

Following Hurricane Irene, Mr. Ivey was responsible for supervising the debris and tower monitors, verifying truck certification, creating schedules for supervisors, and meeting with clients daily for updates on the progress of the debris management program.

Quality Assurance (June 2011–July 2011)

City of Tuscaloosa, Alabama | United States Army Corps of Engineers (USACE) Debris Removal Mission

In 2011, Alabama was impacted by an unprecedented amount of tornadoes during the incident period of April 15, 2011 to May 31, 2011. The historic number of tornadoes and resulting damage resulted in FEMA tasking the USACE with debris removal for 61 local governments within Alabama. Mr. Ivey served on the USACE mission as a Quality Assurance Roving Monitor assigned to the City of Tuscaloosa. His responsibilities included providing quality assurance by inspecting debris loading activities, monitoring site safety, and verifying ineligible debris was not collected.

Deputy Project Manager (September 2008–September 2011)

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management

Mr. Ivey was instrumental in helping the firm to quickly establish debris removal protocols, assign and direct debris haulers to zones, and keep city residents informed of the progress of the debris effort. The debris removal operation was a monumental effort involving approximately 1,000 personnel and the daily removal of 250,000 cubic yards of debris from the city.

Project Manager (April 2011–June 2011)

City of Raleigh, North Carolina | Tornado Disaster Program Management

Following the tornadoes in 2011, Mr. Ivey trained City of Raleigh staff members on debris removal, leaners and hangers, and truck certification. Mr. Ivey also tracked the work completed for FEMA eligibility and updated the client daily on training progress.

Project Manager (July–November 2008)

Hidalgo County, Texas | Hurricane Dolly Debris and Grant Management Services

Mr. Ivey oversaw all project-related activities for Hidalgo County and its 16 cities and maintained a high level of communication between the various county, city, and FEMA officials. Through those relationships and diligent oversight, Mr. Ivey was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks. Mr. Ivey was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.

Data Manager and Collection and Disposal Supervisor (September 2005–September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Following Hurricane Ivan, Mr. Ivey oversaw disaster recovery efforts for the City of Pensacola, including the proper collection and disposal of over 1.3 million cubic yards of debris. He was responsible for the database management of load tickets, approval of debris contractor invoices, and assisting the City of Pensacola with preparing project worksheets for FEMA reimbursement.

Project Manager (June 2008–September 2008)

City of Cedar Rapids, Iowa | Sinclair Property Flood Demolition Monitoring Management

Following the flooding in 2008, Mr. Ivey was responsible for monitoring the daily operations of removing hazardous material from the Sinclair Plant.

Collection and Disposal Operations Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Ivey was responsible for truck certification, hanger/leaner identification, tracking and monitoring debris removal, data entry, contractor invoice reconciliation, and appeals support. He was also responsible for training field debris monitoring crews.

Project Manager (February 2007–April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Mr. Ivey was responsible for overseeing the teams monitoring the collection and disposal of approximately 135,000 cubic yards of debris. Mr. Ivey also coordinated the data management process to ensure maximum reimbursement from FEMA.

Project Manager (March 2006–May 2006)

Collier County, Florida | Hurricane Wilma Disaster Debris Program Management

Mr. Ivey and other key members of the project team provided Collier County with daily progress reports, including maps showing beginning global positioning system (GPS) coordinates with pre-photos, daily progress, ending GPS coordinates, and post-event photos. The daily reports included documentation supporting daily debris removal quantities and documentation of the proper disposal of that debris. These reports were discussed at a weekly meeting with representatives from the Natural Resources Conservation Service (NRCS) and Collier County. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.

TETRA TECH

Mark Dygert
Operations Manager

YEARS OF EXPERIENCE

3 Years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

DISASTERS

- 4245 Texas severe storms
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires

EXPERIENCE SUMMARY

Mr. Mark Dygert is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has managed projects in that states of Texas, Louisiana, Georgia, South Carolina, and New Jersey, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations and procedures.

As operations manager for Hidalgo County, Mr. Dygert will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

FEATURED EXPERIENCE

Automated Debris Management System (ADMS) Specialist (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Dygert was deployed as an ADMS operations manager for the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. Mr. Dygert assisted in the logistics and technical support of 130 ADMS units used by locally trained monitors to document the collection of over 300,000 CYs of debris. Tetra Tech takes great pride in its ability to support an activation with ADMS services designed to maximize production, and employees like Mr. Dygert are the reason for our success. Mr. Dygert also assisted with daily eligibility oversight and managed the truck certifications of over 300 units.

Deputy Project Manager (March 2014–April 2014)

Barnwell County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dygert served as project manager for Barnwell County, South Carolina, following Winter Storm Pax. Mr. Dygert successfully hired and trained approximately 60 field monitors and managed the documentation-intensive process of removing eligible hanging limbs from County roadways. Mr. Dygert was crucial in providing consultation to County officials, establishing reporting protocols and facilitation meetings between FEMA, County representatives, and the County's debris haulers.

Operations Manager (February 2014–April 2014)

City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Mr. Dygert served as operations manager for the City of Augusta, Georgia, following Winter Storm Pax, where he managed the overall disaster recovery operations, including leaner and hanger removal for the City.

Deputy Project Manager (April 2013–September 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management

Following an ice storm in April 2013, Mr. Dygert served as project manager for the City of Sioux Falls, South Dakota. His responsibilities included serving as the point of contact for the City throughout the recovery operations and managing right-of-way collections and leaner and hanger removal programs. Mr. Dygert managed the total debris collection using RecoveryTrac™.

Operations Manager (December 2012–January 2013)

City of Newark, New Jersey | Hurricane Sandy Disaster Debris Program Management

Mr. Dygert served as operations manager for the City of Newark, New Jersey, where he managed the operations for all debris collections and stump removal using our RecoveryTrac™.

Project Manager (November 2012–December 2012)

Borough of Sayreville and the Township of Ocean, New Jersey | Hurricane Sandy Disaster Debris Program Management

Following Hurricane Sandy, Mr. Dygert served as project manager for the Borough of Sayreville and the Township of Ocean, New Jersey. He was responsible for training monitors for right-of-way collections; managing tower monitoring and hazardous leaner, hanger, and stump removal; organizing the staffing of positions; and tracking the progress of the debris collections using RecoveryTrac™.

Operations Manager (August 2012–October 2012)

Jefferson Parish and the Cities of West Bank and Laffite, Louisiana | Hurricane Isaac Disaster Debris Program Management

Following Hurricane Isaac, Mr. Dygert served as the operations manager for multiple areas in Louisiana, where he managed over 80 locally hired debris monitors. He also provided oversight on right-of-way debris removal, and leaner and hanger removal and assisted with private property debris removal applications.

Project Manager (February 2012–June 2012)

Texas Department of Transportation | Drought & Wildfires Debris Removal Monitoring

Mr. Dygert served as operations manager following the drought that affected Texas in September 2011, where he managed all recovery operations, including right-of-way debris removal and leaner and hanger removal.

Operations Manager (September 2011–August 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Dygert served as operations manager, where he worked on right-of-entry properties to identify qualified trees for removal after more than 1,600 homes were destroyed following the largest and most damaging wildfire in Texas history.

Section 4: Technical Approach

TECHNICAL APPROACH

PROJECT UNDERSTANDING

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 69 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of $3.5 billion in reimbursable costs to our clients.***

In addition, our understanding of the Texas Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Hidalgo County to receive the maximum reimbursement allowed following a disaster event.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

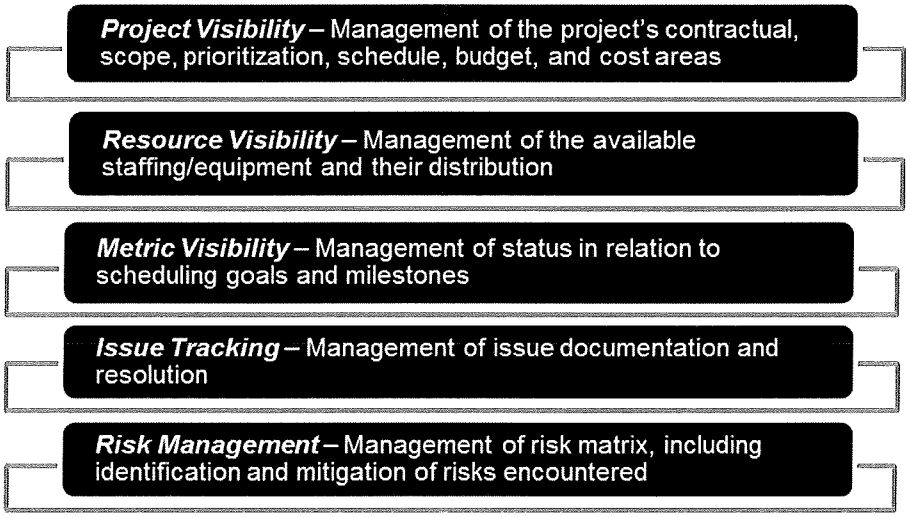
The project approach and work plan provided below will provide the County with a clear description of our approach to the County's proposed project. To summarize, our technical approach below captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- Our past experience assisting the County with recovery efforts since Hurricane Dolly in 2008
- A complete project management team that is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team of inspectors that oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

PROJECT MANAGEMENT METHODOLOGY

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 4-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the phases: initiation, mobilization, execution, and closeout.

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
  - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.

- **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
- **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.

- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Interaction with the client is based on the principles of the National Incident Management System (NIMS). Coordinated project communications coupled with accurate information enables effective decision making. Our implementation of this provides our clients with the benefits of these NIMS principles:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, debris removal contractor, and the monitoring firm to have the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution***. By approaching others with professional mutual respect, they form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

OPERATIONAL SCHEDULE

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

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

Exhibit 4-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	**Meet with the County to review plans and documents**	▪ Conduct annual pre-event meeting with the County and debris contractor ▪ Review the County's disaster recovery contracts for FEMA compliance ▪ Update critical documents and files, including any GIS files
H-96	**Review capabilities and resources**	▪ Contact the County and initiate daily conference call ▪ Determine resource requirements from debris model ▪ Review the County's emergency policies and contracts ▪ Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	**Execute responsibilities and activate contracts**	▪ Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure ▪ Review protocols for private property, gated communities, and public drop-off sites ▪ Review debris management site (DMS) locations and follow up with the Texas Division of Environmental Quality on permitting procedures ▪ Estimate equipment requirements and DMS capacity to haul and stage debris ▪ Prepare ADMS technology for mobilization
H-48	**Monitor storm track and continue preparations**	▪ Conduct regular meetings with County staff as requested ▪ Confirm staging location and begin mobilization of resources ▪ Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) ▪ Review list of priority roads and the operational plan ▪ Obtain GIS files for municipalities that the County will assist with debris removal ▪ Continue to update and gather updates from the County's debris hauler
H-24	**Prepare final reports**	▪ Save all critical documents and files to the network drive, USB drive, and laptop hard drive ▪ Certify emergency road clearance equipment (in coordination with the County's debris hauler) ▪ Determine emergency road clearance priorities
H-0	**ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT**	
Response		
H +24	**Emergency push**	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with the Texas Commission on Environmental Quality (TCEQ) on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments

Time	Task	Deliverables/Milestones
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 6, Texas Division of Emergency Management, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project	**Document**	• Final reconciliation

Time	Task	Deliverables/Milestones
completion	turnover/closeout	• Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

RECOVERYTRAC™ AUTOMATED DEBRIS MANAGEMENT SYSTEM – TETRA TECH'S ALTERNATIVE TO PAPER TICKETING

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. ***Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring***, provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. ***Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 32 FEMA PA eligible projects.*** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

RecoveryTrac

- Owned and operated by Tetra Tech
- Over 800 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

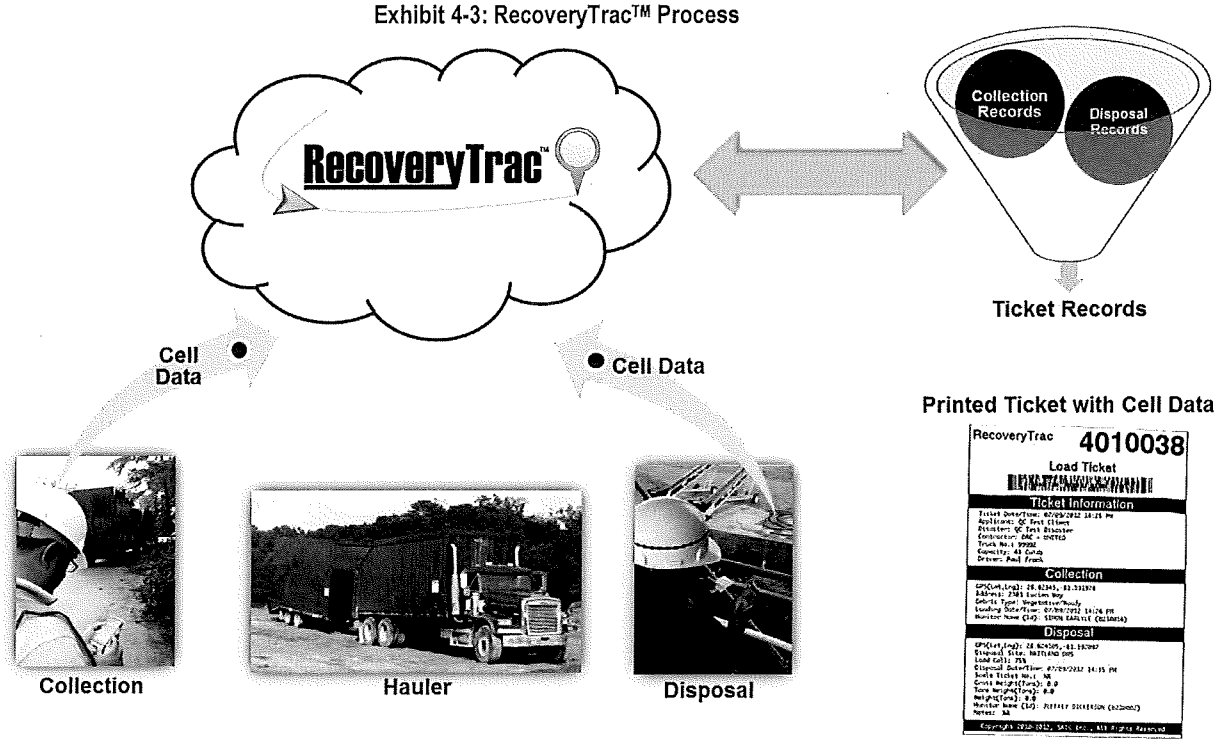
The RecoveryTrac™ Process

The process begins with debris hauler truck certification using the handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s). Handheld units are provisioned and assigned to both field and debris site/tower monitors. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pickup locations) on the handheld as the truck is loaded. When the truck is full, the field monitor selects the debris type, and scans the control ticket to assign the load a unique number. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld before the truck arrives. The control ticket is provided to the driver and taken to the DMS where it is scanned by a debris site/tower monitor. The debris site/tower monitor confirms the truck and debris type and enters the load call. Finally, the disposal load ticket is printed and data is uploaded to the system where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored the device automatically uploads the stored ticket data. ***Even under***

the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data. Exhibit 4-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 4-3: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 800 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,*** and additional needs can be met quickly (in most cases, 72 hours or less).

Our team deployed nearly 200 ADMS units in the field following Winter Storm Pax in Georgia and South Carolina. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

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

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

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

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition,

we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

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

In summary, our combined program management approach and RecoveryTrac™ solution will provide day-one, boots-on-the ground services for Hidalgo County immediately after a disaster.

TIME AND MATERIALS

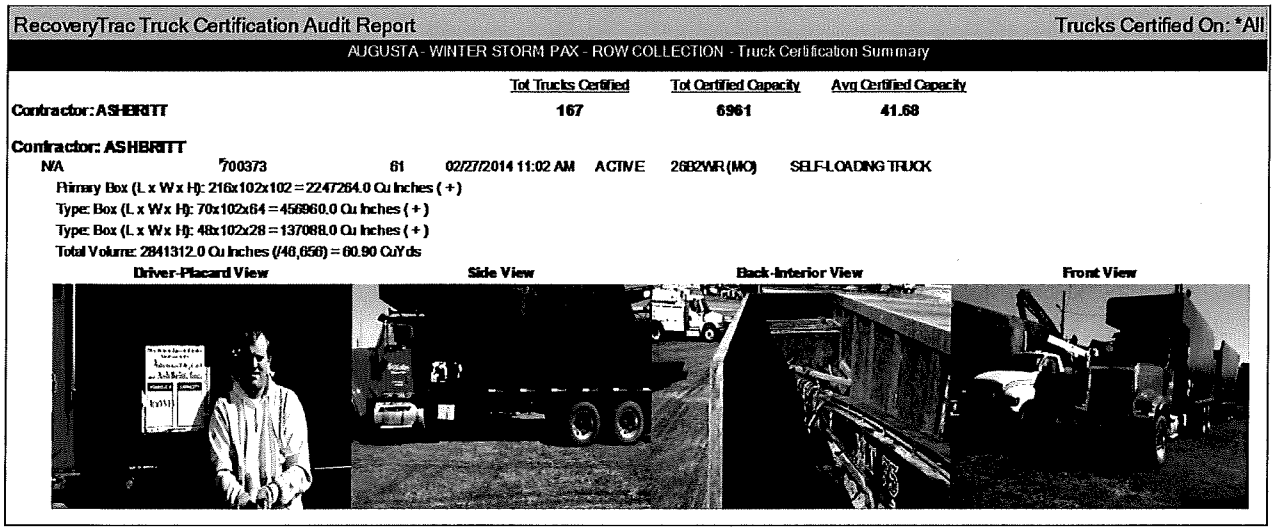
The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track T&M charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

VEHICLE CERTIFICATION

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate quality assurance (QA)/quality control (QC) checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system***.

Exhibit 4-4: Truck Audit Report


RecoveryTrac Truck Certification Audit Report — Trucks Certified On: *All

AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: ASHBRITT	167	6961	41.68

Contractor: ASHBRITT

N/A 700373 61 02/27/2014 11:02 AM ACTIVE 2682WR (MO) SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)
Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)
Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)
Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds

Driver-Placard View | Side View | Back-Interior View | Front View

Our disaster debris vehicle certification procedure includes the following:

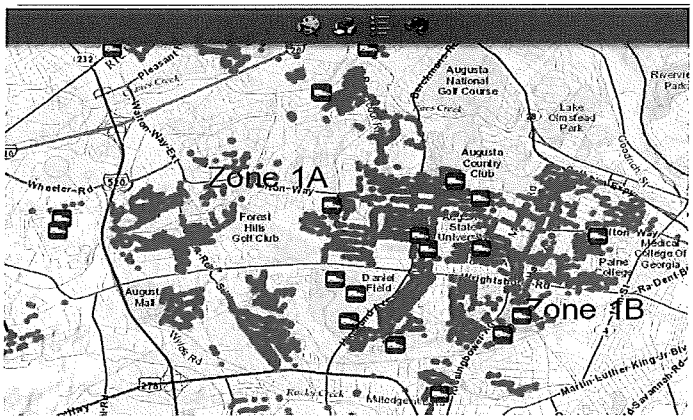
- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

RIGHT-OF-WAY COLLECTION REPORTING

Our ADMS technology in debris monitoring allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the "waypoint" or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

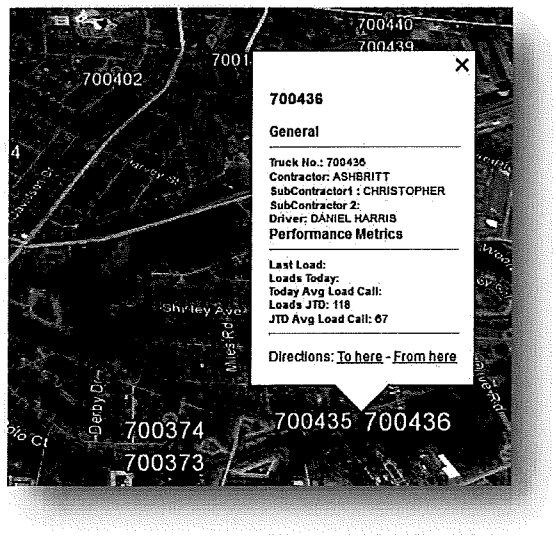
Exhibit 4-5: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 4-6 and 4-7.

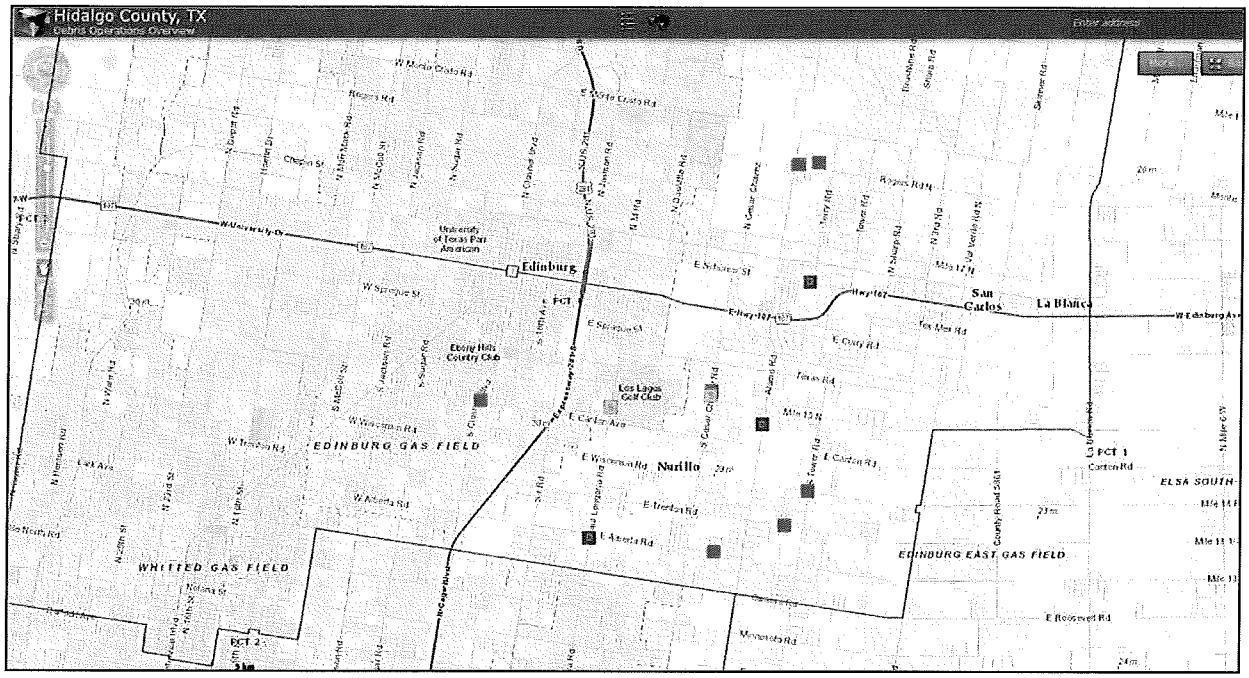
Exhibit 4-6: Monitoring Locations

Exhibit 4-7: Truck Locations



Through our experience working with the County to support the monitoring and documenting of water relocation services, RecoveryTrac™ can also support real-time reporting of water relocation work. In Exhibit 4-8, the green "C" represent collection monitors staged at water collection points, the blue "D" represent monitors verifying water discharge at locations designated by the County.

Exhibit 4-8: Water Relocation Monitoring



FIELD OPERATIONS

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.

- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

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

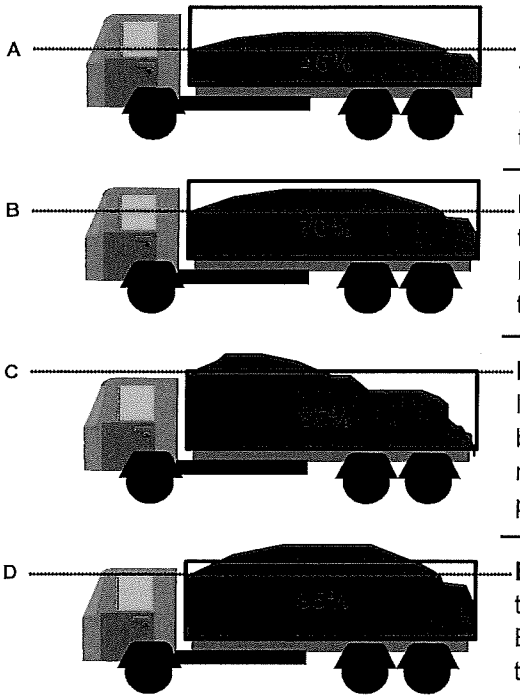
DEBRIS MANAGEMENT SITE MONITORING

Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Texas with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the County's DMS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 4-9: Load Call Estimate Examples



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

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

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

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

RESIDENTIAL DROP-OFF SITES

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County will have to monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates – this is automatically logged. Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process rather and correct issues as they appear.

For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 4-10: Missed Piles Tracking

FRAUD PREVENTION

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

Fraud Prevention Reports are also run on a daily basis to look for any data anomalies that may be a result of fraud. The Load Call Report shows all load calls for a given day/monitor to verify no trucks are receiving extraordinarily high load calls. The Load Ticket and Unit Rate Daily Ticket Reports determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system also has project controls built in to alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the DMS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm debris pickup remains within the eligible bounds of the County.
- **Debris Type.** If a ticket in which the debris type collected differs between what the collection monitor and disposal report the load as is flagged for review.

HAZARDOUS TREE REMOVAL

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS

technology to automatically associate photographs for all hazardous tree and hanger removal operations which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Exhibit 4-11: Real-Time Ticket Report

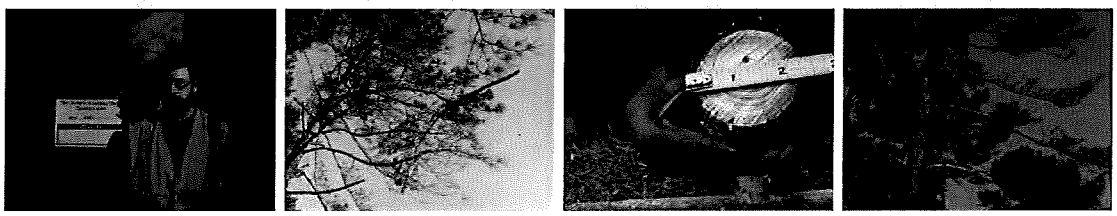
RecoveryTrac Unit Rate AuditReport (Crew: 700430) Date: 03/11/2014

Client: AUGUSTA Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION

Total Ticket Count: 12

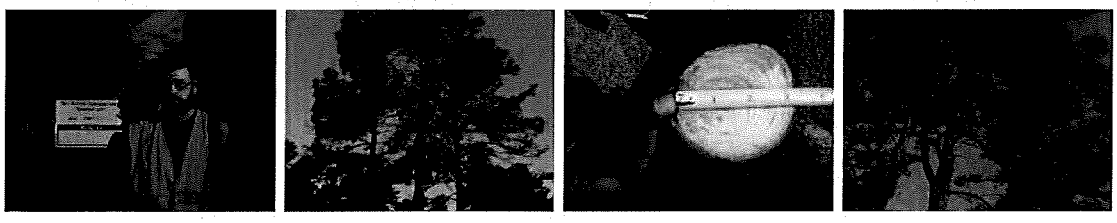
	Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
⊟	120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo



⊟	120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4

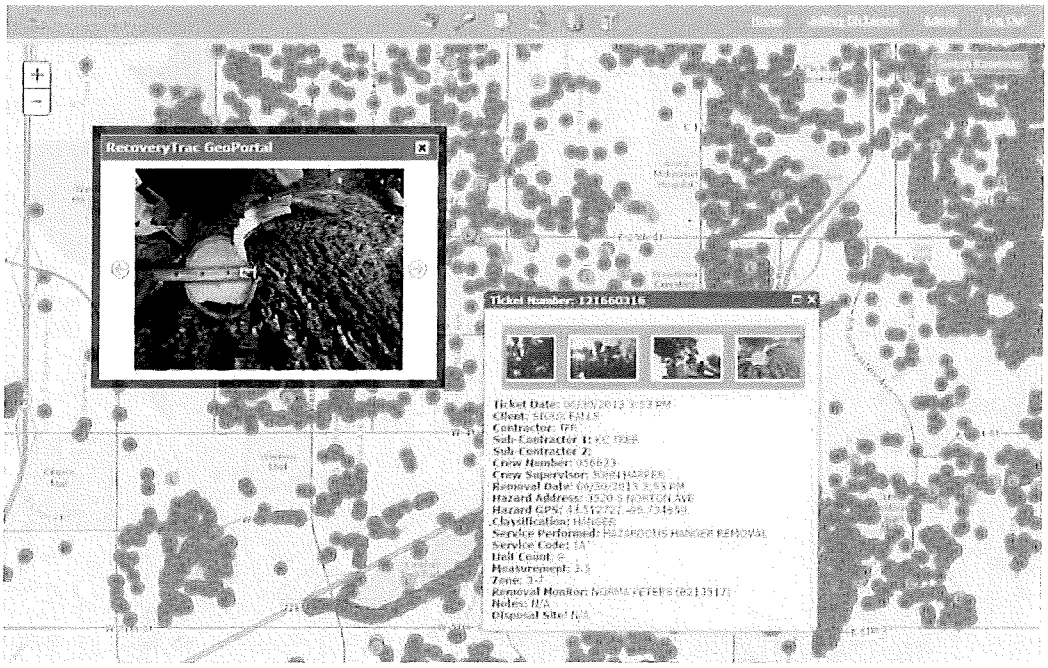
Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo



UNIT RATE TICKET GEOPORTAL REPORT

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 4-12: Unit Rate Ticket Map



PUBLIC INFORMATION

Following a disaster event, citizens will look to the County for direction regarding the debris removal process and project progress. Tetra Tech is uniquely prepared to assist the County in developing a means for County residents to call for inquiries regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff (including supplying equipment, phone lines, etc.) a debris hotline to respond to public inquires and concerns.

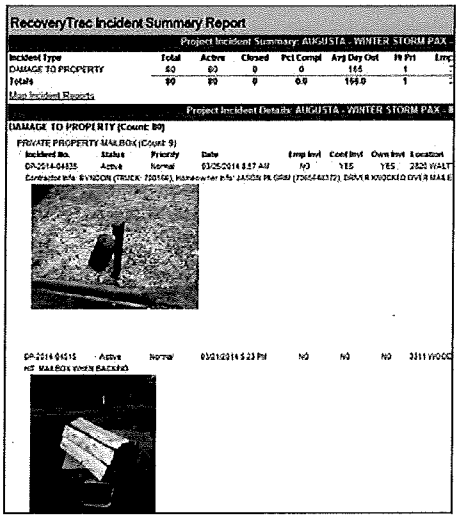
INCIDENT REPORTING

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

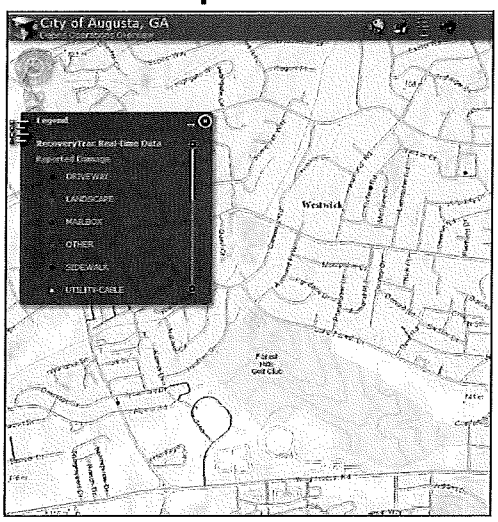
from the collection information is essential to quickly identifying unresolved contractor damage before the completion of the program.

Exhibit 4-13: Incident Report

Incident Database



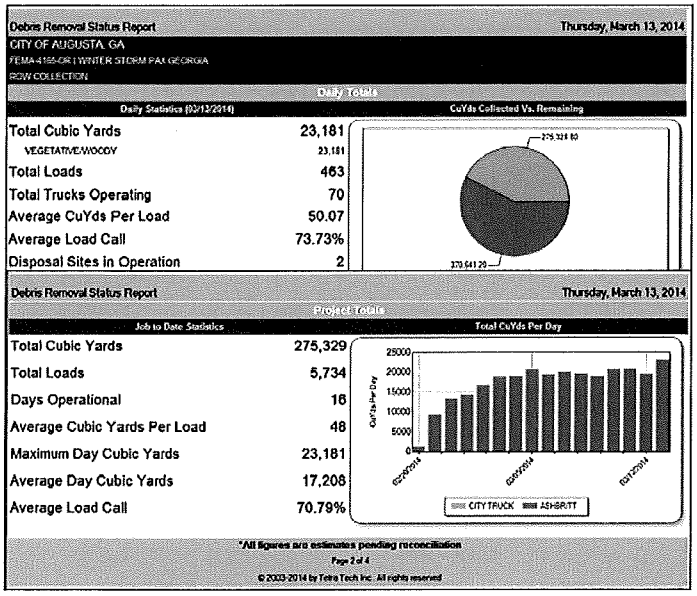
Incident Map

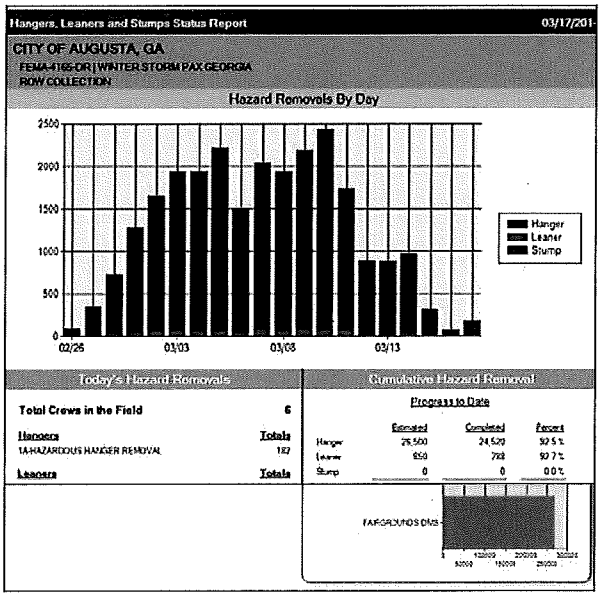


Daily Reporting Metrics

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

Exhibit 4-14: Sample Custom Reports Developed





CONTRACTOR RECONCILIATION

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

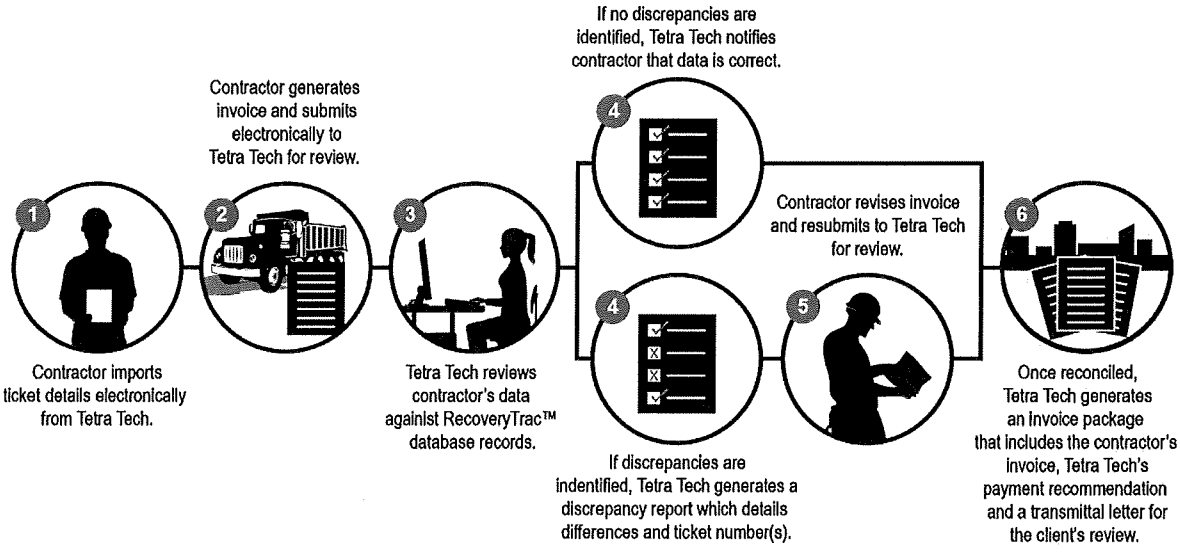
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

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

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 4-15: Contractor Invoice Reconciliation Process



MONITOR TRAINING PROGRAM

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

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

Industry metrics for our 2015 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.77
- 2015 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.72
- 2015 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.14

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular "tailgate" safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

In addition to response and recovery services, our team is one of the nation's premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted over 300 emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operations, Continuity of Government, and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland

Security's Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.

- **Cybersecurity Planning.** Cybersecurity and related services are a focus area for Tetra Tech. Tetra Tech provides cybersecurity services for a number of U.S. Federal clients, including contracts that require cleared personnel at the Secret and Top Secret level. Tetra Tech has deep understanding of the application of U.S. Federal information assurance and cybersecurity standards, including Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations, and NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems. Our blended team of cybersecurity experts and emergency management planners can provide support to develop plans, policies and procedures that address vulnerabilities and provide solutions to detect, prevent and mitigate impacts.
- **Disaster Debris Management Planning.** Tetra Tech uses a field-tested approach to develop disaster debris management plans (DDMPs). Our staff develops and implements DDMPs alongside our local government clients prior to and following a disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.
- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Incident-Specific and Function-Specific Planning.** In addition to an all-hazards emergency operations plan, communities often need more detailed operational level plans for specific types of incidents and emergency functions. These types of plans provide more detailed instructions for operational and tactical level procedures and often include checklists, flow charts, and job aids. Tetra Tech has the expertise to develop a range of incident and function-specific plans including:
  - Active Assailant
  - Chemical, Biological, Radiological, Nuclear, and Explosives
  - Communication
  - Earthquake
  - Evacuation
  - Finance and Administration
  - Family Reunification and Assistance
  - Flood and Riverine
  - Hazardous Materials
  - Hurricane Operations
  - Infectious Disease
  - Information Technology Disaster Recovery
  - Mass Care and Sheltering
  - Mass Casualty and Fatality
  - Public Information
  - Severe Weather
  - Recovery
  - Terrorism
  - Tornado
  - Volunteer and Donation Management
  - Wildland Fire
- **Hazard Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assists

with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.

- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, the 2009 novel H1N1 influenza event and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.
- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
  - Desktop analysis of risks and vulnerabilities based on data collection, demographics, and survey analysis
  - Hazard and threat analysis using HAZUS-MH building stock and other modeling techniques
  - Community economic assessment using use census data and ESRI Business Analyst
  - Scenario study using outputs from hazard and threat analyses
  - Risk comparison by overlaying the risk assessment and the scenario study
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions. Tetra Tech offers the following training and exercise services:
  - Web-Based Training Modules
  - In Classroom Training
  - Train-the-Trainer Sessions and Classroom Materials
  - Incident Command System Training
  - Emergency Operations Center Training
  - Seminars and Games
  - Workshops
  - Tabletop Exercises
  - Drills
  - Functional Exercises
  - Full-Scale Exercises

FEMA PUBLIC ASSISTANCE CONSULTING SERVICES

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing

strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals. ***Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.***

Of particular relevance is our understanding of FEMA, FHWA, and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement. Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. ***Our team's record of success spans over 300 state and local government clients in response to over 40 declared presidential disasters, representing the recovery of more than $3.5 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.*** Tetra Tech has extensive direct experience with the following grant programs:

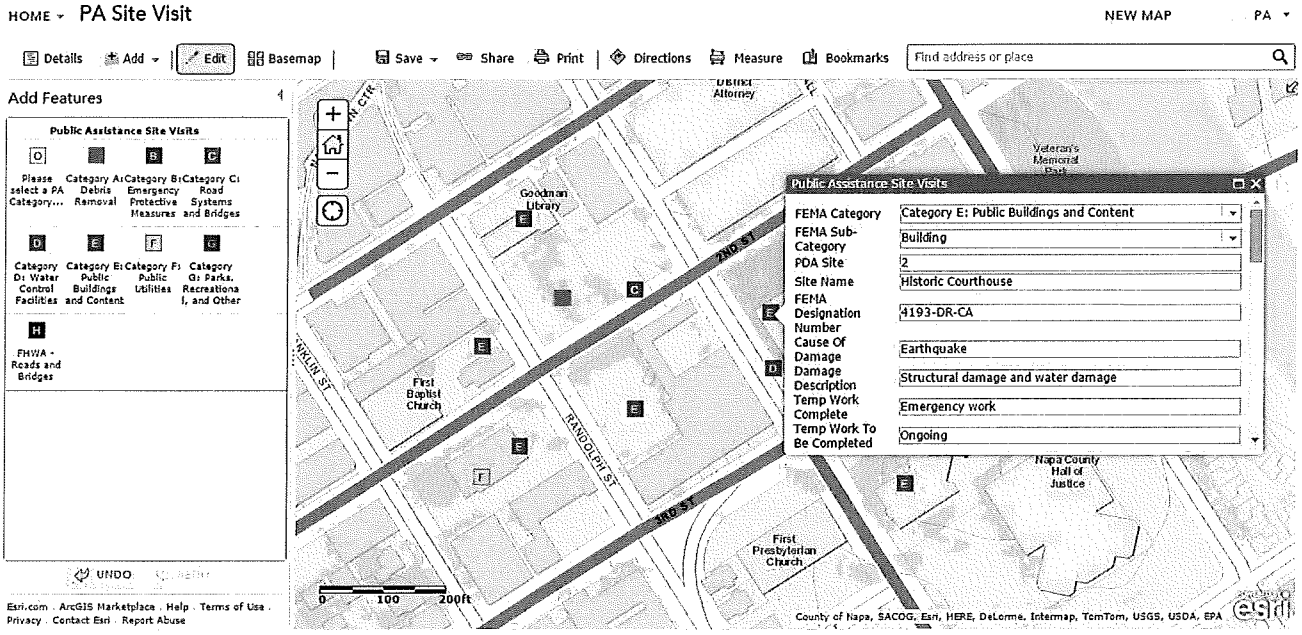
- FEMA PA Program
- FEMA HMGP
- FEMA Flood Mitigation Assistance Program[1]
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- NRCS Emergency Watershed Protection
- U.S. Department of HUD CDBG

DAMAGE ASSESSMENT

Following a disaster, the County will need to evaluate county-wide damage and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's ADMS technology, RecoveryTrac™, would be used to conduct damage assessments and collect supporting data including photo documentation of damage. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following the earthquake in Napa Valley, California and the severe storms and flooding in Boulder, Colorado. See Exhibit 4-16 for a sample image of Tetra Tech's web-based damage assessment report.

[1]*Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.*

Exhibit 4-16: Damage Assessment Report



Section 4: Technical Approach

List of Services Under HGAC Bid HP07-16

TETRA TECH

Debris Program Management Consulting Services

Tetra Tech has helped over 250 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 69 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over $3.5 billion in reimbursement funds.

Table 1. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Tetra Tech's comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including post-event reconstruction and demolition field services.
Disaster Debris Removal Procurement and Negotiations	Our services include assisting clients with disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.
Collection Monitoring	Tetra Tech provides clients with staff to conduct collection monitoring involving the oversight of the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads. This service has the option of utilizing our Automated Debris Management System (ADMS) RecoveryTrac™.
Disposal Monitoring	Tetra Tech provides disposal monitoring involving the oversight of debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads. This service has the option of utilizing our ADMS RecoveryTrac™.
Hazardous Waste Collection, Disposal, and Monitoring	Tetra Tech provides hazardous waste collection, disposal, and monitoring, which involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-laden building material removal, Freon unit removal, and paint and chemical segregation and removal. This service has the option of utilizing our ADMS RecoveryTrac™.
Leaner/Hanger/Stump Removal Monitoring	Tetra Tech provides leaner/hanger/stump removal monitoring involving surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. This service has the option of utilizing our ADMS RecoveryTrac™.
Debris Management Site (DMS) Environmental Support	After disasters, Tetra Tech's team provides DMS environmental support to clients for obtaining documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of DMS locations.
Beach Remediation/Restoration	Tetra Tech provides beach remediation/restoration monitoring services for work associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.

Service Offering	Description
Private Property Debris Removal (PPDR) Program Administration	Tetra Tech's PPDR program administration services for clients involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal Monitoring	Tetra Tech provides waterway debris removal monitoring and documentation for debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Tetra Tech can augment our client staff tasked with data collection and management as well as billing and invoicing. This service includes developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Tetra Tech's web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time for our clients.
Customer Information/Citizen Hotline/Community Relations	Tetra Tech provides customer information/citizen hotline/community relations for clients after a disaster. This includes advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) services within Tetra Tech supports our client's full IT life cycle and content management needs. This includes content on many FEMA emergency responder websites, such as the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well-defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech provides the analysis and trending capabilities that often accompany the federal grant requirements for our clients.

Grant Administration and Disaster Recovery Management Services

Tetra Tech's team of grant administration and disaster recovery management services was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, this team seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. We offer a staff of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of

program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table 2. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes OMB, FEMA and HUD guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes Section 3, Fair Housing, 2 CFR 200, and other Federal grant requirements.
IA Services	Tetra Tech assists clients with application intake, case management, grant administration, staffing at Disaster Recovery Centers, expenditure monitoring, and other programmatic needs associated with the IA declaration.
PA Services	Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets. This includes providing technical assistance on FEMA's rules, practices, and procedures covering reimbursement for temporary and permanent work in eligible FEMA categories.
Grant Application Development and Administration (CDBG, HMGP, FHWA, NRCS, FTA, FEMA PA, and FEMA IA)	Tetra Tech provides grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
HUD CDGB-DR Services	Tetra Tech provides knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
Unmet Needs Assessment	Tetra Tech assists clients with developing unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery: housing, infrastructure, and economic recovery.
Policies and Procedures Manual Development	Tetra Tech assists client's Project Management and Operations including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities, including contractor, subcontractor, and sub-recipient oversight and monitoring.
Damage Assessment	Tetra Tech assists clients with damage assessment activities involving deploying a team of experienced staff to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Eligibility Consultation	Tetra Tech provides eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Tetra Tech assists clients with ranking potential projects for future consideration through federal grants. This includes providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Cash Flow Management	Tetra Tech provides financial departments within an organization with cash flow management associated with the disbursement of federal grants. This includes developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Tetra Tech provides procurement assistance to our client's including providing procurement experts to provide disaster contracting guidance to review scopes, adherence to grant funding requirements and 2 CFR 200, and satisfactory project completion.
Benefit Cost Analysis	Tetra Tech develops benefit cost analysis involving a formalized schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Tetra Tech provides feasibility and effectiveness studies involving the documentation of projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage. This includes alternate projects, improved projects, or 406 mitigation proposals to include hydrological and hydraulic (H&H) feasibility studies, cost estimating and conceptual project designs.
Floodplain Feasibility Modeling	Tetra Tech can provide clients with modeling of natural or manmade above ground waterways is used to determine where to place critical facilities including roads, bridges, and emergency operations centers. Readily applicable models such as HEC-RAS (FEMA standard flood modeling) provide quick answers to what if scenarios. This may include basic modeling using spreadsheets or software program or more in-depth modeling utilizing GIS tools.
Advanced Feasibility Modeling	Tetra Tech can provide clients with advanced modeling is typically used to answer challenging questions that involve complex flooding, erosion, scour and debris. 2-D and 3-D hydrodynamic and water quality models for rivers, streams, lakes, and estuaries help to determine permitting approaches that meet project time frames and guide the project path around pitfalls.
Site Survey and Legal Description Review	Tetra Tech provides site survey and legal description review to clients by providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Owners Representative Services	For projects in the construction phase, Tetra Tech provides Owner's Representative advising services to our clients. These tasks may include projects interface with federal and state officials, PW versioning, and providing oversight to the construction firm.
Appraisal and Valuation Services	Our team can assist clients with appraisal and valuation services utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Tetra Tech's title due diligence services for our clients involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	Tetra Tech provides public outreach programs that provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Tetra Tech provides public meeting facilitation services including documenting meeting notices, fostering public participation and communicating the message of our clients.
Homeowner Consultation	Tetra Tech's homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings for programs involving acquisition/demolition, relocation, elevations or small repairs after disasters.
Relocation Assistance	Tetra Tech provides relocation assistance associated with acquisition or relocation programs. This includes engaging participants by providing relocation assistance conforming to Uniform Relocation Act (URA) rules and regulations.
Property Management	Tetra Tech provides property management services to clients who are grant recipients following disasters. This service includes program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Tetra Tech provides negotiation services in systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Tetra Tech provides closing involving dedicating consultant resources to ensure a timely and efficient closing process during a buyout program.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Hazard Mitigation Proposals	Tetra Tech develops of 406 Hazard Mitigation proposal associated with a written Project Worksheet after disasters to those entities participating in the FEMA PA program.
Contractor Invoice Reconciliation	Tetra Tech assists clients' with contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Tetra Tech provides insurance adjusting/subrogation to clients to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Tetra Tech assists clients with eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling during first or second appeals.
Grant Closeout	Tetra Tech assists client's years after a disaster by providing closeout services to a grant recipient. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.
HUD Action Plan Development	Tetra Tech assists clients with the development and submission of HUD required Action Plan for Disaster Recovery grant. These tasks may include the development of Action Plan amendments or waivers that may be required.
Unmet Needs Analysis	Tetra Tech develops unmet funding needs analysis to document the need for CDBG-DR funding and to form the basis of program design for the use of CDBG-DR funds.
Emergency Operations Center Staff Augmentation	Tetra Tech can support our client's needs upon activation of a EOC by providing staff trained in incident management system (ICS) as section chiefs or operational staff.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (HAZMAT) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table 3. Emergency Management Consulting Services

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Hazard Mitigation Planning	Tetra Tech provides hazard mitigation plan development for clients to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster in a Federal Emergency Management Agency (FEMA)-compliant format.
Emergency Operations Planning	Tetra Tech provides our clients with emergency operations planning consisting of a basic plan, emergency support functions (ESFs) annexes, and incident-specific appendices that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc.
Continuity of Operations (COOP) Planning	Tetra Tech develops COOP plans for our clients so they are prepared to provide mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	Tetra Tech provides COG planning to our client to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	Tetra Tech provides ESF planning to assign roles and responsibilities of supporting agencies as either a stand-alone planning effort or part of an EOP. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Tetra Tech assists department-level clients within a larger organization with primary or secondary support roles under the ESFs to develop specific emergency plans. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Evacuation Planning	Tetra Tech provides evacuation planning support to our clients ,including the development of: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Tetra Tech provides regional catastrophic planning services designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, Tetra Tech provides mass care/surge capacity planning services to identify a client's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System (MMRS) Planning	Tetra Tech provides MMRS planning for clients designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale HAZMAT incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency for this effort, Tetra Tech develops volunteer management plans for client to be used to document the volunteer programs, training strategies, and available resources already defined under the Community Emergency Response Team (CERT) through its Citizen Corps.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Family Assistance Center (FAC) and Reunification Planning	Tetra Tech provides FAC and reunification planning to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	Tetra Tech provides EMAP accreditation support to clients interested in becoming accredited in the program. This involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Tetra Tech provides emergency management organizations with strategic planning to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Disaster Debris Management Planning	Tetra Tech provides comprehensive disaster debris management planning services to organizations inclusive of developing the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	Tetra Tech provides ITDR planning involving a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Tetra Tech provides crisis communication/public information planning to media relations groups or organizations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
HAZMAT Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Tetra Tech provides HAZMAT commodity flow studies and develops LEPCs, which involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Tetra Tech provides crisis planning for colleges and universities to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Tetra Tech assists clients with training, testing, and exercise planning for emergency management scenarios and topics. This involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with FEMA, Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.

LIST OF SERVICES
AVAILABLE UNDER HGAC BID HP07-16

Service Offering	Description
Integrated Planning and Management System	Tetra Tech provides Integrated Planning and Management System (IPMS) for clients to include developing baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses.
Internet/Computer-Based Training (IBT/CBT)	Tetra Tech prepares stand-alone computer-based training for individual client's needs and Internet-based training to meet the needs of on-demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help clients integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech provides emergency operations center support services for local, regional, and state organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech develops a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.
Occupational Health and Safety (OHS) Planning	Tetra Tech's OHS planning services include conducting worker risk assessments, identifying appropriate methods for worker protection, developing written health and safety programs, conducting training needs assessments, and developing instructor-led and computer-based training programs.
Ebola and Other Special Emerging Pathogens (SEPATH) Planning	Tetra Tech's Ebola and SEPATH planning services include community partners across the healthcare continuum to work together to develop strategies for managing and caring for individuals who are known or suspected to be infected with a SEPATH. This includes planning for isolation and quarantine, transportation of persons under investigation (PUIs), worker protection, infectious waste management, and decedent handling.
Mass Fatality Planning	Our team's mass fatality planning services involve working with coroners, emergency medical services, funeral directors, public health departments and other partners to assess a jurisdiction's ability to handle mass casualty incidents and developing strategies for strengthening this capability.

Service Offering	Description
Responder and Disaster Worker Health and Safety	To help ensure the safety of first responders and disaster workers, Tetra Tech provides worker risk assessments, activity hazard analysis, and just-in-time health and safety training, including Hazardous Waste Operations and Emergency Response (HAZWOPER) training. Tetra Tech provides field operations safety monitoring, air monitoring and sampling support, and fit testing. We can also serve as site safety officers and provide safety staff support services.
Community Rating System (CRS) Assessment	Tetra Tech assists clients with conducting baseline assessments for communities interested in obtaining or improving their CRS rating. A programmatic baseline assessment looks at a community's floodplain management program prior to a Community Assistance Visit (CAV) to identify issues that may render a community out of compliance under the National Flood Insurance Program (NFIP).
CRS Application	Tetra Tech assists clients with compiling the appropriate documentation for submitting an application to the CRS program. This may include interface with FEMA's Insurance Services Office (ISO) and meeting with NFIP or FEMA during CAVs.
Repetitive Loss Area Analysis	Tetra Tech assists clients with developing a Repetitive Loss Area Analysis (RLAA) as a systematic approach to analyzing the causes of repetitive flooding, structures impacted, and possible mitigation solutions by using the FEMA-identified RL properties as geographic locator for the issue.

Long-Term Recovery Planning and Economic Development

As part of or in addition to CDBG-DR funded recovery, communities, businesses, counties, states, and regions may engage in long-term recovery planning and economic development to rebuild but also to foster growth from the "new norm" following an economic downturn. Tetra Tech planners, economic development professionals, financial and budget analysts, and funding strategists can conduct this planning and implementation. These staff also assists communities in the long-term planning for their economic growth through the planning and prioritization process.

Table 4. Long-Term Recovery Planning and Economic Development

Service Offering	Description
Long-Term Recovery Planning	Tetra Tech prepares a long-term recovery plan that strategically defines the magnitude of the disaster, identifies both recovery and resiliency projects, involves the public, creates a process for prioritizing the projects, and defines an implementation strategy for projects. This multi-year strategic plan will be used by the community to attract financial assistance to implement their recovery efforts.
Economic Development	Tetra Tech assists clients with all aspects of planning to create focused strategic plans that include input from key stakeholders; analysis of data and statistics; economic impact, real estate, market and other quantitative analysis; project identification and prioritization; detailed implementation steps; examination of land use controls and codes; identification of opportunities for incremental success; and creation of definable and quantifiable goals in order to measure success. For communities with

Service Offering	Description
	redevelopment opportunities, this also involves the creation of redevelopment plans to enhance key areas.
Land Use Planning	Projects offered to Tetra Tech under this arena include: • Comprehensive Planning • Sustainable Community Plans • Resiliency Planning • Urban Reinvestment • Sustainable Development Tools

Emergency Network and Response Services

Tetra Tech provides first response communication services to public safety organizations, wireless carriers, broadcasters, cable operators and other communication service providers. We have provided equipment, planning, management, logistics support, repairs, replacement, temporary facilities, on-site technical support, rental equipment, and numerous other services to our clients in emergency situations and are well prepared for future needs. We consider ourselves first responders and are relied upon by our public safety clients for emergency support services in addition to planned activities. Our strict employment criteria, including background checks, allows our staff access to the most sensitive locations and installations across the country.

Table 5. Emergency Network Support Services

Service Offering	Description
Emergency response and support	• Rapid site deployment • TEMP microwave system deployment, including equipment rental • TEMP command center, shelters, and trailers • TEMP LMR deployment • TEMP LTE deployment • Deployment and rentals of Communications on Wheels (COW – Temp Towers) • On site tech support • Management, monitoring, and logistics • Site and tower damage inspections and audits • TEMP power and telco facilities • Fueling and stocking • Storage • Site, building, and tower repairs • Emergency equipment replacement • Material/equipment procurement, testing, and tracking • Site cleanup and restoration • Site development and re-builds, including planning through construction • Command vehicle support and repairs • Surveillance system support and deployment • Security
Planning, engineering, and management services	• Design visit • Drawings to include all detail needed to build site including (site plan, electrical, telco, and grounding details, RF antenna

	plan, etc.); typically 12-20 sheet set • P.E. stamp and seal • AutoCAD drawing file and hard copies (2) 11" x 17" sets, and (2) 22" x 34" sets if required • Drawing to include all detail required for zoning / permitting (cover sheet, site plan, elevation, etc.); typically 2-3 sheet set • Structural analysis of existing structure (rooftop, water tower, self-support, monopole, etc.) • Acquire documentation to complete structural analysis • Coordinate with site owner if they perform their own analysis • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • Load case analyzed per structural analysis • Provide structural modification design of existing structure • Stamped and sealed by state licensed P.E. • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • One revision to drawings • Acquire documentation from owner if readily available to complete structural evaluation • Provide structural evaluation letter to owner/client • Adhere to current EIA-TIA-222 (Rev G or latest in effect) • Stamped and sealed by state licensed P.E. • One bore at the center of the tower (Monopole) or at each tower leg (Self-Support Tower) • One bore within the footprint of the equipment shelter/pad location • Complete geotechnical report of lab findings and recommendations for proposed foundation sealed by a P.E. in the state where site is located • All samples and testing per project specification and latest revisions
Audits, inspections, and maintenance services	• Complete tower inventory • List of all attachments on tower (including antennas, dishes, omnis, mounts, lights, etc.) • Models and manufacturer, azimuths, heights, cables, and sizes • Digital photographs (minimum of 1 per appurtenance) • Upload of data to a cloud based collection server in Excel format • Includes mobilization • Remedy Major Defects within 24 hours • Remedy Minor Defects within 10 days unless mutually agreed upon for deferment to a later date
Microwave services	• LOS surveys, donor searches and site selection • System design, engineering, coordination, and licensing • Antenna system installation and testing • Radio system installation, testing, and integration • Factory, bench, field testing, and acceptance • Complete system rental and leasing • System upgrades • Emergency support, troubleshooting, and maintenance

Tower erection and modifications	• Self-support towers, guy tower, and monopole towers • Monopoles, monopines, monopalms, and other custom poles • Flag poles, stealth poles, crosses, and other custom designs • Custom design, fabrication, and installation of various steel structure types • Tower/pole extensions • Custom mounts • Tower upgrades • Demo and dismantling
Civil construction services	• Site clearing • Grading • Access road installation • Coordination of utilities • Generator foundations • Coordinating the transporting and setting of equipment shelters • Grounding • Fencing • Landscaping
Building upgrades	• Structured cabling systems, data centers, electronic security systems, audi video systems as well as wireless and in-building cellular systems
Electrical systems, including AC/DC power and battery back up	• Single-phase and three-phase primary, secondary, service, and streetlight conduit and electric cable installation • Switchgear, transformer pad, and pedestal placement • Transformer and pedestal dig-ins • Transformer change outs • Manhole, hand hole, vault & pull box placements • HDPE & PVC conduit/pipe placement • Underground excavation methods with horizontal directional drilling (HDD) expertise • Vacuum excavation • Rock boring • Concrete encasement • Cable pulling • Electric cable termination • Emergency services
Generator systems	• 100kw emergency generator deployment • Refueling • Emergency generator rental
Troubleshooting	• General site and tower maintenance • Electrical, generator, and backup power systems • DC power and solar systems • Antenna systems • BTS, radios, filters, amplifiers, and diplexers • Microwave systems • Transmission lines, jumpers, and connectors • Building/shelter maintenance • HVAC

	• Access roads and easements • Control and monitoring systems • Lighting systems • Camera and video systems • Telco and fiber
Site development and real estate services	• Special lease review • Tower foundation design report • Field visit • Visual inspection of suspect materials • Collection of sample materials for asbestos content up to 10 samples • Quantify friable and non-friable material • Identification of lead based paint building materials • Sample removal and testing of up to 5 LBP samples • Review existing records • Compile report based upon findings • Review file for current zoning approval (number of antennas, growth etc.) • Review file for as builds • Call to jurisdiction to see if specific scope of work requires zoning as required by the jurisdiction: • Landscape Plan • Photometric Plan • Irrigation Plan • Grading Plan • Custom title block and borders specific to jurisdiction • Multiple Elevation Views • Notes, tables, statements, approval blocks required by specific jurisdictional zoning code
Software Application Development	• Cyber-Security: SSL3/TLS 1.x, ISO/IEC 27001 • Mobile App Development: iOS-iPhone/iPad, Objective-c, Swift 2.0, Android, Java, Mobile Responsive Web, HTML5, CSS3, Javascript • Solutions Architecture: Unix/Linux, MySQL, PostgreSQL, MongoDB, Content Management Systems (CMS), Drupal, Wordpress, Joomla, API's, JSON/XML • Hosting Providers: Amazon Elastic Cloud Computing (EC2), Redundancy w/ Auto-Failover • Applications Overview: Weapons of Mass Destruction (WMD) Response, Natural Disaster Response, Fire Department Responders, Police Department Responders, Emergency Medical Responders, Federal Agency Responders, National Guard

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table 6. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech provides turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective VAs against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech provides risk assessment staff to conduct retrospective and predictive ecological risk assessments (ERAs) for commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data.
Comprehensive Environmental Response, Compensation & Liability Act of 1980 (CERCLA) and Resource Conservation and Recovery Act (RCRA) Evaluations	In addition, Tetra Tech provides CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts. This includes conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Tasks would include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table 7. Environmental Services

Service Offering	Description
HUD/FEMA Environmental Reviews	Tetra Tech supports our clients of the wide range of disaster recovery, hazard mitigation, and other types of projects funded by HUD and FEMA, Tetra Tech provides comprehensive environmental and historic preservation review support. In addition to preparation of documents under the National Environmental Policy Act (NEPA), we assist in compliance with related laws, regulations, and Executive Orders.
Decontamination	Tetra Tech's also provides field services for clients facing decontamination projects throughout the nation. Tasks under this category include: Technical oversight, characterization and disposal of radioactive residues, radiation

Service Offering	Description
	safety program management, documentation of site conditions, Radiological surveys, and internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	Tetra Tech provides climate change adaptation study services to reduce risk and vulnerabilities for our clients. This includes: • Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	Tetra Tech assists clients with a variety of restoration and remediation professional services prior to or after disasters, including: • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services

Section 5: Cost Proposal

COST PROPOSAL

To the extent the County requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the County shall be invoiced at cost, without mark-up.

Exhibit 5-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Operations Manager	$60.00
Health and Safety Officer	$59.00
Data Manager	$55.00
GIS Analyst	$49.00
Field Supervisor	$45.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$35.00
Collection Monitor	$35.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the County. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Exhibit 5-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$40.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00

Category	Hourly Rate
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$110.00
Public Assistance/Grant Management Consultant	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$135.00
Senior Public Assistance/Grant Management Consultant	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Supervising Public Assistance Consultant	$150.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$158.00
Program Manager	$165.00
Senior Program Manager	$175.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Legal Specialist	$350.00

Exhibit 5-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	$90.00
Certified Lead Climber	$90.00
Certified Climber	$75.00
Site Acquisition Services	$190.00
Application Developer	$190.00

EXHIBIT "C"

PROOF OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/03/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Union Fire Ins Co of Pittsburgh — 19445 INSURER B: The Insurance Co of the State of PA — 19429 INSURER C: AIG Europe Limited — AA1120841 INSURER D: Lexington Insurance Company — 19437 INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractural Liability X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL6051604	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CA3194511	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION			TH1600053	10/01/2016	10/01/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC014629374 WC014629378 WC014629379 WC014629380	10/01/2016 10/01/2016 10/01/2016 10/01/2016	10/01/2017 10/01/2017 10/01/2017 10/01/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2017	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

RE: Debris Monitoring & Recovery Services, RFP No. 2016-247-09-22-YSS (via H-GAC)
Hidalgo County, Texas is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Hidalgo County, Texas in accordance with the policy provisions of the General Liability, Automobile Liability, and Workers' Compensation policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

policy No. GL 605-16-04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S COMMERCIAL PRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

I. ADDITIONAL INSUREDS

Section II - WHO IS AN INSURED, 1. is amended to include as an insured any person or organization described in paragraphs A through I below, whom you are required to add as an additional insured under a written contract or agreement. The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2 Executed prior to "bodily injury", "property damage," or "personal injury and advertising injury".

A. BY CONTRACT

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.

B. CONTROLLING INTEREST

1. Any person or organization having a greater than a 50% interest in you, but only with respect to their liability arising out of:
    a. Their financial control of you; or
    b. Premises they own, maintain or control while you lease these premises.
2. The insurance afforded to these additional insureds under Paragraph I.B.1 does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

C. CO-OWNER OR INSURED PREMISES

A Co-owner of insured premises co-owned by you and covered by this insurance but only with respect to their liability as co-owner of the premises.

D. LESSOR OF LEASED EQUIPMENT

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of such equipment leased to you by such person(s) or organization(s).

2. With respect to the insurance afforded to these additional insureds under Paragraph I.D.1, this insurance does not apply to any "occurrence" which takes place:

    a) after the equipment lease expires, or

    b) after the equipment is returned or no longer in your possession,

    whichever takes place later.

E. MANAGERS OR LESSORS OF PREMISES

Managers or Lessors of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance under this paragraph does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of such Managers or Lessors.

F. MORTGAGEE, ASSIGNEE, OR RECEIVER

1. A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

2. The insurance afforded to the additional insureds under Paragraph I.F.1 does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.

G. OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS

(1) Any Owner, Lessee or Contractor, but only with respect to liability arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard".

H. OWNERS, LESSEES, OR CONTRACTORS - ONGOING OPERATIONS

Any Owners, Lessees, or Contractors, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

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

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) has been completed; or,

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

I. **STATE OR POLITICAL SUBDIVISION - PERMITS**

Any State or Political Subdivision, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

2. This insurance does not apply to:

   a. "Bodily injury," "property damage" or" personal and advertising injury" arising out of operations performed for the state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

II. **PRIMARY INSURANCE - ADDITIONAL INSUREDS**

Where persons or organizations have been added to your policy as additional insureds to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

a) the performance of your ongoing operations for the additional insureds; or

b) "your work" performed for the additional insureds and included in the "products-completed operations hazard,

then with respect to these additional insureds as defined above in this Section only, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. - Other Insurance, a. - Primary Insurance,** is deleted in its entirety and replaced with the following:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to (a) the performance of your ongoing operations for the additional insureds, or (b) "your work" performed for the additional insureds and included in the "products-completed operations hazard. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

III. **INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE**

SECTION II - WHO IS AN INSURED, 2. a. (1) (d) is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services, except for "bodily injury" arising out of "Incidental Medical Malpractice Injury" by any physician, dentist, nurse or other medical practitioner employed or retained by you unless such "bodily injury" is covered by another primary policy. However, the insurance provided hereunder to such persons will not apply to liability arising out of services performed outside of the scope of their duties as your "employees." Any series of continuous, repeated or related acts will be treated as the occurrence of a single negligent professional healthcare service, which will be assignable to the same policy and policy year in which the originating act occurred.

SECTION V - DEFINITIONS - is amended to add:

"Incidental Medical Malpractice Injury" means "Bodily Injury" arising out of the rendering of or failure to render the following services:

a. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

b. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The Coverage provided by this endorsement does not apply to you or any insured if you are engaged in the business or occupation of providing any of the services described in the definition of "Incidental Medical Malpractice Injury".

IV. **JOINT VENTURES / PARTNERSHIPS / LIMITED LIABILITY COMPANIES**

The paragraph under **SECTION II - WHO IS AN INSURED** which states:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is hereby deleted and replaced with the following:

No person or organization, other than you, is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Coverage under this policy, however, will not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

V. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, Paragraph **1.b.**, is deleted in its entirety and replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

VI. **LIBERALIZATION CLAUSE**

If we revise or replace our standard policy form to provide more coverage, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

VII. **UNINTENTIONAL ERRORS AND OMISSIONS**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. - Representations is amended by adding:

d. The unintentional failure by you or any Insured to provide accurate and complete nonmaterial representations as of the inception of the policy will not prejudice the coverages afforded by this policy.

VIII. **AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. - Duties in the Event of Occurrence, Offense, Claim or Suit, a. is hereby deleted and replaced with the following:

a. You must see to it that we are notified as soon as practicable of any "occurrence" or an offense, which may result in a claim. Knowledge of an "occurrence" or an offense by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee will have received such notice. To the extent possible notice should include:

(1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

IX. AMENDMENT OF EXPECTED OR INTENDED INJURY EXCLUSION

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions, a. - Expected or Intended Injury, is deleted and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

X. CONTRACTUAL LIABILITY - RAILROADS

Only with respect to (i) operations performed within 50 feet of railroad property and (ii) for which a Railroad Protective Liability Policy in the name of the railroad has been provided, then

A. **SECTION V - DEFINITIONS, Paragraph 9,** is deleted in its entirety and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities; and

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. - Other Insurance, b. Excess Insurance, (1) (a),** is amended to include the following:

(v) That is a Railroad Protective Insurance Policy or similar coverage.

XI. **COVERAGE FOR YOUR SUPERVISORY OR MANAGERIAL EMPLOYEES RELATING TO CO-EMPLOYEE INJURIES**

SECTION II - WHO IS AN INSURED, 2.a. (1), (a) and **(b)** are clarified to hold that:

Your supervisory or managerial "employees" are insureds for "bodily injury" to "co-employees" while in the course of their employment or performing duties related to the conduct of your business if claims or suits arise out of liability assumed by an insured under an "insured contract" as provided by **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability.**

XII. **WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. - Transfer of Rights of Recovery Against Others To Us, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization pursuant to applicable written contract or agreement you enter into because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

XIII. **AMENDMENT OF OTHER INSURANCE**

A. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (1),** is amended to include the following:

This insurance shall not be excess where (i) such other insurance is specifically purchased to apply as excess of this policy, or (ii) where you are obligated by contract to provide primary insurance to an additional insured, unless there is other additional insurance coverage available to that additional insured.

B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4.- Other Insurance, b. - Excess Insurance, (2),** is deleted in its entirety and replaced with the following:

When this insurance is excess, we will have no duty under Coverages A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

XIV. **AMENDMENT AGGREGATE LIMITS PER PROJECT**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), offense under COVERAGE B (SECTION 1) and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Per Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Construction Project General Aggregate Limit is the most we will pay for the sum of (i) all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", (ii) all damages under COVERAGE **B** and (iii) all medical expenses under COVERAGE **C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE **A** or B for damages or under COVERAGE **C** for medical expenses shall reduce the Per Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Construction Project General Aggregate Limit for any other construction project covered under this policy.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION I), offenses under COVERAGE **B** (SECTION 1) and for all medical expenses caused by accidents under COVERAGE **C** (SECTION I), which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under COVERAGE **A** or **B** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2016 forms a part of

Policy No. CA 319-45-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND
TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY
TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Thomas A Brandon
AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9374

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

The premium charge for the endorsement is INCLUDED

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9378 .

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9379

Issued to TETRA TECH, INC.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2016 forms a part of Policy No. WC 014-62-9380

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US, THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

EXHIBIT "D"

COST PROPOSAL

COST PROPOSAL

To the extent the County requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the County shall be invoiced at cost, without mark-up.

Exhibit 5-1: Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Operations Manager	$60.00
Health and Safety Officer	$59.00
Data Manager	$55.00
GIS Analyst	$49.00
Field Supervisor	$45.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$35.00
Collection Monitor	$35.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $3.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's ADMS. The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech's ADMS is at the discretion of the County. Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Exhibit 5-2: Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$40.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00

Category	Hourly Rate
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$85.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$95.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	$110.00
Public Assistance/Grant Management Consultant	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	$135.00
Senior Public Assistance/Grant Management Consultant	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Supervising Public Assistance Consultant	$150.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	$158.00
Program Manager	$165.00
Senior Program Manager	$175.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$195.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Legal Specialist	$350.00

Exhibit 5-3: Emergency Network Support Services Hourly Rates

Category	Hourly Rate
Certified Radio Tech	$90.00
Certified Lead Climber	$90.00
Certified Climber	$75.00
Site Acquisition Services	$190.00
Application Developer	$190.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2017-150539

Date Filed:
01/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tetra Tech, Inc.
Houston, TX United States

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

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.
16-247
Debris Monitoring & Recovery Services under RFP No. 2016-247-09-22-YSS (via H-GAC)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Notary Public State of Florida
Sandra M Fajardo
My Commission FF 098767
Expires 03/09/2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jonathan Burgiel, Vice Pres./Ops. Manager, this the 4th day of January, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Sandra Fajardo	Sandra Fajardo	Notary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2017-150539

Date Filed:
01/04/2017

Date Acknowledged:
01/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tetra Tech, Inc.
Houston, TX United States

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

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.
16-247
Debris Monitoring & Recovery Services under RFP No. 2016-247-09-22-YSS (via H-GAC)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath